

**Hobart Township Monthly Meeting
April 12, 2011**

Present: DuWayne Sonnenberg, Ray Sonnenberg, Terry Hockett, Kathy Glawe, Debi Moltzan, Marv Heisler, Joe Stenger, Steve Ehnert, Ray Sazama, Rick Sonnenberg, and Torey Sonnenberg.

R Sonnenberg made a motion to approve the minutes from the March monthly meeting and the reorganization meeting. D Sonnenberg second. All in favor. Motion carried.

Hockett gave an update on the purchase of a new vehicle for the Perham EMS.

Glawe gave the treasurer's report.

D Sonnenberg made a motion to approve the disbursements as read. R Sonnenberg second. All in favor. Motion carried.

R Sonnenberg stated that naming the Township engineer/consultant was omitted at the reorganization meeting. R Sonnenberg made a motion to name Jeff Stabnow as the Township engineer and consultant. D Sonnenberg second. All in favor. Motion carried.

Heisler questioned if the Wymer Lake rocking project is to be continued. The Board stated that it was and action was taken on this last fall to continue the rip rap project.

Blading and snow plowing quotes were reviewed. Two quotes were received for blading, one from Steve's Road Maintenance and one from Sonnenberg Road Maintenance. Two quotes were received for snow plowing, one from Ray Sazama and one from Sonnenberg Road Maintenance. Hockett thanked everyone for taking the time to submit quotes. The quotes were reviewed and discussed. The quote for snow plowing from Sonnenberg Road Maintenance was for \$74.00 per hour with the fuel clause based on \$3.69 per gallon, add or subtract \$0.50 per hour for each \$0.07 per gallon increase. The snow plowing quote from Sazama was for \$75.00 for the motor grader, \$80.00 per hour for the single axel or double axel truck with sanders and a fuel clause for the grader based on \$3.90 per gallon and \$4.10 per gallon for the trucks with a \$0.07 per gallon surcharge equal to \$0.50 per hour. Grading quote from Sonnenberg Road Maintenance was \$71.00 per hour with fuel based on \$3.69, add or subtract \$0.50 per hour for each \$0.07 gallon increase or decrease. The grading quote received from Steve's Road Maintenance was \$76.00 per hour with fuel based on \$3.30 per gallon and add or subtract \$0.50 per hour for each \$0.07 gallon increase or decrease. After much discussion, it was decided that the Board would inspect the equipment in the snow plowing quotes before making a final decision. The Board asked each of the quote submitters questions regarding the quotes and equipment. Hockett made a motion that this meeting be continued on April 26th at 7:00 p.m. to make a final decision on who should get the snow plowing quote. D Sonnenberg second. All in favor. Motion carried.

Discussion was held as to whether or not R Sonnenberg would have a conflict with Sonnenberg Road Maintenance since this was relation. A conflict of interest resolution had previously been signed for D Sonnenberg as an employee of Steve's Road Maintenance stating that there was no financial interest or gain by D Sonnenberg working for Steve's Road Maintenance. R Sonnenberg stated that he does not have a financial interest in Sonnenberg Road Maintenance nor does he receive any payments from them and therefore could vote.

Hockett made a motion to accept the quote from Sonnenberg Road Maintenance based on the fact that he felt the quote was more accurate and in the long run less expensive. R Sonnenberg second. D Sonnenberg abstained from voting. Majority in favor. Motion carried.

D Sonnenberg made a motion stating that the Supervisors would be meeting with the quote submitters to inspect their equipment and that if the Board should choose to look at the equipment together, it was for the sole purpose of inspecting the equipment and getting questions answered in order to make a decision at the April 26th meeting and that no decisions would be made during the inspection. Tentative date for inspecting the equipment is set for April 15, 2011. Hockett second. All in favor. Motion carried.

R Sonnenberg suggested that this issue should be reviewed by the Township attorney prior to finalizing the contract.

Dust guard quotes were received from Becker County and Stenger's Dust Control. Both quotes were reviewed and were the same. D Sonnenberg made a motion to accept the quote from Stenger's Dust Control based on the fact that Stenger has a good working relationship with the Township and has done good work in the past. R Sonnenberg second. All in favor. Motion carried.

Road Tour date has been scheduled for Friday, April 29, 2011 at 1:00 p.m. Attending the road tour will be Hockett, D Sonnenberg and Moltzan. R Sonnenberg suggested that, when doing the tour, consider graveling entire sections of roads, such as one mile stretches.

The roads south of State Hwy 228, that are not dedicated in a plat or previously recorded, have been surveyed and legally described. Before the road easements could be recorded a public hearing would have to be held. Moltzan will begin working on the public hearing details and give a report at the next meeting as to when the public hearing should be held.

R Sonnenberg gave an update on the CDH-Vergas Fire Department and stated that the Department has a new fire chief, which is Jeff Zitzow.

Moltzan gave an update on Short Course and procedures that the Township needs to change, which included a resolution for the treasurer, resolution for board compensation

and a resolution for record retention. Hockett made a motion to accept these resolutions since they would be in the best interest of the Town. D Sonnenberg second. All in favor Motion carried. Further research would be done to see if conflict of interest resolutions need to be done for election judges that are spouses of Board members. The Township attorney will have to be contacted regarding the zoning ordinance that is now longer enforced and the parking ordinance to determine whether they need to be updated or abolished, which was strongly suggested at the Short Course.

Moltzan stated that there is a legal seminar being held in Albertsville, MN in June and in September and stated that it would be in the best interest of the Board and Town is she attended. The seminar and materials are free so the only expense would be the per diem, mileage and one meal. R Sonnenberg made a motion to allow the clerk to attend the legal seminar. D Sonnenberg second. All in favor. Motion carried.

At this time, Hockett recessed the meeting until April 26th, 2011 at 7:00 p.m

The April meeting reconvened April 26, 2011 at 7:00 pm. Present were Terry Hockett, DuWayne Sonnenberg, Ray Sonnenberg, Kathy Glawe, Debi Moltzan, Ray Sazama, Steve Ehnert, Torey Sonnenberg, Rick Sonnenberg, Jeff Stabnow and Nate Welte.

Welte spoke in response to the correspondence between him, R Sonnenberg and Moltzan. The issue at hand was whether or not there was a conflict of interest with R Sonnenberg voting on the quotes since once of the quotes was received from his nephew. Welte's summarization was that there is a conflict of interest for D Sonnenberg, which he handled correctly by abstaining from the decision of the grading contract and that there was no conflict of interest for R Sonnenberg because there is no direct financial connection. Welte further stated that the notice in the paper should be the notice honored rather than the quote sheet used in past practice and the fact that the notice did not state that the quote sheet must be used and that the equipment had to be owned prior to quote submission. Welte suggested, that in the future, the quotes should be obtained through a sealed bid process to alleviate conflicts of interest. Welte stated that he is here to represent the Board, not any individual on the Board. Welte felt that the decision made at the April 12, 2011 meeting was handled properly.

D Sonnenberg referred to an email correspondence between MATT attorney and R Sonnenberg. Welte reviewed the correspondence and stated that the response was in agreement with Welte's answer.

Ehnert stated that it was his understanding that in order to submit a quote one must own the equipment and that maybe the quotes should be rejected and resubmitted. Welte stated that the TWP has the right to reject all quotes. Welte also stated, after a brief look at other paperwork, that the paperwork indicates that T Sonnenberg purchased the grader prior to submitting the quote, but does not know what took place with the place of purchase.

Further discussion was held, which included, whether or not proof of ownership is

required prior to submitting a quote, indemnification, contract for services and whether or not the awarding of the blading contract should stand. Since there were no motions, the blading contract stands as approved at the April 12, 2011 meeting.

The snow removal quotes were reviewed. Discussion was held regarding the equipment, break down of equipment costs, how many twps each contractor services, commitment of the contractors to remove snow at all hours of the day/night. R Sonnenberg stated that there has been good snow removal in the past and does not expect anything less from the new contractor chosen. D Sonnenberg suggested that one contractor get the blading contract and one get the snow removal contract.

After much discussion, Hockett made a motion to award the contract to Sonnenberg Road Maintenance based on the fact that it was the lower quote. The motion died due to lack of a second.

Further discussion was held regarding price, size and amount of equipment, availability of the equipment, quality of work and past performances of both contractors.

D Sonnenberg made a motion to award the snow removal contract to Ray Sazama based on his past performances on other jobs. Hockett second. Hockett stated that nothing would be gained by rejecting these quotes and re-advertising since there were only two contractors that submitted quotes. All supervisors voted in favor of the motion. Motion carried.

T Sonnenberg questioned why the lowest bid was not accepted. It was explained that the motion died due to a lack of a second. Welte further explained that the Board can award contracts on best value, which can include which contractor can offer the most for the money spent. Welte explained that if a sealed bid is done, it would avoid conflicts and the lowest bid must be taken.

Welte was asked about the Ordinances that the TWP has but is not enforcing. Welte stated that if the Board is not going to enforce and update the Ordinances, the Ordinances should be repealed. Welte will put together an outline the steps that need to be taken to repeal the Ordinances. At this time, the Board asked Welte to also put together an outline on the steps required to record the township roads.

Stabnow gave a report on the road issue by Maki's on East Wymer Lake Road. The muskrats are undermining the road and repair needs to be done. Stabnow gave his recommendation that one area should be fixed by raising the road and adding a culvert before going further. If this alleviates that problem, no further work will have to be done. If it does not alleviate the problem, further work would need to be done. Stabnow will bring an estimate as to what permits would be required and what the cost of the work would be to the next meeting. Stabnow gave an update on 470th St and what possibly could be done with that road. Stabnow will put together an estimate on the work that should be done on this road and bring it to the next meeting for the Supervisors to review before making any decisions.

At this time, the service contracts were signed. One contract with Ray Sazama for snow removal and one contract with Sonnenberg Road Maintenance for grading.

Since there was no further business to come before the Board, Hockett adjourned the meeting at 8:45 p.m.

Respectfully submitted,

Debi Moltzan, Clerk