

EDNA TOWNSHIP MEETING **January 17, 2017** www.ednatownship.org

The meeting was called to order at 8 p.m. and began with the Pledge of Allegiance.

Bill Norris, Dennis Sazama, Carol Nelson, Echo Dockter and Karen Marthaler were present.

The agenda was reviewed. Motion made, seconded and passed unanimously to keep it as presented.

The clerk's report was reviewed. Motion made, seconded and passed unanimously to accept it as presented.

The Treasurer's Report shows receipts of \$24,447.49, disbursements \$6,252.82, and working capital of \$370,554.63.

Motion made, seconded and passed unanimously to accept the report as presented.

Claims for Payment were reviewed, motion made, seconded and passed unanimously to pay claims as presented.

Jim Negg from the Little McDonald, Kerbs and Paul Lakes Improvement District presented the Board with an Edna Township Utility Permit – to protect Edna from the LID project. The township has indemnification, we cannot be sued for any action of the LID. The project must return all Edna Township property, roads, and right-of-ways to the same condition as prior to the project. Attached to the minutes.

Motion made, seconded and passed unanimously to sign the contract. There was discussion regarding having an attorney review the utility permit. It was decided to have this done later, with the understanding that the permit could be changed later.

There was discussion of the snow plowing concerns and compliments from East Paul Lake. In general it was agreed that the road right of way is not the place to plant trees.

Correspondence included an invitation to the semi-annual meeting for the Perham Area EMS on February 20, 2017.

Supper at 6:30, meeting at 7, at The Cactus. Echo will attend. Also the annual meeting for the Perham Hospital will be Wednesday February 22. Echo and Carol will be attending.

A motion was made, seconded and passed unanimously to increase election judge pay to \$13.50 per hour, effective immediately.

Note:

The annual audit of the clerk and treasurer's records will be held during the February meeting.

The meeting was adjourned at 8:50p.m.

January 17, 2017

Jim Tigg — CMKP

Terry Marshall

Date Range : 1/1/2017 To 1/16/2017

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
01/15/2017	United States Treasury	Form 944 Payment - medicare taxes for employer and employees for the year	2910	\$527.80	100-41110-100-	Council/Town Board	\$527.80
01/15/2017	Sonnenberg Excavating	Snowplowing and sanding for November 18,22,23	2911	\$3,827.00	201-43101-400-401	Highways, Streets & Roadways	\$3,827.00
01/15/2017	Sonnenberg Excavating	Brushing - November 28, 29	2912	\$1,317.50	201-43101-400-413	Highways, Streets & Roadways	\$1,317.50
01/15/2017	Sonnenberg Excavating	Snowplowing - December 7,8,11,14,19,20,22,26-30	2913	\$12,900.00	201-43101-400-401	Highways, Streets & Roadways	\$12,900.00
01/15/2017	Newling Asphalt Services	Asphalt patch on 450th ST	2914	\$1,150.00	201-43101-224-403	Highways, Streets & Roadways	\$1,150.00
01/15/2017	Forum Communication Company	Filing notice published in Focus and Contact	2915	\$234.90	100-41131-352-214	Publishing	\$234.90
01/15/2017	City of Dent	Annual rent for space in Community Center	2916	\$1,200.00	100-41940-210-213	General Government Buildings and Plant	\$1,200.00
Total For Selected Claims				\$21,157.20			\$21,157.20

Date Range : 1/1/2017 To 1/16/2017

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Date</u>	<u>Detail</u>
	<i>Carol Nelson</i>		Town Supervisor				<i>1-17-2017</i>	
	<i>Dennis P. Szama</i>		Town Supervisor				<i>1-17-2017</i>	
	<i>William Norris</i>		Town Supervisor				<i>1-17-2017</i>	

For the payroll period ending: 01/17/2017

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41425-100		Dockter, Echo L	467.75
		Account Total	467.75
100-41510-100		Marthaler, Karen	374.20
		Account Total	374.20
100-41110-100		Unallocated due to rounding	\$0.00
		Total For Period	\$841.95

Carol Nelson

Carol Nelson Town Supervisor

1-17-2017

Date

Dennis Sazama

Dennis Sazama Town Supervisor

1-17-2017

Date

William Norris

William Norris Town Supervisor

1-17-2017

Date

EDNA TOWNSHIP UTILITY PERMIT

Little McDonald, Kerbs and Paul Lakes Improvement District, whose address is P.O. Box 133, Perham, Minnesota 56573-0133 (the "Applicant"), hereby applies for a permit on this 17 day of January, 2017, to install, operate, maintain, relocate, or remove a system of buried pipe (the "Utilities") in the right-of-way owned by Edna Township, a Minnesota political subdivision (the "Township"), as shown in the plans attached as Exhibit A.

The Applicant will install, operate, maintain, relocate, or remove its Utilities on, through, and under the real estate described in Exhibit A.

On September 20, 2016, the Township's governing body met and approved the Applicant to install, operate, maintain, relocate, or remove the Utilities in the right-of-way owned by the Township.

Installation, operation, maintenance, relocation, or removal of the Applicant's Utilities on the Township's right-of-way shall conform to the following provisions:

- (1) The Applicant shall complete construction and maintenance at the Applicant's sole expense.
- (2) The Applicant shall place its Utilities at the designated depth as set forth in the plans submitted.
- (3) Within thirty (30) days after installation, operation, maintenance, relocation, or removal of the Applicant's Utilities, the Applicant shall restore any disturbed areas where installation, operation, maintenance, relocation, or removal of its Utilities occurred to the original condition, and the Applicant shall reseed the vicinity disturbed by the Applicant's activities. The Applicant shall maintain the area for a period of one (1) year from the date of completion.
- (4) The Applicant shall install marker posts at all crossings on the right-of-way line, or at any other point as designated by the Township.
- (5) The Applicant shall complete installation, operation, maintenance, improvements, relocation, and/or removal of the Applicant's Utilities on the Township's right-of-way in a manner reasonably satisfactory to the Township.
- (6) Following substantial completion of the construction of the Applicant's Utilities, the Applicant will not install, operate, maintain, improve, relocate, or remove the Applicant's Utilities in any manner that disrupts or interferes with the Township's right-of-way or the Township's use of its property or facilities.
- (7) The Township shall not be liable for damage to the Applicant's Utilities resulting from reconstruction or maintenance of the Township's facilities or right-of-way. The Applicant hereby releases the Township, and shall defend, indemnify, and hold harmless the Township, and all of the Township's employees, officers, and agents, from and against any and all claims, demands,

causes of action, or demands for relief, including costs, expenses, and attorneys' fees, that may arise out of or result from any acts or omissions regarding this permit or the Applicant's installation or maintenance of its Utilities under this permit, or any accident, injury, or damage to person, property, or equipment as a result of the Applicant's entry upon or use of the Township's right-of-way or property. In the event that any claims, demands, causes of action, or demands for relief arise against the Township, its employees, officers, or agents, the Township shall give reasonable notice to the Applicant and properly tender any and all defenses and information regarding the claim, demand, cause of action, or demand for relief. If the Township fails to give reasonable notice of any claims, demands, causes of action, or demands for relief and the statute of limitations for that claim, demand, cause of action, or demand for relief expires, the Applicant shall not be liable due to the Township's failure to give notice. Stacking of claims is prohibited and the Township shall only be liable pursuant to liability limits under Minnesota law.

(8) The Applicant, at its own cost, shall repair or replace the Township's structures, facilities, right-of-way, or any other property owned by the Township, as well as any existing utilities located on, over, or under the Township's right-of-way, which may be damaged or affected as a result of the Applicant's installation and maintenance of the Applicant's Utilities on the Township's right-of-way.

(9) The Applicant shall be solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations of any other federal, state, county, or local governments or governmental entities, which may be applicable to the Applicant's activities. Further, the Applicant shall be solely responsible for obtaining all applicable licenses, permits, or other approvals necessary, if any, regarding the Applicant's activities under this permit.

(10) The Applicant shall be solely responsible for all costs and expenses associated with complying with its obligations under this permit.

(11) This permit will be construed and enforced in accordance with Minnesota law.

(12) If any court of competent jurisdiction finds that any provision or part of this permit is invalid, illegal, or unenforceable, that portion will be deemed severed from this permit, and all remaining terms and provisions of this permit will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this permit is invalid, illegal, or unenforceable.

(13) Any modifications or amendments of this permit must be in writing and signed by the Applicant and the Township.

The Applicant hereby agrees to the above terms and conditions. This application shall become effective on the date written above, as a permit to do the work described, once both the Applicant and Township sign below.

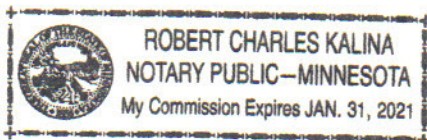
APPLICANT:

LITTLE MCDONALD, KERBS AND
PAUL LAKES IMPROVEMENT
DISTRICT

BY: Roger A. Neitzke
Its Representative

STATE OF MINNESOTA)
) ss.
COUNTY OF OTTER TAIL)

On this 11th day of January, 2017, before me, a Notary Public in and for said County and State, personally appeared Roger Neitzke, known to me to be a representative of Little McDonald, Kerbs and Paul Lakes Improvement District, that is described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same on behalf of Little McDonald, Kerbs and Paul Lakes Improvement District.



[Signature]
Notary Public, Otter Tail County, MN
My Commission Expires:

(SEAL)


TOWNSHIP:

EDNA TOWNSHIP

BY: 
Its Representative

STATE OF MINNESOTA)
) ss.
COUNTY OF OTTER TAIL)

On this 17th day of January, 2017, before me, a Notary Public in and for said County and State, personally appeared William Norris, known to me to be a representative of Edna Township, that is described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same on behalf of Edna Township.


Notary Public, Otter Tail County, MN
My Commission Expires: indeterminate

