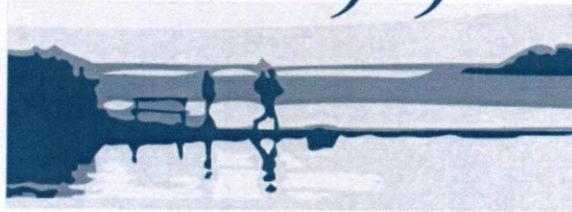


Chairman Jim Kelley  
20387 Field Crest Road  
Grand Rapids, MN 55744  
Phone 218-327-0317

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 244-5070  
Deputy Clerk Kati Pierce 256-7411  
[harristownshipclerk@gmail.com](mailto: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](http://www.harristownshipmn.org)

## REGULAR MEETING February 14, 2018 at 7:30pm AGENDA

1. **Pledge to the flag**, followed by the reading of the township mission statement
2. **Approve the Minutes** of the Regular Meeting January 10, work session January 22.
3. **Additions and Corrections-**
4. **Business from the floor-** Please come up to the podium and state your name and address for the record
5. **Consent Agenda**
6. **Roads**
  - Wagon Wheel Sign bids
7. **Recreation**
  - Rink Attendant status
  - Trails Task Force
8. **Correspondence**
  - Letter from DNR
9. **Old Business**
  - Budget Work session
  - Audit Work session
  - Duties pay requests clerk work session
10. **New Business**
  - Resolution option- conflict of interest for supervisors
  - Fire Contract
  - First Call for Help
  - Bid request form for "mowing"
  - Bid from A-1 Concrete to fix Maintenance floor
  - Optional Township Government Plans
    - Option B- Appoint Clerk/Treasurer
    - Option C- Appoint Town Administrator
    - Option C- Combine Clerk & Treasurer
11. **Treasurer's Report** – dated February 14, January financials, 2018
12. **Approve payment of bills for the month**

**13. Public Input** *(please limit comments to 5 minutes)* please come up to the podium and state your name and address for the record

**14. UPCOMING Events / Meetings**

Wed. Feb 28. Planning and Development meeting.....	7:30 pm Harris Town Hall
Mon. Mar. 12 Itasca County Township Association.....	7:00 pm Harris Town Hall
Wed Mar. 14 Regular Meeting.....	7:30pm Harris Town Hall

**15. Adjourn**

**REGULAR MEETING**  
**January 10, 2018 at 7:30pm**  
**AGENDA**

Present are Supervisors Jim Kelley, Ken Haubrich, Peggy Clayton, Mike Schack, Treasurer Becky Adams, Clerk Cari Ann Alleman

1. **Pledge to the flag**, followed by the reading of the township mission statement
2. **Approve the Minutes** of the Regular Meeting December 13 and work session December 27. Motion to approve the minutes made by Supervisor Clayton seconded by Supervisor Haubrich passed by all.
3. **Additions and Corrections-** wagon wheel sign, correspondence from Wells Fargo down to new business... thank you card from Bernard Carry.
4. **Business from the floor-** Please come up to the podium and state your name and address for the record
5. **Consent Agenda**
6. **Roads**
  - Wagon Wheel Sign- the board received a call about the accident on 169, the Wagon Wheel Road sign was taken out. Will let Derrick to look about it before getting a new one.
7. **Recreation**
  - Rink Attendant status- open on days that it's above zero, 31 people on Crystal Park over the past weekend.
  - Trails Task Force- Minnesota Cycle League; fat tire bikes and trails course. Sounds like they are going to try to get one up here, out at Tioga. 326-1313 Kathleen McLynn if you would like more information about the bike trail. Snowmobile trail going by Wendigo golf course is open again now, we just need more snow.
8. **Correspondence**
  - Collaborative Opportunities Team Meeting Minutes
  - Grand Rapids Area Cable Commission Notes
  - Thank you note from Bernard Carry, for training dogs behind the cemetery.
9. **Old Business**
  - Report on Public Hearing Vacate of Property on Sunny Beach Road from Jan. 10<sup>th</sup>- vacate was approved.
  - Report on Work Session on Duties from Jan. 10<sup>th</sup>. we have things in writing so new board members are aware of what we are getting paid for. Will approve at P & D meeting.
  - Secure room in the basement-Derrick (Room was approved 2/8/17 for \$750-\$1000)- For records, move forward. NE Corner across from the furnace.
  - Admin policy- motion to table to P & D meeting 1/24/18 made by Supervisor Clayton seconded by Supervisor Schack passed by all.
10. **New Business**
  - Set maintenance Work Session- thoughts for moving forward with the summer mowing, motion to have a meeting on 1/22/18 6:30 pm to talk about the maintenance work made by Supervisor Kelley seconded by Supervisor Haubrich passed by all.
  - Chairman to attend clerk training either 1/11/18 or 1/25/18 the 25<sup>th</sup> in St. Michael. Motion to have Chairman attend the training made by Supervisor Haubrich seconded by Supervisor Schack, If can't attend if there would be someone to go Supervisor Clayton, passed by all.

- Letter from Wells Fargo- did go to the bank, Supervisor Kelley and Treasurer Adams got it taken care of. Who has the authority to change anything on the account? Motion to remove Peggy Bishop and John Jokela from the signature card, and put Becky Adams on the signature card. We need two for the card. Motion made to have Jim Kelley and Becky Adams on the signature card made by Supervisor Haubrich seconded by Supervisor Schack passed by all.

**11. Treasurer's Report** – dated January 10, December financials, 2017- Balance on hand 12/1-12/31 they will adjust and will adjust until we have the board of audit complete. You can see where we are going into 2018. Motion to approve the treasurer's report made by Supervisor Clayton seconded by Supervisor Haubrich passed by all.

**12. Approve payment of bills for the month-** January bills, did we ever shut off Dan's phone? We were going to wait, to see if we were going to get another maintenance crew, we are paying \$49.07 for the month. Go ahead and shut it off. Motion to approve the payment of the bills in the amount of \$22,610.18 made by Supervisor Haubrich seconded by Supervisor Kelley. Check numbers 17756-17785 to be signed and motion to include the check numbers, passed by all.

**13. Public Input** (*please limit comments to 5 minutes*) please come up to the podium and state your name and address for the record

**Dan Butterfield- Monday night at the Itasca County Townships Association meeting and he attended and speaker was Joni Olson from 318 Superintendent. If anyone wants more information go to the ICTV website and look up the 1/9/18 meeting. There is great information out in the public.**

**14. UPCOMING Events / Meetings**

Wed. Jan. 17 Work Session - Budgets.....	6:30 pm Blandin Foundation
Wed. Jan. 24 Planning and Development meeting.....	7:30 pm Harris Town Hall
Feb. 12 Itasca County Township Association.....	7:00 pm Harris Town Hall
Wed. Jan. 31 Board of Audit & Budgets.....	6:30 pm Harris Town Hall
Wed. Feb. 7 Board of Audit & Budgets.....	6:30 pm Harris Town Hall
Wed Feb. 14 Regular Meeting.....	7:30pm Harris Town Hall

**15. Adjourn motion to adjourn made by Supervisor Haubrich seconded by Supervisor Schack passed by all.**

Submitted by Clerk Cari Ann Alleman

**Work Session**  
**January 22, 2018**  
**Harris Town Hall 6:30 pm**

Present were: Supervisors, Ken Haubrich, Jim Kelley, Peggy Clayton, Mike Schack, Dennis Kortekaas, Clerk Cari Ann Alleman, Treasurer Becky Adams.

Called meeting to order at 6:50 pm  
Pledge of allegiance; reading of our mission statement

The supervisors wanted it on record that it was said on camera the meeting was to be held at the service center, but it was posted for the town hall.

Options for maintenance center: Derrick sent an email to all the supervisors, and wanted to make sure his thoughts were heard. Supervisor Kelley and Derrick talked and came to a conclusion that we were going to hire out or hire interns, they do not think we need to hire another full time employee. The Supervisors are looking at alternatives to maintain our parks and cemetery. Discussion on the pros and cons of hiring direct employee or hiring a contractor. If we contract, they are going to do the parks, but that's not all the mowing. Immediate thoughts are parks contracted out, they are the most time consuming, or having the temporary help. If we hire temp help we can then use them for other situations, it's easier to get the temp help. Haubrich wants to do more ditch mowing, it's one very visible thing that is always good to do as it looks better. If Derrick does the ditch mowing he is going to be mowing more. If Derrick does it more often it won't take as long. Derrick can do some of the little work for the routine maintenance, our maintenance cost will go up more. When it's all said and done temp help would be where Derrick would like to go. Contract out the parks and cemetery. Have the boat landings and the like have the temp to do the rest.

Hire a temp from April to October, they have to commit to that time frame, and have someone responsible and 18 years old, and follow the outline the board has put in place. We can do a full time temp and a part time temp. It takes 290 hours to mow the parks per year. It took Derrick one day to mow the cemetery, and the full next day to trim the cemetery and half of the next day also. So it takes 2 and 1/3 days to do cemetery, you can do Crystal Park in one day. Wendigo is 5-4 hours and it's done with one person. Boat landings town hall and service center: 2.5 days. We would hire a temp full time and a temp part time. The part time temp would be a couple hours a day. If we hired out the parks it would be down to one full time temp to help Derrick. Kelley is looking and meeting with different companies to contract out the parks. If you do bids, mow and trim at the parks and cemetery every week. Put that in the specs, split it up a little bit to be able to make a better decision for next year. If we hire a contractor we don't have to supervise the temp employees. That means one of the supervisors isn't looking over their shoulder or Derrick isn't looking over their shoulder to make sure it's done. The board wants to make sure it's done the way it has been in the past. When you have a contractor come you have a savings, we may only need someone 4 months, May, June, July, August. We do need a temp person who is available to help dig the graves; it is a safety issue. We have nothing in place of the policies, and we won't know what they are until they show up; if he signs off in his job description it is a policy. What we do is different and would like a detailed description of how the grave is dug from start to finish. It would be in the job descriptions; along with the ditch mowing and make more details. Safe operating procedures, and other duties as designated.

Contract out the three big things: Crystal Park, Wendigo Park, and Cemetery. We hold on the contractor when we have a good one. It's not something a person in high school to do, they need to have experience. If they go through here we pay work comp, we pay \$11 for temp help, which works

out \$16.28 per hour with all the insurances that are needed. The board would like to take Derrick with to do the interview, and have the job description done for the interview. We need someone who has some experience. There has to be some retired guy out there who wants to make a little extra and sit on a lawn mower. We need to go through the ditches and dig out the big rocks, and if all goes well at the end of this summer the ditches should be in good shape.

Get something together and get it down to the point to reasonable. We will look at the overall cost to the township. We have some time to pull things together; specks, send the specks to contractors, and post in the paper. We want to make sure it's all covered. We can google map the parks to get the dimensions. Mowing and trimming and pick up anything that is on the ground like brush, tree limbs. The temp guy could get the rinks ready to paint and pressure wash. August 2016 job descriptions, the job descriptions the board does go over every year. Check to see what the cities or other townships do. A couple of people get together to get the specks together. Make sure we have a total dollar amount from Becky for the total of Derrick and Dan. The advantage is we don't have to employ them all year.

Peggy and Jim will work on getting the specks together, and we can highlight the spots we want mowed and what is mowed goes all the way out to the road, ditches included. The fenced in area at Crystal Park should be knocked down about every 6 weeks that is the run off for the area. We have to have it. Specks to come... Rainy days for temp workers... send them home. Another thing the board would like to see is weed whipping around the signs.

Derrick and snow plowing and if he wants to come in early to get started on it. The board doesn't want to set a precedence that the township roads are done before the county is out there.

Put on the agenda for the February 14 regular meeting.

If there is something major on the mower that needs to get fixed it might be out for a couple of weeks. We bought the mowers for Pokegama Lawn and Sport, and let them know that they need to get done as soon as they can. The board needs to work on the temp job description before we give it to Shannon at Express Employment. Safety and knowing where they are during the day to look to make sure they are working safely. We can do a lot of driving and can miss them. We need a way to look and see where they are. Dan and Derrick were hard to find at times, but they were doing things the way they were supposed to.

Work session to go over the maintenance crew and temp job description.

Motion to adjourn made by Kelley seconded by Haubrich passed by all at 8:20 pm.

Submitted by Clerk Cari Ann Alleman

**Sign pricing list for materials and labor for Wagon Wheel Court Rd.**

<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
<b>Wagon Wheel Court Rd.</b>	2	\$35.07	\$70.14
<b>Telespar 2" X 10' sign post</b>	1	\$32.21	\$32.21
<b>Freight</b>	1	\$11.06	11.06
<b>Labor and mobilization</b>	2	\$200	\$200
	<b>TOTAL</b>	<b>COST</b>	<b>\$313.41</b>

**Sign pricing list for materials and labor for Wagon Wheel Court Rd.**

<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
<b>Wagon Wheel Court Rd.</b>	2	\$35.07	\$70.14
<b>Telespar 2" X 10' sign post</b>	1	\$32.21	\$32.21
<b>Freight</b>	1	\$11.06	\$11.06
<b>Labor and mobilization</b>	3	\$300	\$300
	<b>TOTAL</b>	<b>COST</b>	<b>\$413.41</b>

APPENDIX B

RESOLUTION AUTHORIZING CONTRACT  
WITH INTERESTED OFFICER UNDER  
Minn. Stat. § 471.88, subd. 5

WHEREAS, Town Board of \_\_\_\_\_ Township, \_\_\_\_\_ County,  
Minnesota is seeking the performance or acquisition of the following service or goods:

[describe the service or goods to be provided by the supervisor]

WHEREAS, \_\_\_\_\_ is a supervisor of said Township and will be financially  
interested in the contract for the following described reason: [select one of the following descriptions and  
modify it as needed to fit the particular circumstances]

- He or she is an (employee/owner) of (business name) which is the provider of the service or goods.
- He or she is directly providing the service or goods to the Township as an independent contractor.
- He or she is directly providing the service as an employee of the Township.

NOW, THEREFORE, BE IT RESOLVED that the Town Board, upon a unanimous vote of the supervisors with the interested officer abstaining, finds that the contract price of \$ \_\_\_\_\_ is as low as, or lower than, the price at which the services or goods could be obtained elsewhere at this time; and

BE IT FURTHER RESOLVED, that the Town Board, pursuant to Minn. Stat. §§ 365.37; 471.88, subd. 5; and 471.89, does hereby authorize a contract with \_\_\_\_\_ for a price of \$ \_\_\_\_\_; payment to occur on the contract as agreed and upon the filing of a proper affidavit by the interested officer.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_  
Town Clerk

BY THE TOWN BOARD

\_\_\_\_\_  
Chairperson or other if chair is contracting

**AFFIDAVIT OF OFFICIAL  
INTEREST IN CLAIM  
(Minn. Stat. § 471.89, subd. 3)**

State of Minnesota )  
County of \_\_\_\_\_) ss.  
Township of \_\_\_\_\_)

\_\_\_\_\_, being duly sworn states the following:  
(officer name)

- 1) He/she is a supervisor of \_\_\_\_\_ Township, \_\_\_\_\_ County, Minnesota.
- 2) On *[list the date or range of dates the services or goods were supplied that are being supported by this affidavit]*, the following services were performed, or goods were supplied, by \_\_\_\_\_ for the Township:  
  
*[describe the services or goods provided]*
- 3) This affidavit is being provided in support of a request for partial payment of the contract price for the services or goods provided on the date(s) indicated above
- 4) The contract price for such services or goods is \$\_\_\_\_\_ and the reasonable value of the services or goods is \$\_\_\_\_\_. The amount of the partial payment of the contract price being request in conjunction with this affidavit is \$\_\_\_\_\_.
- 5) At the time such services were performed for, or goods provided to, the Township the affiant had the following interest in the contract: *[select one of the following descriptions and modify it as needed to fit the particular circumstances]*
  - He or she is an (employee/owner) of (business name) which is the provider of the service or goods.
  - He or she is directly providing the service or goods to the Township as an independent contractor.
  - He or she is directly providing the service as an employee of the Township.
- 6) Affiant further states that to the best of his/her knowledge and belief the contract price is as low as, or lower than, the price at which the services or goods could be obtained from other sources.
- 7) Affiant further states that this affidavit constitutes a claim against the township for partial payment of the contract price.

I declare under the penalties of law that this account, claim, or demand is just and correct and that no part of it has been paid.

\_\_\_\_\_  
Interested Supervisor Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

**AFFIDAVIT OF OFFICIAL  
INTEREST IN CLAIM  
(Minn. Stat. § 471.89, subd. 3)**

State of Minnesota )  
County of \_\_\_\_\_) ss.  
Township of \_\_\_\_\_)

\_\_\_\_\_, being duly sworn states the following:  
(officer name)

- 1) He/she is a supervisor of \_\_\_\_\_ Township, \_\_\_\_\_ County, Minnesota.
- 2) On *[list the date or range of dates the services or goods were supplied that are being supported by this affidavit]*, the following services were performed, or goods were supplied, by \_\_\_\_\_ for the Township:  
*[describe the services or goods provided]*
- 3) This affidavit is being provided in support of a request for payment in full of the contract price for the services or goods provided on the date(s) indicated above
- 4) The contract price for such services or goods is \$ \_\_\_\_\_ and the reasonable value of the services or goods is \$ \_\_\_\_\_. The total contract price for the services or goods provided is \$ \_\_\_\_\_.
- 5) At the time such services were performed for, or goods provided to, the Township the affiant had the following interest in the contract: *[select one of the following descriptions and modify it as needed to fit the particular circumstances]*
  - He or she is an (employee/owner) of (business name) which is the provider of the service or goods.
  - He or she is directly providing the service or goods to the Township as an independent contractor.
  - He or she is directly providing the service as an employee of the Township.
- 6) Affiant states further that to the best of his/her knowledge and belief the contract price is as low as, or lower than, the price at which the services or goods could be obtained from other sources.
- 7) Affiant further states that this affidavit constitutes a claim against the township for the contract price, that the claim is just and correct, and that no part of the claim has been paid.

I declare under the penalties of law that this account, claim, or demand is just and correct and that no part of it has been paid.

\_\_\_\_\_  
Interested Supervisor Signature

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

FINANCE DEPARTMENT

420 NORTH POKEGAMA AVENUE. GRAND RAPIDS. MINNESOTA 55744-2662

January 23, 2018

Harris Township  
Becky Adams, Treasurer  
20876 Wendigo Park Road  
Grand Rapids MN 55744

Dear Ms. Adams,

Attached please find a spreadsheet entitled: Fire Contracts Based on Percentage of Market Value, Adopted Budget and Number of Calls, which is a spreadsheet detailing the 2018 fire contract amount for your township.

**Harris Township contract amount for 2018 is \$79,964.00. Please see the attached invoice.**

If you have any questions please call me at 326-7615.

Sincerely,

A handwritten signature in black ink, which appears to read "Barbara Baird".

Barbara Baird  
Finance Director

Attachments

## CITY OF GRAND RAPIDS

### FIRE CONTRACTS BASED ON PERCENTAGE OF MARKET VALUE, ADOPTED BUDGET AND NUMBER OF CALLS

Fire Department 2018 proposed operations budget is \$566,863

	Percentage of Area Served	EMV * percent area served 2017 Market Value	Percent of Total	Contract based on 1/2 of 2018 Budget		2016 # OF FIRE CALLS	\$ 1,232.31 Per Call	Total Contract Amount	Half Payment
				\$	283,432				
City of Grand Rapids	100%	740,920,700	42.31%	119,915	119,915	177	218,120	338,036	169,018
Town of Arbo	45%	40,152,240	2.29%	6,498	6,498	4	4,929	11,428	5,714
Town of Blackberry	100%	63,229,900	3.61%	10,234	10,234	6	7,394	17,627	8,814
Town of Harris	100%	372,248,200	21.26%	60,247	60,247	16	19,717	79,964	39,982
City of LaPrairie	100%	48,968,000	2.80%	7,925	7,925	8	9,858	17,784	8,892
Town of Splithand	90%	23,679,450	1.35%	3,832	3,832	1	1,232	5,065	2,532
Town of Trout Lake	22%	25,616,580	1.46%	4,146	4,146	3	3,697	7,843	3,921
Town of Wabana	100%	119,638,100	6.83%	19,363	19,363	3	3,697	23,060	11,530
Unorg. 54-26	100%	224,336,400	12.81%	36,308	36,308	10	12,323	48,631	24,316
Unorg. 58-26	67%	30,883,516	1.76%	4,998	4,998	0	-	4,998	2,499
Unorg. 57-26	40%	61,571,360	3.52%	9,965	9,965	2	2,465	12,430	6,215
		1,751,244,446	100.00%	283,432	283,432	230	283,432	566,865	

Budget = operations \$566,863  
(1/2 of this amount is \$283,432)

\$283,432/230 fire calls =  
\$1,232.31

Total Fire Department expenditure budget of \$691,863 less St/MN Fire Premium of \$125,000 = \$566,863.

CITY OF GRAND RAPIDS  
420 N POKEGAMA AVE  
GRAND RAPIDS MN 55744

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INVOICE

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Invoice date: 1/23/18

Invoice #:18/104

Invoice Amount: \$79,964.00

Date Due: SEE BELOW

Harris Township  
Attn: Becky Adams, Treasurer  
20876 Wendigo Park Road  
Grand Rapids, MN 55744

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DESCRIPTION	HRS/QTY	COST/UNIT	AMOUNT
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2018 FIRE CONTRACT

Due July 31, 2018 \$39,982.00

Due December 31, 2018 \$39,982.00

Total Amount Due \$79,964.00

**Accounts are due thirty (30) days from the date of the invoice. A FINANCE CHARGE at a periodic rate of 1.5% per month, equaling an annual percentage rate of 18% will be imposed upon any unpaid balance after the due date.**

**PLEASE REMIT PAYMENT WITH SECOND COPY OF INVOICE**

CITY OF GRAND RAPIDS  
420 N POKEGAMA AVE  
GRAND RAPIDS MN 55744

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INVOICE

---

Invoice date: 1/23/18

Invoice #:18/104

Invoice Amount: \$79,964.00

Date Due: SEE BELOW

Harris Township  
Attn: Becky Adams, Treasurer  
20876 Wendigo Park Road  
Grand Rapids, MN 55744

DESCRIPTION	HRS/QTY	COST/UNIT	AMOUNT
2018 FIRE CONTRACT			
Due July 31, 2018			\$39,982.00
Due December 31, 2018			\$39,982.00
		Total Amount Due	\$79,964.00

Accounts are due thirty (30) days from the date of the invoice. A **FINANCE CHARGE** at a periodic rate of 1.5% per month, equaling an annual percentage rate of 18% will be imposed upon any unpaid balance after the due date.

**PLEASE REMIT PAYMENT WITH SECOND COPY OF INVOICE**



January 12, 2018

Harris Township  
c/o Cari Ann Alleman  
21583 Keyview Dr.  
Grand Rapids, MN 55744

Dear Harris Township:

My name is Cre Larson and I am the Executive Director of First Call for Help /2-1-1 which is the designated Information and Referral Center for your entire community/county. We have found that **urgent needs and/or crisis does not just occur Monday-Friday 8:00 to 4:30** so we are available 24 hours a day, 7 days a week to help connect each of the residents of your township to resources that meet their needs. We have a data base of 14,000 resources that residents may access that range from where a local AA meeting is, where the closest animal shelter is located, what services are available to keep elders in their home and avoid nursing facilities, how do I access local transportation, where do I apply for heat assistance, where is the closest food shelf, where do I go for free tax services, etc.

In 2017 we served 12,598 callers through our 2-1-1 HUB. We registered 5,067 calls and 5,548 referrals provided for your area (Data collected by Zip Code 55744), which includes your township in 2017. We **DO NOT** have, nor have we ever had, any eligibility requirements for our callers! Every call important to us and is answered quickly with live staff on the phone to meet your needs.

**First Call does not receive any state or federal funding so your local support is vital to us!** Our operating funds come directly from Granting foundations like Blandin, county support, support from local Cities, Townships, and private donations. Donations account for 20% of our overall budget.

Last year individual "townships" financial support ranged from \$100.00 to \$500.00 and we are looking forward to partnering with you in 2018.

If you have any questions or would like to schedule a presentation, please feel free to call me at 326-8565 (or 1-800-442-8565).

Thank you in advance for your consideration  
Sincerely,

*Cre Larson*

Cre Larson  
Executive Director

1007 NW 4<sup>th</sup> St Suite B; Grand Rapids, MN 55744

## CONTRACT FOR HEALTH, SOCIAL, OR RECREATIONAL SERVICES

*Minn. Stat. § 365.10, subd. 14*

**WHEREAS**, \_\_\_\_\_ Township, \_\_\_\_\_ County, Minnesota (hereinafter "Town") is authorized under Minn. Stat. § 365.10, subd. 14 to contract with nonprofit organizations for up to \$10,000 a year for health, social, and recreational services if authorized by the town electors and the Town Board considers the services to be in the public interest and good for the town;

**WHEREAS**, \_\_\_\_\_ (hereinafter "Organization") is a nonprofit organization that has the capability to provide health, social, or recreational services to those within Town;

**WHEREAS**, at the annual Town meeting held on March \_\_\_\_\_, 20\_\_\_\_, the Town electors voted to authorize Town to expend up to \$ \_\_\_\_\_ to contract for services from the Organization;

**WHEREAS**, the amount authorized to be expended on the contract with Organization does not cause Town to exceed the \$10,000 cumulative limit that can be expended under Minn. Stat. § 365.10, subd. 14 in a year; and

**WHEREAS**, the Town Board of Supervisors considers the services delivered by Organization to be in the public interest and good for Town;

**NOW, THEREFORE**, in consideration of the mutual promises made herein and for other valuable consideration the receipt of which is hereby acknowledged, Town and Organization agree as follows:

1. **Services Provided.** Organization agrees to provide or make available the following services to those living within Town:

*[describe the services]*

2. **Term.** This Agreement shall be in effect for one year from the date of execution indicated below unless a different term is set forth here:
3. **Cost.** Town agrees to pay Organization a lump sum total of \$ \_\_\_\_\_ for the services it is to provide under this Agreement.
4. **Indemnification, Hold Harmless and Defend.** Any and all claims that arise or may arise against Organization, its agents, servants, or employees as a consequence of any act or omission on the part of the Organization or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of Town. Organization shall indemnify, hold harmless, and defend Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which Town, its officers, agents, or employees may hereafter sustain,

incur, or be required to pay, arising out of or by reason of any act or omission of Organization, its agents, servants or employee, in the execution, performance, or failure to adequately perform Organization's obligations pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by Town of any statutory limits or immunities from liability.

5. **Independent Contractor.** Organization acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Town and Organization or of any obligations or commitments beyond the terms of this Agreement.
6. **Modification & Termination.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by Town and Organization. Town may terminate this Agreement, with or without cause, upon 30 days written notice.
7. **Legal Compliance.** Organization shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Organization is responsible. Organization shall procure, at Organization's expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Town**

\_\_\_\_\_ Township

By: \_\_\_\_\_  
Signature of Chairperson

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Town Clerk

**Organization**

By: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_

Date: \_\_\_\_\_

**TOWNSHIP "OUTREACH MATERIAL" LOCATION REQUEST:**

TOWNSHIP: \_\_\_\_\_

TOWNSHIP CONTACT: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

We are requesting that First Call for Help provide and/or post 2-1-1 information in the following locations that are accessible or frequented by our township or county residents.  
(Please provide name of Location, City, and address/location description for each site)

**Example:** Fred's Store, Hwy #65, Goodland, Itasca County

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_

(Please use back side for additional sites if necessary)

**PROPOSAL INSTRUCTIONS  
RE: LAWN SERVICE  
FOR HARRIS TOWNSHIP PARKS AND CEMETERY**

The Harris Town Board of Supervisors is desirous of obtaining proposals from interested vendors/businesses to provide "Lawn Service" at the following Harris Township properties during the months of May, June, July, and August 2018:

- 1) Wendigo Park: \_\_\_\_\_, Grand Rapids, MN 55744
- 2) Crystal Springs Park: \_\_\_\_\_, Grand Rapids, MN 55744
- 3) Harris Township Cemetery: \_\_\_\_\_, Grand Rapids, MN 55744

I. Proposal documents (Attachment A and B) will consist of the following:

- A. **Specifications** for Lawn Services at Wendigo Park, Crystal Park, and Harris Town Cemetery; must be signed, dated and returned.
- B. **Proposal** for Lawn Services at Wendigo Park, Crystal Springs Park, and Harris Town Cemetery; must be signed, dated, and returned.

II. **APPLICATION PROCESS**

A. **Proposal Submission Procedure and Format**

1. Submit (1) typed copy, via U.S. Postal Service or hand delivery (*no proposals will be accepted by e-mail or fax*) to:

Jim Kelley, Harris Township Board Chair  
Harris Town Service Center  
Grand Rapids, MN. 55744-3983

2. All proposals submitted must identify the name, title, address, and telephone number of the person submitting a proposal in matters regarding proposal content.
3. All vendors/businesses interested in submitting a proposal are encouraged to contact Jim Kelley, Harris Township Board Chair, at 218-259-0317 to arrange a walk-through of Wendigo Park, Crystal Springs Park, and Harris Town Cemetery. Any and all questions can be asked at that time.
4. Sealed proposals must be submitted no later than 12:00 Noon on Wednesday, April 18, 2018.

**B. Inquiries**

1. Inquiries regarding this RFP should be directed to:

Jim Kelley, Harris Township Board Chair  
Harris Township  
Maintenance Service Center

Grand Rapids, MN. 55744-3983  
Telephone: (218) 259-0317

**III. GENERAL INFORMATION**

**A. Contract Requirements and Indemnification:**

1. Upon signing Attachment A and B, the contractor must provide the Township with a certificate of insurance for liability and property damage as set forth below. Contractor must maintain and show proof of professional liability insurance, general liability insurance, and vehicle liability insurance with a minimum coverage \$\_\_\_\_\_ when the claim is one for death by wrongful act or omission and \$\_\_\_\_\_ to any claimant in any other case; and \$\_\_\_\_\_ for any number of claims arising out of a single occurrence. Anyone submitting a proposal must maintain and show proof of worker's compensation insurance or self-insurance coverage.
4. Any and all claims that that arise or may arise against the contractor, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants, or employees while engaged in the performance of services shall in no way be the obligation or responsibility of Harris Township. Contractor shall indemnify, hold harmless and defend the Township and its supervisors against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the Township, and its supervisors, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform contractors obligations.

**B. Conditions and Limitations**

1. The Harris Township Board of Supervisors reserves the right to accept or reject any or all proposals received as a result of this RFP. The Harris Township Board of Supervisors reserves the right to waive any defects or technicalities or to advertise for new proposals where the acceptance, rejection, waiving, or re-advertising of such would be in the best interests of the Township as determined exclusively by the Harris Township Board of Supervisors.

2. Proposals (Attachments A and B) are received at the office designated in this Proposals will not be considered unless they are received on or before the deadline of submission.
2. The proposal (Attachments A and B) shall be signed by an official authorized to bind anyone submitting a proposal. The signed proposal will also bind anyone submitting a proposal to Harris Township within thirty (30) days following notification of the successful proposal as determined by the Harris Township Board of Supervisors.

**IV. MISCELLANEOUS**

- A. Proposals will be opened at 1:00 pm on Wednesday, April 18, 2018, at Harris Township, Maintenance Service Center, \_\_\_\_\_, Grand Rapids, MN.
- B. The proposals will then be brought to the meeting of the Harris Town Board of Supervisors for action on Wednesday, April 25, 2018, at approximately 7:30 pm, Harris Town Hall, \_\_\_\_\_, Grand Rapids, MN.
- C. All contracts with the Harris Town Board of Supervisors are public records available for inspection by any member of the public. If any proposal is accepted, it will be incorporated into a contract and will, therefore, become a public record at that time.

Harris Township Board Chair

DATED: \_\_\_\_\_

\_\_\_\_\_  
Jim Kelley, Chair

**ADVERTISEMENT OF REQUEST FOR PROPOSALS  
FOR LAWN SERVICES**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received at Harris Township, Maintenance Service Center, \_\_\_\_\_, Grand Rapids, Minnesota, 55744-3983, **until 12:00 Noon on the 18<sup>th</sup> day of April, 2018**, for lawn services for/at: Wendigo Park, Crystal Springs Park, and Harris Town Cemetery during the months of May, June, July, and August 2018.

Proposals will be opened at 1:00 p.m. on the 18th day of April, 2018, at Harris Township, Maintenance Service Center, \_\_\_\_\_, Grand Rapids, Minnesota.

Proposals will then be brought to the meeting of the Harris Town Board on Wednesday, April 25, 2018, at approximately 7:30 pm, \_\_\_\_\_, Grand Rapids, Minnesota. At that time and place, the Harris Town Board will award the bid.

Proposal instructions, Attachment A and Attachment B may be obtained from the Harris Town Board Chair, (\_\_\_\_\_) \_\_\_\_\_, Grand Rapids, Minnesota 55744-3983.

The Harris Town Board of Supervisors reserves the right to accept or reject any or all proposals, to waive any defects or technicalities, or to advertise for new proposals where the acceptance, rejection, waiving, or re-advertising of such would be in the best interests of the Township as determined exclusively by the Harris Town Board.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jim Kelley, Chair  
Harris Township Board of Supervisors  
1209 SE Second Ave.  
Grand Rapids, MN 55744-3983

(Herald Review \_\_\_\_\_, Scenic Range News \_\_\_\_\_)

**SPECIFICATIONS FOR WENDIGO PARK, CRYSTAL SPRINGS PARK, AND  
HARRIS TOWN CEMETERY**

- 1) **\*DIMENSIONS OF WENDIGO PARK ARE: (see map attached)**
  - \*DIMENSIONS OF CRYSTAL SPRINGS PARK ARE: (see map attached)**
  - \*DIMENSIONS OF HARRIS TOWN CEMETERY ARE: (see map attached)**
  - \*AERIAL VIEW OF WENDIGO PARK, CRYSTAL PARK, AND HARRIS TOWN CEMETERY ARE ATTACHED**
  
- 2) **Lawn Service Specifications, Vehicles, and Equipment:**
  - A) Contractor shall provide mowers, and trimmers, and any other equipment needed to maintain and preserve Wendigo Park, Crystal Park, and Harris Town Cemetery, and are the sole responsibility of the contractor. All equipment needed to provide services are the sole responsibility of the Contractor.
  - B) Any damages to vehicles and equipment owned and operated by the contractor will be the sole responsibility of the contractor.
  - C) Contractor must provide all fuel, oil, etc., needed to provide lawn services;
  - D) Contractor shall provide regular mowing and trimming to both parks, and cemetery on a weekly basis, so as to keep the grounds in a neat and orderly fashion;
  - E) Contractor shall be consistent with the day of each week on mowing, and trimming (with the exception of absolutely NO mowing and trimming at the cemetery during a funeral)
  - F) Mowing intervals will be determined by the weather conditions and the general appearance of the turf. Total grass length not to exceed \_\_\_\_\_" in height, to help prevent visual appearance of grass clippings.
  - G) Contractor will remove grass clippings if they become obvious and it is determined that the turf is not neat and orderly. Grass clippings will be removed from the grounds.
  - H) Any damages to the grounds, playground equipment, cemetery headstones, portable Johns, or township owned property, will be reported to the Harris Town Chair. All damages caused by the Contractor will be repaired or replaced by the Contractor at the discretion of the Township. The Township reserves the right to have the damages repaired by another qualified service and bill the contractor for the repairs.

**1. CONTRACTOR'S RESPONSIBILITY:**

It is the Contractor's responsibility to familiarize its supervisors and crews as to the requirements of the contract and to perform all tasks herein in an acceptable and timely manner. It is not the responsibility of the Harris Town Board of Supervisors to remind the Contractor of the contract service requirements.

The following actions or behavior **ARE NOT ALLOWED:**

- \* Unauthorized persons to mow and trim parks and cemetery.
- \* Tampering with any structures, playground equipment, park equipment, headstones, portable Johns
- \* Smoking within the grounds of Wendigo Park, Crystal Springs Park, and Harris Town Cemetery
- Drinking any alcohol beverages within the grounds of Wendigo Park, Crystal Springs Park, and Harris Town Cemetery.

**2. FAILURE TO MEET CONTRACT REQUIREMENTS:**

- A) In the event that the Contractor is not able to meet the contract requirements, the Township reserves the right to hire another contractor to complete the work and to withhold the dollar value of that work from any monies due to the undersigned Contractor.

**3. CONTRACT TERMINATION:**

- A) Either party upon 30 days written notice may terminate with or without cause this contract. Payment for services will be determined on a prorated basis.

**4. CONTRACT TERM:**

- A) The term of this contract will be for the 2018 season beginning May 1, 2018 through August 31, 2018.

**SIGNED BY BUSINESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENT B  
PROPOSAL**

**PROPOSAL FROM :** \_\_\_\_\_  
**DATED:** \_\_\_\_\_

**FOR LAWN SERVICES AT WENDIGO PARK, CRYSTAL SPRINGS PARK, AND HARRIS TOWN  
CEMETERY**

**Total \$\$ Proposal:** \_\_\_\_\_ **for the months of May, June, July,  
and August 2018**

**(Total proposal to include breakdown for each month, and any other pertinent  
information)**

- **IF AWARDED THE BID, CONTRACTOR WILL WORK OUT AGREED UPON WEEKLY  
MOWING AND TRIMMING SCHEDULE WITH HARRIS TOWN BOARD CHAIR**

**THE NAME, TITLE, ADDRESS, AND TELEPHONE NUMBER OF THE PERSON REPRESENTING  
THE PROPOSAL IN MATTERS REGARDING THE PROPOSAL CONTENTS ARE AS FOLLOWS:**

**NAME/TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON, IF DIFFERENT THAN ABOVE** \_\_\_\_\_

An Estimate From...

1/30/2018



*Name / Address*

HARRIS TOWNSHIP SHOP

<i>Description</i>	<i>Total</i>
REMOVE & REPLACE APPROX. 28' X 45' X 4" GARAGE SLAB W/ WIRE MESH	8,100.00
FLOOR DRAINS ARE \$150.00 EACH	
INSTALL 2" FOAM UNDER SLAB	1,550.00
INSTALL FLOOR HEAT TUBES & HOOK UP TO EXISTING BOILER **QUOTED FROM NORTHERN AIR	3,500.00
**INTERIOR WALL TO BE REMOVED BY OTHER.	

*Total:*

**\$13,150.00**

**ACCEPTANCE OF PROPOSAL-**  
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE IN FULL UPON COMPLETION OF THE PROJECT.

DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## ii) Method 2 - Next Annual Town Election

- (1) In non-urban towns, the board may choose to have the two new supervisor positions filled by election at the next annual town election.
  - (2) One of the positions would be for a three-year term, and the other a two-year term as with Method 1. Otherwise, the terms of three supervisors would expire in the same year. Again, persons filing for office must indicate the particular position they are seeking (i.e., selecting one of the two 3-year positions, or the 2-year position). It is important that all of the supervisor positions are permanently designated with a letter or number to allow the tracking of each position and to make it easier to file for a particular position.
- d) **Towns Adopting Urban Town Powers:** When a town adopts urban town powers under Minn. Stat. § 368.01, or is granted urban town powers by special law, the town is required to submit the question of adopting Option A to the electors at the next annual town election.<sup>19</sup> If the option is adopted, the board must call a special town election to elect the two additional supervisors (i.e., Method 1 above).<sup>20</sup>
- e) **Upon Abandonment:** If the question to abandon Option A is placed on the ballot, the election proceeds as usual. However, if the question to abandon the option passes, the election of the supervisor or supervisors in that election is nullified.<sup>21</sup> The person or persons elected to the supervisor position(s) simply do not take office and the position or positions are dissolved. The purpose of the nullification is to remove two supervisor positions. If only one supervisor was up for election in that year, one of the supervisor's positions in the following election is dissolved by not placing the position up for election. It is not clear when the supervisor position to be eliminated actually expires since there will be no swearing in of a new officer to mark the transition of the position. Nevertheless, it seems appropriate to treat the position as expiring at the end of the seven-day election contest period. Beyond that point, the dissolved supervisor would no longer be eligible to perform any of the functions or powers of the position and must return all town property in their possession.

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## 4 OPTION B - Appointed Clerk or Treasurer

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- a) **Described:** This option allows the town to make either the town clerk or treasurer position, or both, appointed by the town board. The question must reflect which offices are to be made appointive (indicated by the language in [] below).
- b) **Question:** *"Shall Option B, providing for the appointment of the [clerk] [treasurer] [clerk and treasurer] by the town board, be adopted for the government of the town?"*
- c) **Implementation:** If Option B is adopted, the elected office expires when the term is up. For example, if the clerk's position is made appointive in an even numbered year (i.e., the year in which clerks are elected) or when the position is open because of a vacancy, the election for that position is nullified and the position is filled by appointment by the town board. If the option is passed for a position in which

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<sup>19</sup> Minn. Stat. § 367.31, subd. 2.

<sup>20</sup> Minn. Stat. § 367.33, subd. 1.

<sup>21</sup> Minn. Stat. § 367.33, subd. 5.

the incumbent still has one year remaining in the term, the incumbent is allowed to finish the term. At the end of the term, the position is vacated and the board then appoints to fill the position. If the incumbent officer resigns before the end of the term, the position becomes vacant and is filled by town board appointment.

Because adopting Option B changes the position from elected to appointed, the person the board appoints to the position does not need to be a resident of the township. However, the person should otherwise be eligible to hold office in the township.

- d) **Upon Abandonment:** If the question to abandon Option B will be asked at an election, the position or positions to which it applies must be filled conditionally at the election. Therefore, the clerk must place the appropriate position(s) up for election. The ballot must indicate that the successful candidate shall take office only if the option is abandoned at the election. The term of the position would apparently either be one or two years, depending on whether the question was asked in an even or odd year. The clerk must be aware of this and advertise the position accordingly.

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## 5. OPTION C - Town Administrator

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- a) **Described:** This option provides for the appointment of a town administrator.
- b) **Question:** *"Shall Option C, providing for the appointment of a town administrator by the town board, be adopted for the government of the town?"*<sup>22</sup>
- c) **Implementation:** If Option C is adopted, the town board is required to appoint an administrator as soon as practicable after the election on the terms the board deems advisable.<sup>23</sup> The person appointed does not need to be a resident of the town, but the administrator must be chosen solely based on training, experience, and administrative qualifications. The town clerk may be appointed as the administrator if the clerk meets the qualifications. The appointment is for an indefinite period. The board may appoint a qualified person to perform the administrator's duties during absence or disability. An administrator may be removed by the board at any time. However, if the administrator has served for at least one year, the administrator may require the board to make written charges and hold a *public* hearing on the charges before the final removal takes effect. Until the hearing, the board may suspend the administrator, with or without pay. The powers and duties of the administrator are set out in the statute.<sup>24</sup>
- d) **Upon Abandonment:** If abandonment of Option C is approved, as soon as practicable after the election the board must abolish the office. The position should be abolished by town board resolution. Once abolished, the duties and responsibilities of the position shall be assumed by the town board or by the officer having responsibility for the function prior to the appointment of the administrator.

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<sup>22</sup> Minn. Stat. § 367.31, subd. 4.

<sup>23</sup> Minn. Stat. § 367.35.

<sup>24</sup> Minn. Stat. § 367.35, subd. 2.

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## 6 OPTION D - Combined Clerk-Treasurer Position

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a) **Described:** This option allows for the combining of the offices of the clerk and treasurer.<sup>25</sup> The combined position is either appointed or elected depending on whether Option B is adopted in the same election or is already in effect. If the intent is to have the position appointed instead of elected, both the Option D and the Option B questions are asked on the ballot. Next to the Option B question, language must be inserted indicating that the approval of Option B is contingent on the simultaneous approval of Option D.<sup>26</sup> If the combined position is to be elected and the existing clerk and treasurer positions are currently elected, it appears the town would just ask the Option D question without having to alter the language of the question. On the other hand, if either the clerk or treasurer positions are currently appointed, it is advisable to indicate the position would be combined as an elected position as shown below.

b) **Question:** *"Shall Option D, providing for the combining of the offices of clerk and treasurer as an [elected] position, be adopted for the government of the town?"*

If the position is to be appointed, the following question would also be included on the ballot:

*"Shall Option B, providing for the appointment of the clerk-treasurer by the town board, be adopted for the government of the town?"*

*Note: Approval of the Option B question is contingent on the simultaneous approval of Option D."*

c) **Implementation:** Implementation of this option is not specifically described in the statute. However, by using the procedures for implementing Option B as a guide, the following seems to be the appropriate procedures under the various circumstances that may be present in the year in which the option is passed.

i) **Treasurer up for election and the clerk-treasurer position is made elective:** The election for the treasurer's position is nullified and the incumbent clerk performs the combined duties of the clerk-treasurer. The clerk-treasurer position goes up for election in the following year (i.e., follows the same cycle as the clerk's position).

ii) **Treasurer up for election and clerk-treasurer position is made appointive:** The election for the treasurer's position is nullified. The incumbent clerk performs the combined duties of the clerk-treasurer until the next election at which a vacancy occurs in the position that is filled by town board appointment.

iii) **Clerk up for election and the clerk-treasurer position is made elective:** The incumbent treasurer continues in office for the one year remaining in the term. The elected clerk takes office and performs only the duties of the clerk. Once the treasurer's position becomes vacant in the following year, the incumbent clerk performs the combined duties of clerk-treasurer. The clerk-treasurer position is then placed up for election in the following year (i.e., the year the clerk's position would be on the ballot).

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<sup>25</sup> Minn. Stat. § 367.30, subd. 4.

<sup>26</sup> Minn. Stat. § 367.31, subd. 4.

- iv) **Clerk up for election and the clerk-treasurer position is made appointive:** The incumbent treasurer continues in office for the one year remaining in the term. The election of the clerk is nullified and the vacancy is filled by town board appointment. The person appointed only performs the duties of the clerk until the treasurer's position becomes vacant in the following year. Then the clerk takes on the duties of the clerk-treasurer.
- d) **Outside Audit Requirement:** Once the clerk and treasurer positions are combined, an outside audit of the town's financial affairs is required.<sup>27</sup> The audit is required because combined clerk-treasurer position does not provide the checks and balances available when the positions are separate. The frequency of the required audit depends upon town's annual revenues. Starting in 2005, an annual audit is required if the town's annual revenue are over \$150,000 "adjusted for inflation using the annual implicit price deflator for state and local expenditures as published by the United States Department of Commerce."<sup>28</sup> The Office of the State Auditor publishes the yearly audit thresholds on its website, which is \$209,000 in 2016.<sup>29</sup>
- i) **Under the Yearly Audit Threshold:** If the town's annual revenue is under the yearly audit threshold, as adjusted for inflation, the board must have an audit of the town's financial affairs conducted at least once every five years. The audit shall cover a one-year period within the five years that is chosen at random by the person conducting the audit.
- ii) **Over Yearly Audit Threshold:** If the town's annual revenue is over the yearly audit threshold, as adjusted for inflation, the board must have an audit conducted of its financial affairs every year.
- iii) **Outside Auditor Required:** The state auditor, a certified public accountant, or a certified public accounting firm must conduct the audits in accordance with minimum audit procedures prescribed by the state auditor. The accountant is required to forward a copy of the audit to the state auditor.
- e) **Upon Abandonment:** The statute handles abandonment of the option by focusing on filling the treasurer's position. The treasurer's position must be conditionally placed up for election at the election that the question of abandonment will be asked. If a majority of those voting vote to abandon the option, the treasurer's position is re-established and the person elected to that position takes office. Again, the term of the position would only be one year if the question were asked in an even numbered year. It seems clear that the previously elected clerk-treasurer would continue with the town as the clerk and the position would continue as usual in the election cycle. However, it is not clear how the clerk's position is to be treated if the clerk-treasurer was appointed. Two options seem plausible for handling this situation: (1) conditionally place the clerk's position up for election in same way as the treasurer's position; or (2) allow the clerk to serve until the following election at which the position would be placed up for election. The problem with the first option is that it could result in a turnover in both the clerk and treasurer position, leaving an absence of knowledge regarding the financial and administrative aspects of the town. The town board should consider both options and choose the one that appears to best serve the interests of the town.

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<sup>27</sup> Minn. Stat. § 367.36, subd. 1.

<sup>28</sup> Minn. Stat. § 367.36, subd. 1(c).

<sup>29</sup> In 2016 the amount needed to require a yearly audit was \$209,000. See <http://www.auditor.state.mn.us/default.aspx?page=20160130.000>.

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## 7. EFFECT OF ADOPTING AN OPTION ON OTHER LAWS

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All laws applicable to a town before the adoption of an option and consistent with the option shall govern the town after adoption of an option. Ordinances and resolutions continue in effect until amended or repealed, and no valid and legally subsisting right or liability and no judicial proceeding shall be affected by the change in the form of government.<sup>30</sup>

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## 8. ABANDONMENT OF OPTIONS

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- a) **Opportunity to Abandon an Option:** The statutes provide an opportunity to abandon a previously adopted option and reverting back to the form of town government that existed prior to the adoption of the option. The question of abandonment is raised in the same manner as the question to adopt an option (i.e., by board motion or elector petition).<sup>31</sup>
- b) **Time Period:** A question to abandon an option may not be submitted to the electors in the first three years after the option was adopted. Any time after the first three years, the question to abandon an option can be submitted to the electors.
- c) **Question:** The same language is used for question to abandon an option as is used to adopt an option, except that the word “abandoned” is substituted for the word “adopted” in the question.
- d) **Transition:** If a majority of the votes cast on the question are in favor of abandonment, the optional form of government is extinguished according to the statutory procedure. Refer to the particular options for a discussion of the effects of abandoning an option.
- e) **Notice:** After the election, the town clerk must promptly file with the county auditor and the Secretary of State, a certificate stating the date of the election, the question submitted, and the vote on the question.<sup>32</sup>

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<sup>30</sup> Minn. Stat. § 367.32.

<sup>31</sup> Minn. Stat. § 367.31, subd. 6.

<sup>32</sup> Minn. Stat. § 367.31, subd. 7.