

# **Township of Breitung Agenda-Special Meeting**

**Township of Breitung Special Meeting 07/21/2020**

**Breitung Town Hall 12 Noon and via teleconference**

**Call in information (701) 802-5299, Access Code 8973797#**

- Call the meeting to order/Roll Call
- Acceptance of Agenda
- Approval of Minutes
  - June 23rd, 2020-Regular Meeting
- Approval of June 2020 Treasurers Report
  - Checks Written-44410 to 44517
  - Total Disbursements-\$180,412.80
  - Fund Balance-\$201,107.55
- Correspondence
  - League of MN Cities
  - IRRR Grants
  - MMUA Safety Training
- Public Input

## **Reports:**

- Police
- Fire
- Road and Bridge
- McKinley Park
- Recreation
- Wastewater Board

## **Old Business**

- Midco –Agreement Passed last meeting, need to vote to publish summary, need help from township attorney
- Lenci Construction Punch List-see Mesabi Bit attachment
- Road & Bridge Projects

- Hiking, Bike Trail application to IRRR and Resolution to move forward with grant application
- Mesabi Bit Punch List
- Window Treatments
- Internet @ McKinley Park
- Update on Township Operations
- Ambulance Agreement
- Certificate of Appointment-Deputy Clerk Renee Pearson 07/01/2020
- Blight

### **New Business**

- Pay Bills
- Variance Application
- Loan Due on Town Hall Improvements
- SCBA Grant Received from First Responder
- Coronavirus Relief Fund Certification
- Covid 19-Preparedness Plan
- Community Internet Policy
- Resolution #10-Accepting Funds from the Department of Iron Range Resources & Rehabilitation and Grant Contract
- Resolution #11-Election Judges
- Replacement of M100 Voting Machine-Cost approximately \$5500-\$5600.
- New State Park Road Speed Limit Change

Next Regular Meeting Date-August 25th, 2020 @ 12 Noon

Adjourn

## Township of Breitung Monthly Meeting 06/23/2020 12:00PM-In Person & Via Teleconference

Present: Chairman Tim Tomsich, Supervisor Chuck Tekautz, Supervisor Greg Dostert, Treasurer Jorgine Gornick, Clerk Dianna Sundahl

Absent: None

Public: Dan Nylund-Police, Steve Burgess-Fire Dept., Tom Gorsma-Maintenance, Stephanie Ukkola-Timberjay, Jason Sachs-Midco, Ryan Binstock-Midco

Call to Order @ 12 noon by Chairman Tomsich

### Acceptance of Agenda:

Motion by Supervisor Tekautz to accept the Agenda

2<sup>nd</sup> by Supervisor Dostert

Motion Passed 3-0

### Approval of Minutes:

Motion by Supervisor Dostert to approve minutes as presented for:

Regular Meeting 05/26/2020

Special Meeting 06/10/2020

2<sup>nd</sup> by Supervisor Tekautz

Motion Passed 3-0

### Treasurers Report:

Checks Written: 44315-44410

Total Disbursements: \$92,442.27

Fund Balance Total: \$74,400.47

Motion by Supervisor Tekautz to approve the treasurer's report as presented

2<sup>nd</sup> by Supervisor Dostert

Motion Passed 3-0

### Correspondence:

- Taconite Area Community Relief Grant-For Businesses
- Operation Round Up Grant-\$2500 for replacement of tanks for FD received
- Minnesota Power Grant-awaiting \$4000 for replacement of tanks for FD
- LCP-Electric Meters @ McKinley Park
- TAAS Ambulance Fund-Township not to make a payment until signed agreement.  
There is a scheduled meeting 07/06/2020, Supervisor Tekautz to attend
- Broadband Coalition-Survey on Website
- No Change 2021 MSW Disposal Fee
- State Demographics-Reports for Breitung Township-575 population, 276 households
- LCP Capital Credit Allocation
- 2019 Drinking Water Report-placed on website

Public Input: None

Reports:

- Police-On File
- Fire-On File
- Road and Bridge-None
- McKinley Park-Playground now accessible, new benches and table to arrive 07/02.
- Recreation-1 Scheduled Baseball Tournament July 11-12<sup>th</sup>, possibly one August 6th
- Wastewater Board-The State did not pass bonding bill this session, looking to John Jamnick for a proposal to reduce Inflow & Infiltration

Motion by Supervisor Tekautz to accept reports as presented

2<sup>nd</sup> by Supervisor Dostert

Motion Passed 3-0

Old Business:

- Jason Sachs and Ryan Binstock here from Midco. Upgrades made to microwave for cable network this spring. Internet is fiber. Lack of fiber in this area is why internet has troubles

Motion by Supervisor Tekautz to approve Franchise Agreement (Ordinance granting a franchise to Midcontinent Communications to maintain a cable communications system in the Township of Breitung, Minnesota) as presented

2<sup>nd</sup> by Supervisor Dostert

Motion passed 3-0

- Lenci Punch List-Items remaining are: Double Doors in Community Center, Roof Addition/Ice Buildup, Garage Vent and Cameras. Moved cement sealing and Town Hall Blacktop to Mesabi Punch List
- Road & Bridge Punch List-Items remaining are: Grade dirt roads with Class 5-Mallard Drive to be done first, Sanitary Sewer Casting-Mineview, Sanitary Sew Casting @ Bike Trail and Ballfield, Main St and Poplar Alley, Hockey Boards, Dust Control, McKinley Park Benches, and Heat to Booster Pump. Police Building and State Park Rd moved to Mesabi Punch List.
- Window Treatments-3 windows in Community Room & 1 in Post Office to be done. Chuck will call Aaron from AKInstall to come review
- Internet at McKinley Park-No updates
- Township Operations
  - a) Township Building will be open for business, Public Meetings, Water & Fire Meetings, but will be closed to the public through July 31<sup>st</sup>.

New Business

- Pay Bills:

Motion by Supervisor Dostert to pay bills as presented

2nd by Supervisor Tekautz

Motion Passed 3-0

- Conditional Use Permits:  
Motion by Supervisor Tekautz to accept and sign permits as presented for Anderson and Brown  
2<sup>nd</sup> by Supervisor Dostert  
Motion Passed 3-0
- Acceptance of new Fire Department member. Fire Department Officer Group and Fire Department Membership group has already approved application.  
Motion by Supervisor Dostert to accept application of new fire department member pending completion of physical and background check  
2<sup>nd</sup> by Supervisor Tekautz  
Motion Passed 3-0
- Request increase of \$239 from original \$1000 for purchase of Maintenance Supervisor Tablet. This includes case and screen protector.  
Motion by Supervisor Tekautz to approve increase of \$239 for purchase of tablet and accessories  
2<sup>nd</sup> by Supervisor Dostert  
Motion Passed 3-0
- Deputy Clerk Position-Dianna has chosen Renee Pearson. Request funding for training.  
Motion made by Supervisor Dostert to approve funding for training for the new deputy clerk  
2<sup>nd</sup> by Supervisor Tekautz  
Motion Passed 3-0
- Blight-Follow up next month
- RV Speed Limit: Just a reminder to the public about ATV's, 4 Wheelers and Snowmobiles that it is a privilege to drive on township roads and to be mindful of the 15mph speed limit

Next Meeting (Special): Tuesday 07/21/2020 at 12noon

Regular Meeting: Tuesday July 28<sup>th</sup>, 2020 at 12 noon-Cancelled due to conflict of schedule

Adjourn:

Motion made by Supervisor Tekautz to adjourn the meeting

2nd by Supervisor Dostert

Motion passed 3-0

Respectfully Submitted

Dianna Sundahl  
Clerk, Breitung Township

## TOWNSHIP OF BREITUNG

Jun-20

GENERAL	13,416.14
ROAD & BRIDGE	32,663.17
FIRE	27,987.05
PARK	31,063.54
RECREATION	8,064.63
POLICE	36,957.78
PROJECTS	5,538.49
WATER DEPT	45,416.75
TOTALS	201,107.55



June 19, 2020

Dear Mayors and Administrators,

Life-changing events have made for extraordinary times here in Minnesota and worldwide. We wish you the best as your communities respond to both the new realities posed by the COVID-19 pandemic, and a renewed social movement to address racial equity following the recent death of George Floyd.

The League of Minnesota Cities understands that the next few months will be particularly challenging for our members in terms of budgeting and financial resource concerns. We know that many cities are already making tough choices involving staff furloughs and layoffs, and service cuts to make ends meet in the short term.

**We will do everything we can to support you in those efforts and want to let you know that, in recognition of these unique times, the League's Board of Directors voted yesterday to refrain from implementing a membership dues increase for the next fiscal year.**

That means a preliminary maximum member dues schedule increase of zero percent (0%) for the League's 2021 fiscal year that runs from September 1, 2020 through August 31, 2021.<sup>1</sup>

The League's final dues schedule is similar to how your city sets its preliminary levy increase in that it cannot be higher than the maximum that is set. The Board will make its final decision on annual dues when it meets in August to approve the League's FY 2021 budget.

COVID-19 has already changed many of the ways the League has conducted business over the past several months, particularly in the areas of communication and member relations. Please rest assured, though, that neither flat dues or effects of the pandemic will in any way compromise the delivery of service that our members need and expect from the League. We are well-positioned financially to seamlessly sustain a period of lower revenues without making program or service reductions.

As a matter of fact, you may have noticed that the League has upped-our-game to match your unique needs during this unparalleled time in our history. At a rapid pace, we are developing and sharing information through our web site and publications related to both coronavirus response and race equity resources. Our Intergovernmental Relations team is diligently working to advocate for our member's interests during the special legislative session and all of our staff are working on high alert to address ongoing member questions and concerns. We do this to help make your jobs easier.

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<sup>1</sup> Actual dues include a population factor so a net change for each city may vary based on your population changes.

**From:** Venne, Jeri (IRR) <jeri.venne@state.mn.us>  
**Sent:** Wednesday, July 8, 2020 4:50 PM  
**Cc:** Venne, Jeri (IRR); Beaudette, Danae (IRR); Ridlon, Whitney (IRR); Ismil, Chris (IRR); Plummer, Jim (IRR)  
**Subject:** Grant Opportunities Available now

**Iron Range Resources & Rehabilitation invests resources to foster vibrant growth and economic prosperity in northeastern Minnesota.**

**The following grant programs began accepting applications for the fiscal year 2021 funding cycle on July 1:**

- **Business Energy Retrofit (BER)** – Assists small businesses with 100 employees or less with energy efficiency improvements to their buildings. Administered by Arrowhead Economic Opportunity Agency.
- **Commercial Redevelopment** – Assists communities with demolition of dilapidated commercial or industrial buildings and cleaning up brownfields for the purpose of redevelopment. Contact Chris Ismil at (218)735-3010 or Chris.Ismil@state.mn.us
- **Community Infrastructure** - Assists communities with infrastructure projects that support residential and public facility development. Contact Chris Ismil at (218)735-3010 or Chris.Ismil@state.mn.us
- **Development Infrastructure** - Assists communities with projects that support economic development. Contact Chris Ismil at (218)735-3010 or Chris.Ismil@state.mn.us
- **Development Partnership** - Assists with research, education and development-based initiatives that support long-term economic growth. Contact Whitney Ridlon at (218)735-3004 or whitney.ridlon@state.mn.us
- **Downtown Building Rehabilitation (DBR)** - Assists business and building owners with code compliance improvements. Administered by Arrowhead Economic Opportunity Agency.
- **Mineland Reclamation** - Assists with highly visible development and restoration of mining-impacted land. Contact Jim Plummer at (218)274-7006 or jim.plummer@state.mn.us
- **Regional Trails** - Assists with design, engineering and construction of various types of trails such as biking, hiking, walking, ATV, skiing and snowmobile. Contact Jim Plummer at (218)274-7006 or jim.plummer@state.mn.us
- **Residential Redevelopment** - Assists communities with the demolition of dilapidated residential structures including single-unit residential homes, residential duplex homes, garages, sheds and barns. Contact Danae Beaudette at (218)735-3022 or danae.beaudette@state.mn.us
- **Iron Range School Collaboration: (1) Bricks & Mortar and (2) Innovative Academic Programming** - Assists with regional multi-district collaborative initiatives that create greater availability and access to high quality education for students and training for educators. Contact Whitney Ridlon at (218)735-3004 or whitney.ridlon@state.mn.us
- **Workforce Development** - Assists with education and training initiatives that emerge from industry sectors, schools or collaborations that address workforce needs. Contact Danae Beaudette at (218)735-3022 or danae.beaudette@state.mn.us

**Eligible applicants in our service area are encouraged to apply. Click here to learn more about application dates and view grant guidelines. Click here to access the grant application portal (FLUX).**

**Iron Range Resources & Rehabilitation funds its grants through taxes paid by Minnesota's mining industry.**



**From:** Janet Aultman [mailto:janet.aultman@breitungtownship.org]  
**Sent:** Monday, July 20, 2020 11:03 AM  
**To:** Debbie Marinaro; Destin Andersen; Dianna Sundahl Breitung Township; Harold Langowski; Terri Joki-Martin; Terry Jackson; Theresa Martinson; Tina from Cook; Victoria Ranua City of Tower  
**Subject:** Meetings on Wednesday, July 22nd, 2020

Hello all.

Just to clarify Wednesday's meeting(s).....

This will be a meeting for the city representatives ONLY!. Be sure to tell your employees that the training has been postponed...

These meeting to discuss how to safely proceed with training through the remainder of 2020, as well as, performing the Annual Review of three programs contained in the Safety Manual PLEASE REMEMBER TO BRING YOUR SAFETY MANUAL TO THE MEETING YOU PLAN ON ATTENDING.

I have a ZOOM conference scheduled for today between MMUA and the League of Cities to discuss the best and safest methods in moving forward.

Also, masks are mandatory for these meetings...and we will practice social distancing.

Harold sent out this email on Friday for the 9:00am Ely meeting.....

We will meet in the Ely Council chambers. 209 East Chapman Street, upstairs. We have the room set up to properly distance.

The scheduled Cook meeting will take place at 1:00pm the Cook Community Center located at 510 Gopher Drive. unless I hear differently....

Thanks to all that responded. I'll see many of you on Wednesday.

Be Safe.

Janet Aultman  
Regional Safety Coordinator  
Minnesota Municipal Utilities Association  
Cell: 612.670.3628

## 2020 VERMILION RANGE REGIONAL SAFETY GROUP

### SAFETY TRAINING SCHEDULE

Babbitt, Breitung Township, Ely, Tower, Winton, Cook

<u>Date</u>	<u>Topic</u>	<u>Attendance</u>
<b>Jan 15<sup>th</sup>, 2020 (WED)</b> <u>Time: 9:00am @ Ely</u> <u>Time: 1:00pm @ Cook</u>	An Overview of AWAIR, Right to Know  <i>Safety Committee: 8:00am Ely / 3:00pm Cook</i>	All Employees
<b>March 25<sup>th</sup>, 2020 (WED)</b> <u>Time: 9:00am @ Ely</u> <u>Time: 1:00pm @ Cook</u>	Confined Space Entry  <i>Safety Committee: 8:00am Ely / 3:00pm Cook</i>	Public Works EEs
<b>May 20<sup>th</sup>, 2020 (WED)</b> <u>Time: 9:00am @ Ely</u> <u>Time: 1:00pm @ Cook</u>	Emergency Action Plans / Fire Extinguisher Use Chainsaw Operator Safety Training {Ely} 10:30am – 11:30am  <i>Safety Committee: 8:00am Ely / 3:00pm Cook</i>	All Employees
<b><u>MID YEAR BREAK</u></b>		
<b>July 22<sup>nd</sup>, 2020 (WED)</b> <u>Time: 9:00am @ Ely</u> <u>Time: 1:00pm @ Cook</u>	Minnesota Department of Public Safety, Commercial Motor Vehicle Division: CDL vs. Non-CDL, Load Securement, MN Hands Free Law, MN Seatbelt Use for Public Sector <i>Safety Committee: 8:00am Ely / 3:00pm Cook</i>	ANY EMPLOYEE
<b>Sept 23<sup>rd</sup>, 2020 (WED)</b> <u>Time: 9:00am @ Ely</u> <u>Time: 1:00pm @ Cook</u>	Emergency Action Plans / Fire Extinguisher Use  <i>Safety Committee: 8:00am Ely / 3:00pm Cook</i>	All City Employees
<b>October 28<sup>th</sup>, 2020 (WED)</b> <u>Time: 9:00am @ Ely</u> <u>Time: 1:00pm @ Cook</u>	Lockout / Tagout {Control of Hazardous Energy} Personal Protective Equipment, Cold Disorders  <i>Safety Committee: 8:00am Ely / 3:00pm Cook</i>	Public Works EEs

ISSUED: 07/01/2020

OSHA REQUIRED SAFETY TRAINING - RED



## BREITUNG POLICE DEPARTMENT

SERVING BREITUNG TOWNSHIP, THE TOWN OF SOUDAN, AND THE CITY OF TOWER

PHONE: (218) 753-6660

FAX: (218) 753-2407

41 1<sup>ST</sup> AVE • P.O. BOX 6

SOUDAN MN 55782

DAN NYLUND

CHIEF OF POLICE

June 2020

**CALLS: 289**

**CITATIONS/FORMAL CHARGES: 7**

**MONTHLY MILEAGE: 2136 (TAHOE: 1587 EXPLORER: 549)**

**SQUADS:** Current end of the month mileage for the Gold 2012 Chevy Tahoe (Tower) is **97,987**. Current end of the month mileage for the 2017 Ford Explorer is **28,774**.

**ADDITIONAL SHIFTS:** During the month of June the Breitung Police Department worked 5 extra TZD shifts.

**TRAINING:** N/A

**MISC:** Please continue to check with the CDC for Covid 19 updates.

### CALL SUMMARY

#### **CITATIONS/FORMAL CHARGES/ARRESTS:**

- 3 Harassing telephone calls - Citation
- 1 DUI – Referred to County Attorney
- 1 Assault Misdemeanor- Citation
- 2 Speed - Citation



[facebook.com/breitungpolicedept](https://facebook.com/breitungpolicedept)



[@breitungpolice](https://twitter.com/breitungpolice)

**Breitung Fire & Rescue**  
**Box 337**  
**33 1<sup>st</sup> Ave.**  
**Soudan, Mn. 55782**

**July Fire Dept Report**

Regular monthly fire dept meeting was held on 7/8/20. Highlights new member Lance Dougherty attended his first meeting, review and discussion of fire calls, assigned members for monthly apparatus checks and equipment checks, acknowledged Gary Sinise Foundation award for SCBA tank replacement, discussion and use of PPE for virus protection, completion of lighting project for boathouse, box alarm issue was corrected by St. Louis county to reflect calls we will respond for mutual aid, discussion on system to honor past members with 20 years of service or more, new hose received for boat and sled, SOG refinement by Minnesota Public Safety group was discussed.

During meeting we were paged for call with fire boat so training was conducted for the boat.

Since last regular meeting in June we responded to following emergency calls:

- 6/19 mutual aid with ENFD for wild land fire Bear Head State Park
- 6/22 Puncher Point Breitung Township camp fire
- 6/27 mutual aid with GFD electrical fire-cancelled in route
- 6/27 mutual aid with GFD wild land fire Pine Island
- 6/28 mutual aid with GFD smoke alarm Duffy Island-cancelled in route
- 6/29 mutual aid GFD smoke in area-Hwy 77-cancelled in route
- 7/6 Soudan for power line down
- 7/8 Bass Bay Breitung township smoke in area

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**From:** tcoombe@aol.com  
**Sent:** Monday, June 29, 2020 1:01 PM  
**To:** phil.talmage.ifalls@outlook.com; leaf.river.ag@plantpioneer.com;  
bkinnunen@isd318.org; randy@keyingredients.us; bhaugen@esko.k12.mn.us;  
sweetlew12@gmail.com; josh\_weckman@roseau.k12.mn.us; williamtafs@me.com;  
joewicklund@hotmail.com; fivancich@ely.k12.mn.us; adonais@isd2142.k12.mn.us;  
mganttt@ely.k12.mn.us; merhar46@gmail.com; clerk@breitungtownship.org;  
toodyroy@hotmail.com  
**Subject:** Schedule - Sir G's Midsummer Classic  
**Attachments:** 20 Sir Gs with 10.pdf; EBA 2020 Return to Play Protocols REVISE.pdf

Coaches/Organizers -

Please see the attached schedule for the 2020 Sir G's Midsummer Classic, set for July 10-12 with games at both Ely and Soudan. Reminder that entry fee is \$300, payable to Ely Baseball Association, plus two balls per game.

I'm also attaching the safety protocols we have adopted here in Ely this summer. Our concession stand will be open and we will have hand sanitizer available in the dugouts, at the concession stand and elsewhere in the ballpark. Our bleachers and pavilion area are open for seating/standing and there is much room to spread out. We are limited to 250 persons but that should not be an issue.

I would ask that sometime during your stay in Ely that you consider getting pizzas at Sir G's, which is continuing to help sponsor the tournament even in these difficult times.

Let me know if you have any questions.

Thanks,  
Tom Coombe  
Ely Baseball

AN ORDINANCE GRANTING A FRANCHISE TO MIDCONTINENT COMMUNICATIONS TO MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE TOWNSHIP OF BREITUNG, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

The Township Board of Breitung Township ("Franchising Authority") ordains:

**FINDINGS**

In the review of the application of Midcontinent Communications, ("Grantee"), and as a result of a public hearing, the Franchising Authority makes the following findings:

- 1.) The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
- 2.) Grantee's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and
- 3.) The Franchise granted to Grantee complies with the existing applicable Minnesota Statutes, federal laws, and regulations.

**SECTION 1.**

**SHORT TITLE AND DEFINITIONS**

- 4.) Short Title. This Cable Communications Ordinance shall be known and cited as the Franchise.
- 5.) Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
  - (a) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).
  - (b) "Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, including installation or rental of equipment used for the receipt of such Video Programming, other than:

- (1) Video Programming carried on the Basic Service Tier;

(2) Video Programming offered on a pay-per-channel or pay-per-program basis; or

(3) A combination of multiple channels of pay-per-channel or pay-per-program Video Programming offered on a multiplexed or time-shifted basis so long as the combined service:

a. consists of commonly-identified Video Programming; and

b. is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. §543(l)(2) and 47 C.F.R. 76.901(b) (1993).

(c) "Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

(d) "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

(1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;

(2) a facility that serves Subscribers without using any public right-of-way;

(3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. §541 (c) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(4) an open video system that complies with 47 U.S.C. §653; or

(5) any facilities of any electric utility used solely for operating its electric utility systems.

(e) "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System.

- (f) "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- (g) "Franchise" means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. §546) issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or an MVPD System.
- (h) "Franchising Authority" means the Township of Breitung, Minnesota, or the lawful successor, transferee, or assignee thereof.
- (i) "Grantee" is Midcontinent Communications, its agents and employees, lawful successors, transferees or assignees.
- (j) "Gross Revenue" means all revenue received from Subscribers for Basic Cable Service, Cable Programming Service, and Pay Television directly by the Grantee from the operation of its System within municipal boundaries of the Franchising Authority. The term "Gross Revenues" shall not include Installation fees, disconnection fees, upgrade and downgrade of service fees, fees for telecommunications services, if any, fees for the sale, leasing, or servicing of equipment, network capacity and facilities rent for the provision of non-cable services (voice or data services), investment income, franchise fees, advertising revenues, late fees, any fees itemized and passed through as a result of franchise imposed requirements, tower rent, or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- (k) "Installation" means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.
- (l) "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.
- (m) "Multichannel Video Program Distributor" or "MVPD" means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, an Open Video Services provider, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
- (n) "Open Video Services or OVS" means any video programming Services provided to any person by a Person certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the facilities used.



- (o) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- (p) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- (q) "Standard Installation" means any residential installation which can be completed using a Drop of one hundred twenty five (125) feet or less.
- (r) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by Franchising Authority.
- (s) "Subscriber" means any Person who lawfully receives Cable Service.
- (t) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2.**

### **GRANT OF AUTHORITY AND GENERAL PROVISIONS**

- 6.) Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or an MVPD System to provide Cable Service or Video Programming, including OVS, in the Franchising Authority without a Franchise in the form of this Franchise authorizing the same, unless applicable federal or State law prohibits the Franchising Authority's enforcement of such a requirement.
- 7.) Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
- 8.) Grant of Nonexclusive Authority.
  - (a) The Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in Franchising Authority, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in Franchising Authority of a Cable System as herein defined.
  - (b) Grantee shall have the right to do direct selling (door to door) and this provision supersedes any applicable peddler or solicitor ordinance.

(c) This Franchise shall be nonexclusive, and Franchising Authority reserves the right to grant a similar use of said Streets, alleys, public ways and places, to any Person at any time during the period of this Franchise, provided, however, that any additional Franchise shall include the same substantive terms and conditions as this Franchise.

9.) Franchise Term.

(a) This Franchise shall be in effect for a period of ten (10) years from the date of expiration of the current franchise February 8, 2020. The new expiration date will be February 7, 2030, unless renewed, revoked, or terminated sooner as herein provided.

(b) In the event Franchising Authority grants one or more additional Franchises or one or more non-franchised MVPD's commence providing Video Programming in the Franchising Authority, Grantee shall have the right to modify this Franchise as provided herein, terminate the Franchise or reduce the term of this Franchise in its sole discretion. All Franchises granted or renewed after the date of this Franchise shall have the same substantive terms and conditions as this Franchise in order that one MVPD not be granted a competitive advantage over another. Nothing in this provision shall be constructed in such a way as to limit the Franchising Authority's authority to enter into other Franchises.

(c) In the event a MVPD commences operation without a Franchise or is granted a Franchise or permit to operate by the Franchising Authority, the terms and conditions of which do not comply with this Franchise, Grantee shall notify the Franchising Authority whether it wishes to modify its Franchise (in addition to any rights it may have to modify its Franchise under state or federal law), terminate the Franchise or reduce the term of this Franchise in its sole discretion. The Franchising Authority and the Grantee shall work together in good faith to develop Franchise modifications which address any competitive inequity and the Franchising Authority shall adopt those modifications within ninety (90) days after receiving notice from Grantee. Failure to adopt the modifications shall allow Grantee to unilaterally opt into the competitor's Franchise or to otherwise reduce or eliminate any obligations imposed by this Franchise which are not imposed on a competitor in its sole discretion. A MVPD is not an entity that provides direct broadcast satellite services for purposes of this Section. Notwithstanding any provisions of this Section to the contrary, if the Franchising Authority does not possess authority under applicable laws to require a Franchise from any Person, the provisions of this Section shall not apply.

10.) Previous Franchises. Upon acceptance by Grantee as required by Section 9 herein, this Franchise shall supersede and replace any previous Ordinance or Agreement granting a Franchise to Grantee to own, operate and maintain a Cable System within Franchising Authority.

11.) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise.

12.) Territorial Area Involved. This Franchise is granted for the corporate boundaries of Franchising Authority, as it exists from time to time. It shall be the responsibility of the Franchising Authority to notify Grantee of the annexation of new territories into the corporate boundaries. In the event of annexation by Franchising Authority, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of forty (40) homes per cable mile as measured from the last fiber node or terminating amplifier. Access to Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas.

13.) Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or Franchising Authority's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Franchising Authority:

Clerk  
Township of Breitung  
PO Box 56  
Soudan, MN 56438

If to Grantee:

Nancy Vogel  
Director of Revenue Assurance  
Midcontinent Communications  
3901 North Louise Avenue  
Sioux Falls, SD 57107  
Ph. (605) 357-5491

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

14.) Drops to Public Buildings. Grantee shall provide Standard Installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Cable Service without charge to One (1) Franchising Authority owned building, and all public and private elementary and secondary schools, excluding home schools, located in the Franchising Authority within one hundred fifty (150) feet of the System, upon request of the school system.

No redistribution of the free Basic Cable Service provided pursuant to this Section shall be allowed. Additional Drops and/or outlets in any of the above locations will be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such installation meets Grantee's standards and provided that any fees for Cable Services are paid. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designated by Franchising Authority. Grantee shall have one (1) year from the date of Franchising Authority designation of additional institution(s) to complete construction of the Drop and outlet.

10.) Public, Educational and Government (PEG) Access.

(a) Grantee may offer to each of its Subscribers who receive all or any part of the Cable Services offered on the System, reception of one PEG Access Channel.

(b) Additional PEG Access Channel shall be made available in manner consistent with applicable law; provided, however, that Grantee shall determine the channel location of any additional PEG Channel(s).

(c) Upon written request of the Franchising Authority the Grantee shall operate and make readily available for the public equipment capable of performing good quality playback to perform playback of prerecorded programming and equipment to record programs at remote locations with battery operated portable equipment.

### **SECTION 3.**

#### **CONSTRUCTION STANDARDS**

15.) Construction Codes and Permits.

(a) Grantee shall obtain all required permits from Franchising Authority before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within Franchising Authority.

(b) The Franchising Authority shall impose no permit fees upon Grantee.

(c) The Franchising Authority shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

16.) Repair of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement,

relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work.

17.) Conditions on Street Use.

(a) If at any time during the period of this Franchise, Franchising Authority shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by Franchising Authority, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System; provided, however, Township shall reimburse Grantee for any removal or relocation which will accommodate a MVPD or other public or private provider of Video Programming or telecommunications service. If Franchising Authority reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

(b) The Grantee shall, on request of any Person holding a moving permit issued by Franchising Authority, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

(c) The Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Franchising Authority so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

(d) Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

18.) Undergrounding of Cable.

(a) In all areas of Franchising Authority where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground.

(b) In any area of Franchising Authority where one or more public utilities are aerial, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.

19.) Safety Requirements. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

## **SECTION 4.**

### **SYSTEM PROVISIONS**

20.) Operation and Maintenance of System. The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

Technical Standards. The System shall comply, at minimum, with the technical standards promulgated by the FCC found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.

## **SECTION 5.**

### **SERVICES PROVISIONS**

21.) Subscriber Inquiry and Complaint Procedures. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.

22.) Refund Policy. In the event a Subscriber established or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

## **SECTION 6.**

### **OPERATION AND ADMINISTRATION PROVISIONS**

23.) Indemnification of Franchising Authority.

(a) Grantee shall indemnify, defend, and hold harmless Franchising Authority, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of the Franchise, except claims covered by worker's compensation insurance.

(b) Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

(c) In order for Franchising Authority to assert its rights to be indemnified, defended, and held harmless, Franchising Authority must with respect to each claim:

- (1) Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
- (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
- (3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

24.) Insurance. As a part of the indemnification provided in Section 6.1, but without limiting the foregoing, Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Franchising Authority in its capacity as such. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence.

25.) Franchise Fee.

(a) Grantee will pay Franchising Authority an annual franchise fee in the amount of \_-0-\_\_\_\_\_ percent of Grantee's annual Gross Revenues.

(b) The franchise fee shall be payable monthly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal month, together with a brief report showing the basis for the computation.

## SECTION 7.

### REVOCATION, ABANDONMENT, AND SALE OR TRANSFER

26.) Franchising Authority's Right to Revoke. In addition to all other rights which Franchising Authority has pursuant to law or equity, Franchising Authority reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required by Section 7.2(b) herein, it is determined that Grantee has violated any material provision of this Franchise.

27.) Procedures for Revocation.

(a) Franchising Authority shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. Together

with the notice required herein, Franchising Authority shall provide Grantee with written findings of fact which are the basis of the revocation.

(b) Grantee shall be provided the right to a public hearing affording due process before the Franchising Authority Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. Franchising Authority shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

(c) After the public hearing and upon written determination by Franchising Authority to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

(d) During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

(e) Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void.

3.) Sale or Transfer of Franchise. No sale or transfer of this Franchise or sale or transfer of stock so as to create a new controlling interest under Minn. Stat. §238.083, shall be permitted without the approval of the Franchising Authority, which approval must not be unreasonably withheld. All of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assign of Grantee. Said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure indebtedness.

## **SECTION 8.**

### **MISCELLANEOUS PROVISIONS**

28.) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.

29.) Amendment of Franchise Ordinance. Grantee and Franchising Authority may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if Franchising Authority and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Franchising Authority shall act pursuant to local law pertaining to the ordinance amendment process.

3.) Subscriber Privacy. Grantee shall comply with the terms of 47 U.S.C. §551 relating to the protection of Subscriber privacy.



## SECTION 9.

### PUBLICATION, EFFECTIVE DATE AND ACCEPTANCE

30.) Publication; Effective Date. This Franchise shall be published in accordance with applicable Minnesota law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 9.2.

31.) Acceptance.

- (a) Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.
- (b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.
- (c) Grantee shall accept this Franchise in the following manner:
  - (1) This Franchise will be properly executed and acknowledged by Grantee and delivered to Franchising Authority.
  - (2) With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not previously been delivered.

Passed and adopted this 23<sup>rd</sup> day of June, 2020.

ATTEST:

BREITUNG TOWNSHIP, MINNESOTA

By: *Pamela Sunsfarb*

By: *Timothy S. Tamm*

Its: *clerk*

Its: *chairman*

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

MIDCONTINENT COMMUNICATIONS

By: Midcontinent Communications Investor, LLC

Its: Managing Partner

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

# Town Hall-Lenci Punch List

---

Mike Petrich Phone # 218-969-7467

Double Doors in Community Center

- Can see light under, needs adjustment
- When it rains, water leaking through somewhere in upper window

Roof Addition

- Ice Buildup-will watch next winter

Garage Vent

- Done, but not done well-In backwards, needs to be redone

Cameras not working

- Dianna working with Roger/CTC/Hunt Electric
- May need another NVR (recorder), may need another IP address
- Need to schedule training
- Need software and maybe monitor
- Need to work with CTC for an alternate solution to recorder/IP address

## Completed

Coat Hanger loose-complete as of 06/09/2020

Electric Panel not labeled-complete as of 06/09/2020

Motion Sensor in Fire Hall-Fire & Rescue to hire someone on their own

Motion Sensor in Show stays on-complete as of 06/09/2020

Motion Sensor in Hallway & Bathroom-complete as of 06/09/2020

Handicap door Opener (works hard)-complete as of 06/09/2020

Hand Rail near Post Office-fixed and complete as of 06/09/2020

Cement sealing on sidewalks-moved to Mesabi Bit Punch List 06/23/2020

Town Hall final blacktop-moved to Mesabi Bit Punch List 06/23/2020

## Road & Bridge Projects (06-23-2020)

List is not in order of importance

Grade dirt roads with Class 5-Class 5 Pile getting low, look at prioritizing roads, Estimate from CWDirtworks-\$90/hr tandem, \$80/hr single axle, \$60/hr for an operator to run our grader, \$95/hr skidsteer, \$115/hr roller

- Update 06/23/2020)-Mallard Drive 1<sup>st</sup> on the list, should take ½ day

### Sanitary Sewer Castings-(Mineview St)

- Update (06/23/2020)-No price at this time

Sanitary Sewer Casting-Bike Trail & Ballfield-Meet with John Jamnick to see if we can remove

- Update (06/23/2020)-Should be removed today, patch before 07/11/2020

Water Leak-George Wick old home-Contact new homeowner, do exploratory dig, and if it's homeowner's responsibility, will need to let them know.

- Update (06/23/2020)-Bills and invoices in, Tom working with the county in maintaining. No blacktop until spring of next year.

Main & Poplar Alley-Lots of potholes, need 60-80 yards, will use recycle material

- Update (06/23/2020)-Keep on the list

Bike Trail-Ponds to McKinley Park-Need to discuss with John Jamnick, IRRRB has grants available, spot needs to be repaired

- Update (06/23/2020)-spot that needed repair is done and complete. Tim met with Sarah from JPJ Eng., looking to put a design together for an extension next year. Funds available from IRRR, may qualify for legacy funds, will have to work w/county once there is a plan

### Hockey Boards

- Update (06/23/2020) Keep on the list, check temporary lights

### McKinley Park-Benches

- Update (06/23/2020)-Cost of 6 tables and 1 bench \$5593, to be delivered directly to Mckinley Park July 2, 2020.

Dust Control-see attachment for bids, all roads need to be grated within a few weeks, need gravel to Mallard Dr, and also Stuntz Bay area. Have scheduled to come out end of June

Heat to Booster Pump-Request made for JPJ Engineering to get an estimate

CWDirtworks is currently keeping equipment in the pit

**Completed:**

Water Leak-Old Petcha Trailer Lot-Complete as of 06/09/20-No leak detected, appears to be groundwater

Trail Clearing-Near Stuntz Bay-Removed, put on in error

Backstop-Complete as of 06/09/2020

West Church St Sewer Project-Final Payment-Complete as of 06/09/2020

Culvert-Birch & South St-Complete as of 06/23/2020-Lower, remove and replace 38" Culvert, saw cut blacktop 6-8", replace blacktop. Estimate from CWDirtworks-\$3000 (excludes blacktop)

Manhole-South St-Complete as of 06/23/2020-Raise Manhole, Excavate, add risers to achieve desired height, landscape.No price at this time, needs an extension, will be difficult to find in the winter if not completed.

Change Hydrant-Birch & South St-Complete as of 06/23/2020-Water bubbling up, estimate from CWDirtworks \$3000 w/township purchasing hydrant

Police Building-Needs Repair around back-06/23/2020-Move to Mesabi Bit Punch List. Possible use of taconite tailings, blacktop (?), Class 5.

State Park Road-06/23/2020-Move to Mesabi Bit Punch List. Needs to be completed by the end of June 2020. Request made for JPJ Engineering to contact Mesabi Bit to begin work again, as it was suspended last fall.

## Mesabi Bituminous Punch List

07-15-2020

1. Low spot near catch basin
2. Wear layer needs to be put on-final layer of blacktop
3. Drainage from the back of the north side of city hall needs to have fabric and rock between the buildings, need price
4. Drainage from the back of the south side of city hall need to have a trench and pipe, drain tile
5. Striping
6. Need grate on culvert on south side of driveway, safety issue
7. Reseal concrete-To take care of cracks and reseal, will monitor
8. Work with Tom Nemnich about blacktop at the pit
9. Reseed at south side of the building
10. Police Building-Need price on Repair around back, driveway to PD garage-\$6800.00.
11. State Park Road-Needs to be completed by the end of June 2020. Request made for JPJ Engineering to contact Mesabi Bit to begin work again, as it was suspended last fall

**clerk@breitungtownship.org**

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**From:** clerk@breitungtownship.org  
**Sent:** Thursday, July 2, 2020 11:50 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Breitung Township revised window treatments  
**Attachments:** Signed Tax Exempt Form.pdf

There should be no tax, as we are tax exempt. Please see attached tax exempt form. Our monthly meeting is scheduled for 07/21/2020.

**Dianna Sundahl**  
Clerk, Breitung Township  
PO Box 56  
Soudan, MN 55782  
218-753-6020

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**From:** Julie Gronholm [mailto:[REDACTED]]  
**Sent:** Thursday, July 2, 2020 11:34 AM  
**To:** clerk@breitungtownship.org  
**Cc:** [REDACTED]  
**Subject:** Breitung Township revised window treatments

Hello,

Following is the revised pricing for Window Treatments at **Breitung Township Offices & Post Office**, as discussed with Aaron McCarty.

**Base Bid**

Provide & install SWF Contract manual shades with fascia; 3 shades total

Fabric: Conceal blackout

Customer is responsible for moving the existing heat vents in front of the windows if necessary

\$2220

**Option**

Add 1 shade at Post Office (if ordered at same time)

+\$320

Prices include materials, freight and installation. Tax is not included.

This quote is valid for 60 days.

Thank you for your consideration. Please advise if you would like to proceed or have any questions. Aaron can be reached at 651-491-0054.

-jg

Julie Gronholm  
Offisource, Inc.

**Polly McDonald**

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**From:** towersoudanwater@accessmn.com  
**Sent:** Wednesday, February 19, 2020 7:57 AM  
**To:** clerk@breitungtownship.org  
**Subject:** FW: Estimate from Custom Theaters of Ely  
**Attachments:** Est\_3722\_from\_Custom\_Theaters\_Inc\_5316.pdf

—Original Message—

**From:** [info@customtheatersofely.com](mailto:info@customtheatersofely.com) <[info@customtheatersofely.com](mailto:info@customtheatersofely.com)>  
**Sent:** Friday, February 14, 2020 4:00 PM  
**To:** [supervisor2@breitungtownship.org](mailto:supervisor2@breitungtownship.org)  
**Cc:** [towersoudanwater@accessmn.com](mailto:towersoudanwater@accessmn.com)  
**Subject:** Estimate from Custom Theaters of Ely

Hey Dusty, Matt

here is the estimate for the shades and deflectors, the swatch is on the way.  
Matt you are right I did do a double shade for the door so that you may leave 1 side up if you want to.  
have a great weekend

Custom Theaters of Ely

Custom Theaters Inc.

301 w Sheridan street

Ely, MN 55731

218-365-2263 Fax 218-365-2266

www.customtheatersofely@frontiernet.net

## Estimate

Date	Estimate #
12/23/2019	3692

Name / Address
BREITUNG TOWNSHIP

Account #	Project

Item	Description	Qty	Cost	Total
INSTACC #...	Electro Shade1/2ES.2, 140-120 0807YREG08IRJFWNN506.IQ2.S2NB Large 3 Bay Window	1	3,138.00	3,138.00T
INSTACC #...	Electro Shade1/2ES.2 79.5 65 0807YREG02IRWMEFWNN506.IQ2.S2NN Post Office	1	1,793.00	1,793.00T
INSTACC #...	Electro Shade1/2ES.2 47.5 88 0807YREG02IRCFWNN506.IQ2.S2NS Small Entrance door Light	1	1,680.00	1,680.00T
INSTACC #...	Electro Shade1/2ES.2 49.25 120 0807YREG02IRWMEFWNN506.IQ2.S2NS Large Double Entrance Door	2	1,678.00	3,356.00T
LABOR	Complete wiring of keypads and installation of motorized shades  Price does not include any electrical wiring  Customers electrician to add 120V JB and wire Shades in JB	1	1,540.00	1,540.00

<b>Subtotal</b>		\$11,507.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$11,507.00

Signature \_\_\_\_\_



Custom Theaters Inc.

301 w Sheridan street

Ely, MN 55731

218-365-2263 Fax 218-365-2266

www.customtheatersofely@frontiernet.net

## Estimate

Date	Estimate #
12/23/2019	3693

Name / Address
BREITUNG TOWNSHIP

Account #	Project

Item	Description	Qty	Cost	Total
INSTACC #...	Mecho Shade1/2ES.2, 140-120 0807 Large 3 Bay Window	1	1,387.44	1,387.44T
INSTACC #...	Mecho Shade1/2ES.2 79.5 65 0807 Post Office	1	743.00	743.00T
INSTACC #...	Mecho Shade1/2ES.2 47.5 88 0807 Small Entrance door Light	1	1,012.00	1,012.00T
INSTACC #...	Mecho Shade1/2ES.2 49.25 120 0807 Large Double Entrance Door	2	1,008.00	2,016.00T
LABOR	Complete installation of shades	1	1,150.00	1,150.00

Thank you for your business.

**Subtotal** \$6,308.44

**Sales Tax (0.0%)** \$0.00

**Total** \$6,308.44

Signature \_\_\_\_\_

**Polly McDonald**

**From:** chairman@breitungtownship.org  
**Sent:** Tuesday, January 21, 2020 2:31 PM  
**To:** Jorgine; Polly McDonald (clerk@breitungtownship.org)  
**Subject:** Fwd: Breitung Township window treatments

Here is the estimate

----- Original Message -----

**Subject:** Breitung Township window treatments  
**Date:** 2020-01-13 22:05  
**From:** Julie Gronholm <julie@offisource.net>  
**To:** "chairman@breitungtownship.org" <chairman@breitungtownship.org>  
**Cc:** "aaron@akinstall.com" <aaron@akinstall.com>

Hello,

Following is the pricing for Window Treatments at BREITUNG TOWNSHIP OFFICES & POST OFFICE, as discussed with Aaron McCarty.

BASE BID

Provide & install SWF Contract manual shades with fascia; 6 shades total

Fabric: Conceal blackout

Customer is responsible for moving the existing heat vents in front of the windows

\$3460

OPTION

Add 1 shade at Post Office

+\$310

Prices include materials, freight and installation. Tax is not included.

This quote is valid for 60 days.

Thank you for your consideration. Please advise if you would like to proceed or have any questions.

-jg

Julie Gronholm

OFFISOURCE, INC.

**clerk@breitungtownship.org**

---

**From:** chairman@breitungtownship.org  
**Sent:** Monday, May 4, 2020 6:18 PM  
**To:** Dianna Sundahl  
**Subject:** Fwd: Re: Question

Dianna:  
another item to add to the end of May meeting agenda Tim

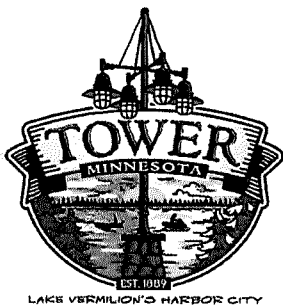
----- Original Message -----

**Subject:** Re: Question  
**Date:** 2020-05-04 18:17  
**From:** [chairman@breitungtownship.org](mailto:chairman@breitungtownship.org)  
**To:** Debra Zasadni [REDACTED]

Debra:  
we can certainly look into it. We have a different service provider at the town hall vs frontier and now frontier is in financial trouble so it may take some time to get it done. Frontier has cable that runs along the bike trail and into the park.  
Thanks,  
Tim Tomsich  
Chair

On 2020-05-04 17:35, Debra Zasadni wrote:

> I was wondering if it is possible for the township to add internet to  
> the campground. With everything that is going on with distancing. Some  
> could work from the campground. This would be a wonderful add on to  
> this campground and to all future campers that come and stay. Please  
> consider this for updating the awesomeness this campground is. Thanks  
> for taking and reading my email.  
> Than you  
> Debra Zasadni  
> Seasonal Camper  
>  
> Sent from my iPhone



# City of Tower

PO Box 576 • Tower, MN 55790 • (218)753-4070

## RESOLUTION 2020-013

### A RESOLUTION CLARIFYING THE ACCOUNTING AND USE OF THE AMBULANCE REPLACEMENT FUND

Motion by: Rachel Beldo Second By: Mary Shedd

WHEREAS, the City of Tower opened an account for ambulance replacement funds received from the City, surrounding townships, and the tribal government on January 8, 2003; and

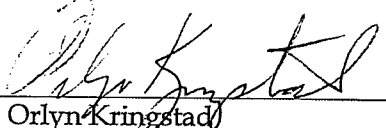
WHEREAS, all local government entities benefitting from ambulance replacement seek clarity on how the funds are accounted for and how these funds can and cannot be utilized; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF TOWER, MINNESOTA as follows:


1. The City deposits all funds designated for ambulance replacement into the previously established money market fund located at Frandsen Bank and Trust (Tower, MN)
  - a. This fund will be known as the Ambulance Replacement Fund.
  - b. This fund is hereby designated as a restricted fund under the Government Accounting Standards Board definition.
  - c. Funds will be accounted for using the Minnesota State Auditor's City Accounting and Reporting Standards (2012), or its successor.
  - d. Accordingly, deposits to the fund will be accounted for in R 201-33640 (Ambulance Aid).
    - i. Historic codes were 201-31000, 201-33150
  - e. Expenditure from the fund will be accounted for in E 201-42153-550 (Ambulance Capital Vehicle).
    - i. Historic code was 201-42300-420
2. The Ambulance Commission, or its successor, will receive quarterly bank statements for this account, as well as, a report from the City's accounting system on R 201-33640 and E 201-41253-550 activity.
3. The City restricts the use of the Ambulance Replacement Fund to only those draws approved by the Ambulance Commission, or its successor, and subsequently supported by the City.
4. For clarity, the City provides itself no authority to make inter-fund loans from the restricted Ambulance Replacement Fund.
5. Under no circumstances can either the Ambulance Commission or City approve a draw on the Ambulance Replacement Fund beyond the existing fund balance or pledged future balance.

Passed and adopted by Tower City Council this 9<sup>th</sup> day of March, 2020.

VOTE	Kringstad	Beldo	Majerle	Shedd	Setterberg
Aye	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

  
 Orlyn Kringstad  
 Mayor

Attested by:

  
 Victoria Ranua  
 City Clerk/Treasurer

**AMBULANCE VEHICLE REPLACEMENT AID AGREEMENT  
BETWEEN THE ENTITIES SERVED BY THE  
MINNESOTA STATE ESTABLISHED PRIMARY SERVICE AREA OF THE  
TOWER AREA AMBULANCE SERVICE**

**THIS AMBULANCE REPLACEMENT AID AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **CITY OF TOWER**, a municipal corporation ("City") and the **BOIS FORTE BAND OF CHIPPEWA**, a federally recognized Indian Tribe, and the **TOWNSHIP OF BREITUNG, TOWNSHIP OF EAGLE'S NEST, TOWNSHIP OF GREENWOOD, TOWNSHIP OF KUGLER, TOWNSHIP OF VERMILION LAKE**.

**RECITALS**

- A. The City of Tower has provided ambulance service to this area since 1958.
- B. The State of Minnesota, through Minn. Stat. §144E.06, established primary service areas for licensed ambulance services in order to ensure that all areas have ambulance coverage and to eliminate any overlaps in coverage. The legal primary service area established by the State Emergency Medical Service Regulatory Board for the Tower Area Ambulance Service (license #244) ("Ambulance Service") extends beyond the city limits and is as follows:

T60NR15W – sections 1 through 12, 17 through 20, W ½ of 16 and 21	Township of Embarrass, nearly ½
T61NR14W – sections 1 through 18	Unincorporated
T61NR15W	Township of Kugler, entire, and portion of City of Tower
T61NR16W	Township of Vermilion Lake, entire
T61NR17W – sections 1, 2, 11 through 14, 23 through 29, 32 through 36	Unincorporated
T62NR14W	Township of Eagle's Nest
T62NR15W	Portion of City of Tower and entire Township of Breitung
T62NR16W	entire portion of Bois Forte Vermilion Lake tribal lands and portion of Township of Greenwood
T62NR17W – sections 1, 12, 13, 24, 25, 36	Unincorporated
T63NR14W - sections 31, SW ½ of 30 and 32	Unincorporated
T63NR15W	Unincorporated
T63NR16W	Unincorporated
T64NR15W – sections 13 through 36	Unincorporated
T64NR16W	Unincorporated

- C. The City of Tower recognized early on in the establishment of the primary service area that it could not continue to provide this service all at its own expense and sought the financial assistance from the governments within its primary service area for the provision of monies for the large capital expense associated with the purchase and replacement of ambulance vehicles. Whereas, all entities, except Embarrass Township, have contributed since 1989 over the course and duration of several prior agreements addressing this issue.
- D. The primary service area established by the State has no requirement that the benefiting entities contribute financially or otherwise to the licensed ambulance service. Each entity has voluntarily entered into the past agreements based on a shared understanding of the value of the service to their respective population and economy.
- E. As of the date of this draft, June 30, 2020, the Ambulance Services has three ambulance vehicles in service, each at the end of its life.

Ambulance	Years of Service	Mileage	Condition
Unit 1--GMC Duramax 4500	8	105,636	Fair
Unit 2--GMC Duramax 4500	10	143,339	Poor
Unit 3-- Ford E450 Super Duty (4x4)	16	102,133	Fair

- F. The Ambulance Service will receive delivery of a new re-mountable ambulance vehicle this Fall to replace Unit 2. The current cost for a new chassis for the ambulance will cost approximately \$100,000.
- G. The cost of ambulance vehicles has increased over time due to additional regulatory requirements as well as general cost of vehicles.

**NOW, THEREFORE** in consideration of their mutual covenants and promises as set forth herein, the Parties hereby agree as follows:

The intent and purpose of the agreement is to ensure adequate capital funds to purchase ambulance vehicles for the continued operation of a licensed ambulance service benefiting the parties to this agreement. All other costs associated to operate the licensed ambulance service are the sole responsibility of the City. However, because the operation of the ambulance service is inextricably linked to the use and replacement schedule of ambulance vehicles, this agreement is intended to specifically address that component of operating the ambulance service. The terms of this Agreement are not intended to imply or suggest that the parties to this agreement (other than the City of Tower) are responsible for the operation of the ambulance service, except as provided below.

- 1. Definitions. For the purpose of this agreement, the following terms have the assigned meaning:
  - a. **Aid.** Public monies provided to government entity for the provision of a public good or service.

- b. **Ambulance Vehicle.** All the physical components of a licensed ambulance vehicle, including equipment permanently attached to the unit.
- c. **Ambulance Service Fund.** The municipal enterprise fund which accounts for the operation and maintenance of the ambulance service.
- d. **Ambulance Vehicle Replacement Fund.** The restricted municipal enterprise capital fund which accounts for all sources of revenue and expenditure related to ambulance vehicles and the equipment permanently attached to an ambulance vehicle. This includes City, Township, and Band contributions specified within this agreement and any other contribution the City makes.
- e. **Transfer.** An urgent request from a medical facility to transport a patient to another facility that can provide the higher or more specialized care needed by the patient.

1. **TERM.** This Agreement shall have a term starting October 1, 2020, and ending on December 31, 2020.

2. **AID CONTRIBUTION RATE PER ENTITY / CLASS OF SERVICE.**

- a. The rates from the previous agreement term of 2016-2018 will remain in effect for the term of this agreement and add an interfacility transport contribution as set forth in subsection c. below.

b. *POPULATION-BASED CONTRIBUTIONS*

Entity	Residential Population <sup>1</sup>	Rate/ Per Capita	Amount
City of Tower	491	\$15.00	\$7,365
Township of Breitung	580	\$15.00	\$8,700
Township of Eagle's Nest	235	\$15.00	\$3,525
Township of Embarrass	585	\$15.00	
Township of Greenwood <sup>2</sup>	900	\$15.00	\$13,500
Township of Kugler	173	\$15.00	\$2,595
Township of Vermilion Lake	279	\$15.00	\$4,185
			<b>\$39,870</b>

Payment will be made in ½ payments due on October 1, 2020 and December 31, 2020.

- c. *INTERFACILITY TRANSPORT CONTRIBUTIONS.* The City accepts transfers according to Minn. Stat. § 144E.101, Subd 13. The City will contribute \$1.66 <sup>3</sup>per

<sup>1</sup> Based on 2018 Minnesota State Demographer 2018 Report,  
[https://mn.gov/admin/assets/mn\\_cities\\_townships\\_estimates\\_sdc\\_2018v2\\_tcm36-397170.xlsx](https://mn.gov/admin/assets/mn_cities_townships_estimates_sdc_2018v2_tcm36-397170.xlsx)

<sup>2</sup> Greenwood Township include both residents solely residing in the township, and those who reside in the overlapping jurisdictions of Greenwood Township and the Vermilion Lake tribal lands of the Bois Forte Band of Chippewa.



mile traveled for each transfer performed. This amount will be total mileage (to facility, transport, and return trip), not insurance billable loaded mileage (one way). By the 15<sup>th</sup> of each month, the City's Ambulance Service will make a report of each transfer total mileage and submit that to the City Clerk for the preceding month's activity. Based on this, the City Clerk/Treasurer will make a deposit from the Ambulance Service Fund to the Ambulance Vehicle Replacement Fund in the amount of total monthly Transfer mileage x \$1.66. This contribution will be retro-active for transfers made in 2020 prior to the agreement amount.

For illustration, in 2019, the Tower Area Ambulance Service had a total transfer mileage of 34,740. Had this agreement been in place it would have contributed \$57,668.40 to the Ambulance Vehicle Replacement Fund.

- d. *ENTERPRISE CONTRIBUTION.* The Bois Forte Band of Chippewa operates Fortune Bay Casino Resort enterprise on its Vermilion Lake lands. This enterprise generates a guest population which also utilizes the ambulance service. The Band agrees to a continued voluntary contribution of \$5,000 per year to the Ambulance Vehicle Replacement Fund.
  - e. *DISPOSAL CONTRIBUTION.* The revenue collected from any sale or salvage of an ambulance taken out of commission for the Ambulance Service will be returned to the Ambulance Vehicle Replacement Fund. Conditions for disposal are covered elsewhere in this Agreement.
3. **AMBULANCE VEHICLE REPLACEMENT FUND.** The monies received as ambulance vehicle replacement aid has and will continue to be kept in a restricted enterprise capital account for the sole purpose of the purchase of an ambulance. No monies may be removed or transferred from the Ambulance Vehicle Replacement fund for any purpose unless reviewed and approved by the Ambulance Commission. All parties to this agreement will receive both quarterly bank statements and accounting reports on this fund. These provisions are memorialized in City Resolution 2020-013.
4. **TOWER AREA AMBULANCE COMMISSION.** The Tower Area Ambulance Commission ("Ambulance Commission") will be comprised of the parties to this agreement to review and discuss the current and future ambulance vehicles replacement needs for the Ambulance Service.
- a. **WHO.**
    - i. **Elected/Appointed Official.** At least one elected or appointed official or position from each party to this agreement. Each party must provide the

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<sup>3</sup> This number is based on the following formula: (preceding years population and enterprise contribution) / (preceding years 911 miles). The Ambulance Commission recommended this rate on April 6, 2020 to the City Council and the City Council considered and approved this rate on April 13, 2020.

contact information for the elected or appointed individual(s). The Party can change appointed individual but should update contact information before an Ambulance Commission Meeting.

- ii. **Ambulance Service representative.** At least one administrative staff member from the Ambulance Service.

b. **WHAT.**

- i. **Ambulance Commission.** Discussion of Ambulance Replacement Funding for the Tower Area Ambulance Service. The Ambulance Commission will review and approve of how the service is run as it relates to the scheduling of ambulance replacement, and will review and approve of each decision to purchase a new ambulance (time, type, usage), and funding levels and methods employed to help ensure adequate financial resources to support replacement of an ambulance vehicle on a prudent schedule.

- ii. **Appointed Officials.** Are responsible for communicating the information back to their respective governing bodies before the next scheduled meeting of that board.

- iii. **Ambulance Service.**

- 1. The Ambulance Service representative. The City will designate an ambulance service representative. This individual will be the main point of contact for the Ambulance Commission and will be responsible for setting and distributing meeting agendas, preparing agenda item reports, supplying minutes, and facilitating the meeting.
  - 2. The Ambulance Service. The Ambulance Service will provide a staff member to prepare minutes.

- iv. **Communication between Ambulance Commission and City Council.**

- 1. Quorum Vote Recommendations. If the Ambulance Commission makes a recommendation by motion, the motion must pass by a quorum of all parties to this agreement.
  - 2. City Council. Must consider the recommendation at the next regularly scheduled meeting or a special meeting called for the purpose of considering the recommendation, which ever is first.

c. **WHERE.** City of Tower Civic Center, 404 Pine Street, Tower, MN.

d. **WHEN.**

- i. Regular meetings. First Monday of each new Quarter.
  - ii. Special Meetings. Must provide all entities a seven-day notice.

- 5. **BUSINESS PLAN.** By the 3<sup>rd</sup> Quarterly meeting of the Ambulance Commission, the City shall present a draft business plan for the ambulance service. Ambulance Commission comments on the plan will be reviewed at the next regular meeting of the City Council and incorporated into a final business plan and the following year's Ambulance Service Fund Budget.

6. **QUARTERLY REPORTS.** The City will provide to the Ambulance Commission detailed reports in the format of the Commission's choosing:
  - a. *FINANCIAL REPORTS.*
    - i. Ambulance Replacement Fund.
    - ii. Ambulance Service Fund.
  - b. *VEHICLE OPERATION AND MAINTENANCE COSTS.*
    - i. Status report of vehicles (out of commission, etc.)
    - ii. Mileage reports
      1. 911 miles
      2. Transfer mileage
      3. Miscellaneous mileage (fueling, repairs, training, etc.)
7. **REPLACEMENT.** The Ambulance Commission, based on the adopted Business Plan for the Ambulance Service, current regulatory requirements for ambulance vehicle licensure, information from Ambulance Service representative, and any relevant outside contractors or vendors, will review and approve the ambulance replacement schedule and amounts needed from the various sources to ensure the Ambulance Replacement Fund has adequate reserves to make a capital vehicle purchase or identify the amount the City needs to contribute to the account for any difference between the anticipated purchase price and the current or expected Ambulance Replacement Fund balance.
  - a. *Recommendation.* The Ambulance Commission will approve and recommend to the City Council, an ambulance replacement schedule, ambulance vehicle purchases.
  - b. *Appropriation of Funds.* The City Council may act on appropriating Ambulance Vehicle Replacement Funds based only on a recommendation of a quorum of the Ambulance Commission and the funds must be present within the physical bank account or be pledged to be present at time payment is required. The City may pledge additional contributions above the contributions specified within this agreement.
8. **ACCESS TO AMBULANCE VEHICLES.** Each non-City party to the agreement shall have the right to access to the ambulance vehicles to conduct an inspection as to the current condition of any of the ambulance vehicles. Access shall be provided, except if the vehicle is dispatched to an emergency.
9. **DISPOSAL.** The Ambulance Commission shall be guided by the replacement schedule in determining the potential disposal of an ambulance. Should an ambulance need to be disposed of ahead of schedule, the Ambulance Commission will consider the following factors in determining when to dispose of an ambulance vehicle:
  - a. End of its useful life.
  - b. No longer safe to transport passengers and cannot be repaired in a satisfactory manner.
  - c. It is not in a safe operating condition and estimates for repairs are high in comparison to the value of the vehicle.

Once an ambulance is deemed disposable, the Ambulance Commission shall make a recommendation to dispose of it by sale, salvage, or other suitable means. Any revenue

associated with the disposal will be returned to the Ambulance Vehicle Replacement Fund.

10. **DAMAGE, DESTRUCTION, AND INSURANCE.** The City shall maintain insurance coverage for all ambulance vehicles in the amount deemed appropriate by the City but in no event shall be less than the replacement cost of the vehicle. If all or any part an ambulance vehicle is damaged above a minimal amount or destroyed, the City shall notify the parties to this agreement of such fact in a reasonable amount of time and the Ambulance Commission shall immediately commence and diligently consider or pursue repair to return the ambulance vehicle to service.
11. **INDEMNIFICATION.** The City agrees to defend and indemnify the Band and/or the Townships against any claims brought or actions filed against the Band and/or Townships or any officer, employee, or volunteer of the Band and/or the Townships for injury to, death of, or damage to the property of any third person or persons, arising from the City's performance under this Agreement. Under no circumstances, however, shall the City be required to pay on behalf of itself and the Townships, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the Township and City may not be added together to determine the maximum amount of liability for the City. The intent of this subdivision is to impose on the City a limited duty to defend and indemnify the Townships for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either the City or the Townships, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

The City shall maintain general liability insurance for its services in the minimum amount of the tort liability limits for a municipality contained in Minn. Stat. § 466.04, Subd. 1 and shall include the Band and the Townships as additional insureds and certificate holders under such insurance policy for the term of this Agreement and any extensions thereof.

12. **SEVERABILITY.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to the law or unenforceable, such decision shall not affect the remaining provisions of this agreement.
13. **NOTICES.** Any notice required to be given the parties pursuant to this agreement shall be in writing and shall be deemed to be duly given: (i) on the date of personal delivery; (ii)

on the date and time of confirmation if sent via email ; (iii) three business days after mailing certified or registered mail, postage prepaid, return receipt requested, to the respective address of the parties set forth below:

14.

CITY OF TOWER

City of Tower  
Attn: Mayor  
PO Box 576  
Tower, MN 55790  
Phone: 218-753-4070  
Email: [orlyn@cityoftower.com](mailto:orlyn@cityoftower.com)

With copies to:

City of Tower  
Attn: Clerk/Treasurer  
PO Box 576  
Tower, MN 55790  
Phone: 218-753-4070  
Email: [clerk.treasurer@cityoftower.com](mailto:clerk.treasurer@cityoftower.com)

BOIS FORTE BAND OF CHIPPEWA

Bois Forte Tribal Government - Vermilion  
Attn: District II Representative  
1610 Farm Road South  
Tower, MN 55790  
[pboney@boisforte-nsn.gov](mailto:pboney@boisforte-nsn.gov)

With copies to:

Bois Forte Tribal Government - Vermilion  
Attn: Chairman  
1610 Farm Road South  
Tower, MN 55790  
[cchavers@boisforte-nsn.gov](mailto:cchavers@boisforte-nsn.gov)

TOWNSHIP OF BREITUNG

Township of Breitung  
Attn: Chairman  
PO Box XX  
Soudan, MN 55782  
[chairman@breitungtownship.org](mailto:chairman@breitungtownship.org)

With copies to:

Township of Breitung  
Attn: Clerk or Treasurer  
PO Box XX  
Soudan, MN 55782  
[breitung@breitungtownship.org](mailto:breitung@breitungtownship.org)  
[clerk@breitungtownship.org](mailto:clerk@breitungtownship.org)

TOWNSHIP OF EAGLE'S NEST

Eagle's Nest Township  
Attn:  
1552 Bear Head State Park Road  
Ely, Minnesota 55731

With copies to:

Eagle's Nest Township  
Attn: Fire Chief  
1552 Bear Head State Park Road  
Ely, Minnesota 55731

TOWNSHIP OF GREENWOOD

Greenwood Township  
Attn:  
3000 County Road 77  
Tower, MN 55790  
[greenwoodtownship@frontiernet.net](mailto:greenwoodtownship@frontiernet.net)

With copies to:

Greenwood Township  
Attn:  
3000 County Road 77  
Tower, MN 55790  
[greenwoodtownship@frontiernet.net](mailto:greenwoodtownship@frontiernet.net)

TOWNSHIP OF KUGLER

Kugler Township  
Attn:  
9072 Highway 135 N  
Tower, MN 55790

With copies to:

Kugler Township  
Attn:  
9072 Highway 135 N  
Tower, MN 55790

TONWNSHIP OF VERMILION LAKE

Vermilion Lake Township  
Attn:  
6703 Wahlsten Road  
Tower, MN 55790

With copies to:

Vermilion Lake Township  
Attn:  
6703 Wahlsten Road  
Tower, MN 55790  
vermilionlaketownclerk@gmail.com

15. **SIGNING OF THE AGREEMENT.** This agreement may be signed in counterparts and on different dates by each party and will not affect the validity thereof.
16. **INTEGRATION.** This entire agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations, or agreements between the parties regarding the subject matter hereof, whether written or oral.
17. **RENEGOTIATION.** The need for an ambulance vehicle replacement agreement amongst the parties hereto, for the Ambulance Service, will remain for the foreseeable future. The Ambulance Commission will propose the terms for future agreements, with a draft due by the 4<sup>th</sup> Quarter Ambulance Commission meeting.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above:

*[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]*

# CITY OF TOWER

BY:

Orlyn Kringstad  
Mayor

BY:

Victoria Ranua  
City Clerk/Treasurer

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name:

Email:

Phone:

Address: PO BOX 576, Tower, MN 55790

[illegible]

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by Orlyn Kringstad and Victoria Ranua, the Mayor and Clerk/Treasurer, respectively of the City of Tower, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public



BY: \_\_\_\_\_  
Cathy Chavers  
Chair

12

TOWNSHIP OF BREITUNG

BY:

\_\_\_\_\_  
Tim Tomisch  
Chair

BY:

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name:

Email:

Phone:

Address:

STATE OF MINNESOTA     )  
  (ss.  
COUNTY OF ST. LOUIS     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by Tim Tomisch and X, the Chairman and X, respectively of the Township of Breitung, and pursuant to the authority granted by its Township Board.

\_\_\_\_\_  
Notary Public

TOWNSHIP OF EAGLE'S NEST

BY: \_\_\_\_\_

Chair

BY: \_\_\_\_\_

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name:

Email:

Phone:

Address:

STATE OF MINNESOTA     )  
   (ss.  
COUNTY OF ST. LOUIS     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by X and X, the Chairman and X, respectively of the Township of Eagle's Nest, and pursuant to the authority granted by its Township Board.

\_\_\_\_\_  
Notary Public

TOWNSHIP OF GREENWOOD

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name:

Email:

Phone:

Address:

STATE OF MINNESOTA     )  
   (ss.  
COUNTY OF ST. LOUIS     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by X and X, the X and X, respectively of the Township of Greenwood and pursuant to the authority granted by its Township Board.

\_\_\_\_\_  
Notary Public

## TOWNSHIP OF KUGLER

BY:

Chair

BY:

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name:

Email:

Phone:

Address:

[illegible]

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by X and X, the X and X, respectively of the Township of Kugler and pursuant to the authority granted by its Township Board.

Notary Public

TOWNSHIP OF VERMILION LAKE

BY: \_\_\_\_\_

Chair

BY: \_\_\_\_\_

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name:

Email:

Phone:

Address: 6703 Wahlsten Road, Tower, MN 55790

STATE OF MINNESOTA     )  
  (ss.  
COUNTY OF ST. LOUIS     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by X and X, the X and X, respectively of the Township of Vermilion Lake and pursuant to the authority granted by its Township Board.

\_\_\_\_\_  
Notary Public

# Tower Ambulance Break Even Analysis

## Year 1

SALES	528,161	100.00%	Break Even Sales = $\frac{\text{Fixed Costs}}{\text{Contribution Margin}}$
Less: Variable Costs			
COGS	-		
OTHER			Break Even Sales = $\frac{294,181}{100.00\%}$
OTHER			
OTHER	-	0.00%	
CONTRIBUTION MARGIN	528,161	100.00%	Break Even Sales = \$ 294,181.20
Less: Fixed Costs			
ALL NON-VARIABLE	294,181		Sales Needed for Profit Goal = \$ 294,181.20
Less: Costs moved to variable	294,181	55.70%	Profit Goal
NET INCOME	233,980		

For every \$1.00 increase in Fixed Costs, sales must increase by \$ 1.00

## Year 2

SALES	535,000	100.00%	Break Even Sales = $\frac{\text{Fixed Costs}}{\text{Contribution Margin}}$
Less: Variable Costs			
COGS	-		
OTHER			Break Even Sales = $\frac{298,129}{100.00\%}$
OTHER			
OTHER	-	0.00%	
CONTRIBUTION MARGIN	535,000	100.00%	Break Even Sales = \$ 298,129.40
Less: Fixed Costs			
ALL NON-VARIABLE	298,129		Sales Needed for Profit Goal = \$ 298,129.40
Less: Costs moved to variable	298,129	55.73%	Profit Goal
NET INCOME	236,871		

For every \$1.00 increase in Fixed Costs, sales must increase by \$ 1.00

## Year 3

SALES	550,000	100.00%	Break Even Sales = $\frac{\text{Fixed Costs}}{\text{Contribution Margin}}$
Less: Variable Costs			
COGS	-		
OTHER			Break Even Sales = $\frac{0}{100.00\%}$
OTHER			
OTHER	-	0.00%	
CONTRIBUTION MARGIN	550,000	100.00%	Break Even Sales = \$ -
Less: Fixed Costs			
ALL NON-VARIABLE	-		Sales Needed for Profit Goal = \$ -
Less: Costs moved to variable	-	0.00%	Profit Goal
NET INCOME	550,000		

For every \$1.00 increase in Fixed Costs, sales must increase by \$ 1.00

### NOTE...

The Small Business Development Center (SBDC) has prepared this financial statement as of 06/30/2020 based on information and assumptions provided by management. Neither the SBDC nor its personnel are licensed by the State of MN to practice public accounting and therefore express no opinion or other form of assurance on the statements or underlying assumptions.

## Tower Ambulance Contract

From: Mike Couri <mike@courippe.com>  
Sent: Mon, Jul 13, 2020 at 2:25 pm  
To: Mike Ralston, Carmen Deluca, Byron Belthoffer, Paul Skubic  
Cc: Sue Drobac

All,

I have reviewed the most recent draft of the Tower Ambulance contract that was sent to me last Thursday. While a number of issues have been addressed in the agreement, a few remain outstanding.

The items that appear to have been adequately addressed are as follows:

- This agreement requires the City to provide quarterly reports to the Ambulance Commission (of which a Greenwood Township representative will be a member), including financial reports on the ambulance vehicle replacement fund, the ambulance service fund, and vehicle operation costs.
- The ambulance vehicle replacement fund is going to be run as an enterprise fund that will solely be used for the purchase of an ambulance.
- The City has inserted an acceptable defend and indemnify provision in the agreement.
- The City has increased its contribution to the Ambulance vehicle replacement fund from \$18.75 per patient transport run to \$1.66 per mile. This appears to be a much more realistic number than the previous \$18.75 per transport amount. However, it is still unknown what the City receives per transport mile, nor is there an analysis of what it costs in vehicle depreciation and increased maintenance per mile of transport. This should be determined before the 2021 Agreement is drafted.
- The Agreement establishes an Ambulance Commission consisting of one member from each jurisdiction that acts in an advisory capacity to the City Council on issues of replacement ambulance purchases, funding levels for ambulance replacement, and on the business plan for the ambulance service that will be presented at the 3rd Quarterly meeting of the Ambulance Commission. The commission meets quarterly.

The items from my last memo on the Tower Ambulance Agreement that have not been adequately addressed are as follows:

- Nothing in this agreement indicates how much (if any) that Tower will contribute to the ambulance service operations. Without knowing this, the Township cannot evaluate whether everyone, including the City, is paying their fair share. As noted above, the true cost per mile in terms of ambulance depreciation and increased maintenance is also not known.
- The Agreement makes the ambulance vehicle replacement fund an enterprise fund (separate from the other City funds), but does not explicitly do the same for the ambulance service fund. Ideally the ambulance service fund would also be an enterprise fund that is separate from the other City operations. That may be the case, but the Agreement does not address this issue.

#647,289



- The cost formula remains fixed at the same amounts as the prior contract draft. Perhaps some discussion should be had regarding whether the amounts paid by each entity should be based on usage rather than a fixed amount of money.
- The Agreement is only valid through the end of this year. Perhaps the Ambulance Commission will also work on the next version of this Agreement for 2021, but this Agreement does not require it to do so. This should be a discussion point of the parties so that the 2021 Agreement can be adopted by all parties in 2020.

On the whole the Agreement has made good progress toward resolving the shortcomings of the prior draft. Given the fact that this Agreement is likely only going to last five months, I don't know that it would be productive to push to get the remaining items in the 2020 Agreement. It may be more productive to enter into this Agreement, participate in the Ambulance Commission, and push for the remaining items to be included in the 2021 Agreement.

Sue, can you please include this email in the Agenda Packet for tomorrow's meeting if this item is going to be on the agenda? Thank you.

Michael C. Couri  
Couri & Ruppe, P.L.L.P.  
705 Central Avenue East  
P.O. Box 369  
St. Michael, MN 55376  
763-497-1930

**CERTIFICATE OF APPOINTMENT**  
**DEPUTY TOWN CLERK**

You are hereby notified that on the 1<sup>st</sup> day of July, 2020 the Town Clerk, acting under Minn. Stat. § 367.12 appointed Renee Pearson, as Deputy Clerk of Bretung Township, St Louis County, Minnesota. The Deputy Clerk can, in the Clerk's absence or disability, perform the clerk's duties, under the continued supervision of the Clerk.

In order to accept the position, you must take the oath of office and file it in the Town Clerk's office within 10 days of receiving this Certificate. Failure to properly qualify for the office by taking and filing the oath of office within 10 days will be deemed a refusal to serve.

The Deputy Clerk serves at the pleasure of the Town Clerk. The Deputy's appointment ends when the Clerk leaves office or when the appointment is revoked by the Clerk, whichever occurs first.

Delivered to appointee this 1<sup>st</sup> day of July, 2020.

By: Shannon Lunsford  
Name  
Town Clerk

FRANDSEN BANK - TOWER  
PO BOX 499  
TOWER, MN 55790

003 004 00 92017 Page: 1  
Loan: XXXXX1440298101 07/07/2020

Telephone: 218-753-6100

# FRANDSEN BANK & TRUST



MEMBER  
FDIC

# COPY

TOWNSHIP OF BREITUNG  
PO BOX 366  
SOUDAN MN 55782

*Loan Due*

## \* Loan Maturity Notice \*

### MUNICIPAL LOANS (TAX EXEMPT)

Principal Balance: 380,001.00  
Current Rate: 4.000000  
Interest Thru 07/07/2020: 11,146.12  
One Day's Interest: 42.22

Maturity Date: 07/22/2020  
Original Loan Date: 07/22/2019  
Total Advances: 380,001.00  
Interest Paid 2020: .00

Date Payment Due: 07/22/2020  
Principal Due: 380,001.00  
Interest Due: 11,737.23  
Total Amount Due: 391,738.23

\* \* Please return this portion with your payment \* \*

## Maturity Notice

TOWNSHIP OF BREITUNG  
PO BOX 366  
SOUDAN MN 55782

Principal Due: 380,001.00  
Interest Due: 11,737.23  
Total Amount Due: 391,738.23

Amount Enclosed: \$ \_\_\_\_\_

Date Payment Due: 07/22/2020  
MUNICIPAL LOANS (TAX EXEMPT)  
Loan Number: XXXXX1440298101  
Payoff Payment T/C: 385

FRANDSEN BANK - TOWER  
PO BOX 499  
TOWER, MN 55790

**From:** fire@breitungtownship.org  
**Sent:** Wednesday, July 1, 2020 7:09 AM  
**To:** clerk@breitungtownship.org; chairman@breitungtownship.org  
**Cc:** [REDACTED]  
**Subject:** FW: Your form "First Responder Grant Application" got a response  
**Attachments:** FRO AAR.docx

Enclosed info on SCBA tank replacement grant we received.

Dianna-please add to next board meeting agenda-thanks

Steve

-----Original Message-----

**From:** (Mailbox) GSF First Responder  
[mailto:firstresponder@garysinisefoundation.org]  
**Sent:** Tuesday, June 30, 2020 4:23 PM  
**To:** fire@breitungtownship.org  
**Subject:** RE: Your form "First Responder Grant Application" got a response

Chief Burgess,

It is with great pleasure that we are able to reiterate that the Gary Sinise Foundation First Responder Department has approved your grant request. The work you and your department do on a daily basis is extremely invaluable. We want you to know that Gary Sinise, the Gary Sinise Foundation, and every single one of our supporters from across the nation and globe thank you for what you do.

The payment for the SCBAs has been taken care of, and the vendor should be reaching out to you with shipping information. In addition, we will be sending a care package with a few shirts, stickers, etc., please keep us updated as to when you receive the care package, and please take 5-10 photos of the equipment, your crew, and your crew with the GSF shirts and signage as well.

In order to better the First Responder Outreach Department and improve our assistance, we have attached an AAR. Please fill it out and send it back with the photos!

Thank you again for the opportunity to be able to assist you.

Please do not hesitate to reach out with any questions.

Respectfully,  
Nick, Bobby, and the First Responder Outreach Department

-----Original Message-----

**From:** FormAssembly <no-reply@formassembly.com> On Behalf Of Response Report  
**Sent:** Friday, April 3, 2020 11:52 AM  
**To:** (Mailbox) GSF First Responder <firstresponder@garysinisefoundation.org>  
**Subject:** Your form "First Responder Grant Application" got a response



## First Responder Outreach- After Action Report

Name of Department:

Equipment or Training Received:

How has this equipment or training impacted the department?

How has this equipment or training impacted the community?

Has this increased efficiency of response time?

Please send photos of equipment and first responders with equipment to: Bobby George ([bgeorge@garysinisefoundation.org](mailto:bgeorge@garysinisefoundation.org))

## Coronavirus Relief Fund Certification Form

The Coronavirus Relief Fund (CRF) Certification Form must be submitted prior to disbursement of the funds.

Submit by email to [proptax.admin@state.mn.us](mailto:proptax.admin@state.mn.us) or by mail to Property Tax Division, Mail Station 3340, St. Paul, MN 55146

Name of Local Government (if city or town include county) <b>Breitung Township</b>	SWIFT Supplier ID # (if known) <b>0000198385</b>	Phone Number <b>218-753-6020</b>
Name and Title of Person Filling Out Form <b>Tim Tomsich-Chairman</b>		Email Address <b>chairman@breitungtownship.org</b>

By submitting this application, the above-named local government ("local government") certifies that it will honor all commitments in the statements below and the Information and Requirements document.

- The distributed funds will be used by the local government only to cover those costs that:
  - Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures"), as described and defined by official federal guidance on section 601(d) of the Social Security Act, as added by section 5001 of Public Law 116-136 ("federal guidance");
  - Were not accounted for in the budget most recently approved as of March 27, 2020, for the local government; and
  - Were or will be incurred during the period that begins on March 1, 2020, and ends on December 1, 2020. A cost is incurred when the local government has expended funds to cover the cost.
- The funds distributed pursuant to this certification will not be used by the local government in any manner contrary to federal guidance. This includes, but is not limited to:
  - As a revenue replacement for lower than expected tax or other revenue collections; and
  - For expenditures for which the local government has received other emergency COVID-19 supplemental funding for that same expense, regardless of the funding source.
- The local government is responsible for repayment of any funds used by the local government in any manner contrary to federal or State of Minnesota guidance.
- The local government will periodically report expenditures from the Coronavirus Relief Fund as required by Minnesota Management and Budget.
- Any aid amount remaining unexpended by an eligible city or town on November 15, 2020, must be sent to the home county in which the city or town is located. For cities located in Hennepin County the funds must be transferred to Hennepin County Medical Center or granted to another hospital in the county's boundaries. For the cities or towns located in Ramsey County the funds must be granted to Regions Hospital or another hospital in the county's boundaries. The transfer must be made no later than November 20, 2020. Any amount of aid remaining unexpended by an eligible county by December 1, 2020 must be returned to Minnesota Management and Budget by December 10, 2020.
- The local government will maintain copies of any agreements to share Coronavirus Relief Funds pursuant to a joint powers agreement under Minn. Stat. § 471.59. Copies of such agreements and accounting records must be sufficient to document the funds distributed to other local governments.
- The local government is responsible for FEMA nonfederal share, increased workers compensation costs, and costs of supporting its Community Health Board COVID-19 response, and should not anticipate additional state funds for these purposes.
- The local government understands that these funds are subject to the requirements under the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

*I certify that I have the authority to complete this certification on behalf of the local government.*

Signature of Chief Executive of Local Government <b>Timothy S. Tomsich</b>	Title <b>chairman</b>	Date <b>7-1-20</b>
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Federal Award Name and CFDA Number: 601(d) of the Social Security Act (CARES Act) CFDA Number 21.019

# **Breitung Township**

## **COVID-19 Preparedness Plan**

Breitung Township is committed to providing a safe and healthy workplace for our staff and employees. To ensure that, we have developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and staff are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers, management, and membership. Only through this cooperative effort can we establish and maintain the safety and health of our workplaces.

Management and staff are responsible for implementing and complying with all aspects of this COVID-19 Preparedness Plan. Breitung Township managers and supervisors are empowered to enforce the provisions of this policy.

Our employees are our most important assets. We are serious about safety and health and keeping our staff working at Breitung Township. Employee involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. We have involved our employees in this process by inviting review of the plan and suggestions by the Breitung Township Management Team the Breitung Township Police and Fire Departments, and members of the staff. Our COVID-19 Preparedness Plan follows Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, federal OSHA standards related to COVID-19 and Executive Order 20-48, and addresses:

- hygiene and respiratory etiquette;
- engineering and administrative controls for social distancing;
- customer controls and protections for drop-off, pick-up and delivery;
- housekeeping, including cleaning, disinfecting and decontamination;
- prompt identification and isolation of sick persons;
- special considerations for off-site personnel;
- communications and training that will be provided to managers and workers; and
- management and supervision necessary to ensure effective implementation of the plan.

### **Screening and policies for employees exhibiting signs and symptoms of COVID-19**

All employees will be informed of common signs and symptoms of COVID-19 and are encouraged to self-monitor for those symptoms. The following policies and procedures are established to assess employee's health status prior to entering the workplace, and to establish a reporting protocol for when they are sick or experiencing symptoms.

**Temperature Screening.** Prior to arriving at the office, employees will be encouraged to self-administer a temperature check using a thermometer. If the temperature check shows that the employee has a fever (temperature higher than 100.4 degrees F), the employee will notify their supervisor or the Human Resources Manager that they are running a fever and will not be at work.

**Communicating the Need to Stay Home.** If employees are sick or experiencing symptoms while they are at home, they should call, email, or text their supervisor or Human Resources Manager. Employees should not come to work if they or a family member is feeling sick or if they have been exposed to COVID-19. If employees are sick or experiencing symptoms while at work, they should inform their supervisor or Human Resources Manager and leave for home as soon as possible.

**Leave Policy.** Breitung Township has implemented leave policies that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. Breitung Township has implemented a temporary modification to its personnel policy for the duration of the pandemic emergency which provides that, if an employee does not have sufficient leave to meet this need, additional sick leave will be extended at no cost to the employee. Accommodations for workers with underlying medical conditions or who have household members with underlying health conditions will be implemented. Individuals with underlying health conditions will be permitted to telework or maintain strict isolation within the office to the extent possible.

Breitung Township has also implemented a policy for informing workers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time. Workers will be informed by their supervisor or Township Clerk.

In addition, a policy has been implemented to protect the privacy of workers' health status and health information. Breitung Township personnel records are maintained and stored in a secure area.

**COVID-19 in a Member Community.** If there is a known or suspected occurrence of COVID-19 among the general population of a local residence or business, employees should not visit that residence or business until it is safe to do so. If an employee has recently visited a residence or business which has an occurrence of COVID-19, the employee shall inform their supervisor or Human Resource Manager and stay home until 14 days have elapsed since the potential exposure to the virus.

## **Handwashing**

Basic infection prevention measures have been implemented in our workplaces and shall be utilized at all times. Employees shall be instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the restroom. All visitors to the facility will be required to wash their hands or use hand sanitizer of greater than 60% alcohol prior to or immediately upon entering the city-owned facility. Breitung Township will have both hand soap and hand sanitizer available.

Employees will be asked to wash their hands at the sink or use sanitizer when they enter the office and after handling packages or materials brought in from outside the office.



## **Respiratory etiquette: Cover your cough or sneeze**

Employees and visitors are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on posters and supported by making tissues and trash receptacles available to all workers and visitors.

Employees will be reminded of the need to practice respiratory etiquette during all employee meetings.

## **Social distancing and Personal Protection**

Social distancing and personal protection have been implemented in the workplace through the following engineering and administrative controls:

**Work from Home.** Workers who can work from home are encouraged to continue to do so.

**Flexible Work Hours.** Workers are encouraged to vary their work hours and workdays to reduce the number of people in the workplace at any time.

**Social Distancing.** Employees having a private office with a door are being asked to close the office door when appropriate so other employees will be isolated from others when at their workstation. Workers will be instructed to maintain six feet of distance between them and any other persons at all times.

**Vehicles.** Employees will not be allowed to carpool or ride together in vehicles.

**Protective Supplies.** Breitung Township will provide each employee with a mask to be worn whenever the employee is in the common areas of the office or interacting with another person. A high-quality cloth mask may be used. Disposable latex-free gloves will be available for handling packages and other similar tasks. Gloves should be disposed of properly after use.

**Visitors.** Visitors and other members of the general population visiting the Breitung Township offices will be asked to wear a mask. If masks are available, the visitor will be provided with a mask if they do not have one.

**Deliveries.** Delivery workers will be instructed to leave mail and packages at the reception desk. Materials received will be distributed by employees from there. If an employee needs to interact with delivery personnel, they shall wear their masks and maintain social distancing.

**Lunchroom.** All employees will be encouraged to eat lunch in their respective offices rather than congregating in the lunchroom. Two people at opposite corners of the table will be the maximum allowed to eat in the lunchroom at one time.

**Gathering.** Employees, visitors, and customers are prohibited from gathering in large groups. Employees and visitors are prohibited from gathering in confined areas, and from using other workers'

personal protective equipment, phones, computer equipment, desks, cubicles, workstations, offices or other personal work tools and equipment. Employees and visitors shall maintain six feet of distance between each other while conducting business.

## Housekeeping

Regular housekeeping practices have been implemented, including routine cleaning and disinfecting of work surfaces, equipment, tools and machinery, and areas in the work environment, including restrooms, break rooms, lunchrooms, meeting rooms, and drop-off and pick-up locations. Frequent cleaning and disinfecting will be conducted in high-touch areas, such as phones, keyboards, touch screens, controls, door handles, copy machines, delivery equipment, etc. The building's cleaning employee will provide limited cleaning and disinfecting of tables, countertops and other surfaces after hours, but it will be virtually impossible to know whether a surface is virus-free prior to using it. Employees should clean a work area in the common areas of the office prior to using it and when they are done using it. Overall cleaning at a minimum should be done prior to start of work and at the end of each day.

## Preparedness Plan communication and training

This Preparedness Plan will be provided electronically or in paper form to all employees on \_\_\_\_\_{date}, and necessary training will be provided. Additional communication and training will be ongoing as conditions change and provided to all employees who did not receive the initial training. Instructions will be communicated to delivery personnel about how drop-off, pick-up and delivery services will be conducted to ensure social distancing practices are followed and about the recommendation that delivery workers use face masks when dropping off, picking up or accepting delivery. Managers and supervisors are to monitor how effective the program has been implemented by sharing their observations and discussing potential modifications during weekly staff meetings. Management and workers are to work through this new program together and update the employee training as necessary. This COVID-19 Preparedness Plan has been certified by Breitung Township management and approved by the Breitung Township Board of Directors and, will be posted throughout the workplace on \_\_\_\_\_(date). The COVID-19 Preparedness Plan be updated as necessary.

Certified by: \_\_\_\_\_{print Name}

\_\_\_\_\_{Signature}

**If an appropriate immunization is made readily available for COVID-19, employees will be asked to be immunized utilizing funds available through their personal insurance carrier.**

# Breitung Township-Internet Use Policy

---

**All users of the Internet are expected to act in a responsible and legal manner.**

## **DO NOT:**

- **Misrepresent yourself as another user**
- **Try to change or access files, passwords, or data belonging to others**
- **Seek authorized access to any computer system**
- **Send, receive, or display text or graphics that may reasonably be regarded as obscene or illegal**

**Failure to follow these rules will result in termination of WiFi privileges. Violation of State and Federal laws will be referred to the proper authorities for legal action.**

**Due to the change nature of computer services, policies are subject to change without notice, at the Township's discretion.**

**I have read and accept the terms and conditions.**

**CONNECT**

**Contact a staff member if you are experiencing difficulty logging in.**

**BREITUNG TOWNSHIP  
RESOLUTION 2020-#10**

STATE OF MINNESOTA  
COUNTY OF SAINT LOUIS  
TOWN OF BREITUNG

**RESOLUTION AUTHORIZING THE TOWN OF BREITUNG TO MAKE  
APPLICATION TO AND ACCEPT FUNDS FROM  
THE DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION**

**WHEREAS THE** authorizing authority approves of the attached application for the Water Treatment Facility and Water Transmission Improvements Project;

**WHEREAS THE** authorizing authority agrees to accept funding for the underlying projects if approved by IRRRB.

**NOW BE IT RESOLVED** that the authorizing authority of the Town of Breitung does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution was declared duly passed and adopted this 21<sup>st</sup> day of July 2020.

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Timothy Tomsich, Board Chair

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Dianna Sunsdahl, Clerk

**STATE OF MINNESOTA  
GRANT CONTRACT**

<b>PO ID</b> 3000007768	<b>PO Date</b> March 18, 2020		<b>Fiscal Year</b> 2020	<b>Grant Award</b> \$250,000.00
<b>Vendor ID</b> 0000198385	<b>Fund</b> 2370	<b>Fin Dept ID</b> B4335340	<b>Approp ID</b> B43TCPJ	<b>Account</b> 441352

This grant contract is between the State of Minnesota, acting through the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Breitung Township - PO Box 56, Soudan , Minnesota, 55782 ("GRANTEE").

## **Recitals**

1. Under Minn. Stat. Sec. 298.22 and 298.223 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 20-026 the State is empowered to enter into this grant.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## **Grant Contract**

### **1 Term of Grant Contract**

#### **1.1 Effective date:**

June 30, 2020, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

#### **1.2 Expiration date:**

November 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### **1.3 Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

### **2 Grantee's Duties**

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required

grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a) (1).

### **3 Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

## **4 Consideration and Payment**

### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

#### **(a) Compensation**

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

#### **(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

#### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$250,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

### **4.2 Payment**

#### **(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

#### **(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

### **4.3 Contracting and Bidding Requirements**

**(a)** Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(b) For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## **5 Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## **6 Authorized Representative**

The State's Authorized Representative is Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, [chris.ismil@state.mn.us](mailto:chris.ismil@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Valeda McDonald, PO Box 56, Soudan, Minnesota, 55782, 218-753-6020, [clerk@inactive.com](mailto:clerk@inactive.com). If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the

performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

### **10.2 Intellectual Property Rights**

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. Sec.176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

### **12.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.



## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **15 Data Disclosure**

Under Minn. Stat. Sec.270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **16 Provisions**

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

## 1. STATE ENCUMBRANCE VERIFICATION

## 3. STATE AGENCY

*Individual certifies that funds have been encumbered as required by Minn. Stat." 16A.15 and 16C.05*

Electronically Approved and Signed

Signed: Bob Scuffy

Title: Accounting Director

Date: June 30, 2020

Electronically Approved and Signed

By: Mark R Phillips

Title: Commissioner

Date: June 30, 2020

## 2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Timothy S. Toman

Title: Chairman

Date: 7/14/20

By: Dianne Sunsfahr

Title: Clerk, Breitung Township

Date: 07/14/2020

Distribution:

Agency

Grantee

State's Authorized Representative

## **EXHIBIT A: DUTIES**

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the Township of Breitung for water treatment plant improvements to serve Tower, Soudan and Breitung.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project

Eligible expenses are outlined in the budget of the application. Related expenses must be pre-approved by the agency's Authorized Representative.

### **REPORTING REQUIREMENTS:**

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds.

The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

### **ACKNOWLEDGEMENT:**

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

**Prevailing wages must be paid on the project according to the IRRRB Board Resolution No. 96-005, see attached Exhibit C.**

## **EXHIBIT B: PAYMENTS**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$250,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Architectural and engineering fees in excess of 10% of the total infrastructure and structural reinforcement costs are ineligible for reimbursement.

## EXHIBIT C

### IRON RANGE RESOURCES AND REHABILITATION BOARD OF THE STATE OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

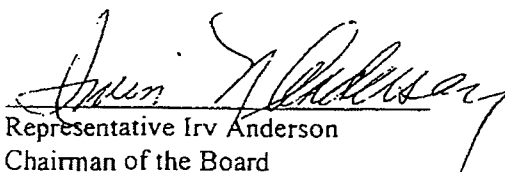
NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"

PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD THIS  
29th DAY OF APRIL, 1996

AYES: 11  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: 0

Signed:   
Representative Irv Anderson  
Chairman of the Board

## RESOLUTION APPOINTING ELECTION JUDGES 2020-#11

**WHEREAS:** Minnesota Statutes § 204B.21 allows Unorganized 22 & Breitung Township to appoint an election judges;

**WHEREAS:** Minnesota Statutes § 204B.19, subdivision 2 requires that an election judge (1) can read, write, and speak the English language, (2) is not the spouse, parent, child, or sibling of any election judge serving in the same precinct or any candidate of the election, (3) is not domiciled, either permanently or temporarily with any candidate at the election, or (4) is not a candidate in the election;

**WHEREAS,** the base number of required election judges for an election in Minnesota under Minnesota Statutes § 204B.22 has been determined to be a minimum of (4) Four for the precinct of Unorganized 22 & Breitung Township ;

**WHEREAS,** the clerk recommends (1) One Housekeeper per shift to follow Polling Place Guidelines during the Covid-19 Pandemic as set out by the Office of the Minnesota Secretary of State;

**WHEREAS,** the clerk recommends election judges due to the anticipated voter turnout, election judge availability, and necessity of maintaining party balance at all times during the day; and

**WHEREAS:** the following list of judges fulfills the requirements listed in Minnesota Statutes § 204B.19, subdivision 2:

Valeda McDonald

Renee Pearson

Barb Burgess

Katie Popish

Trudy Hendricks

Kathleen Zavodnick

Lori Sundeen-Tomsich

Roberta Ames

**WHEREAS:** under Minnesota Statutes § 204B.21, subdivision 2, a resolution is mandatory if the appointment of the election judge is within 25 days of the election in which the election judge will serve.

**WHEREAS:** 08 / 11 / 20 20 is the date of the election in which the election judge is to serve;

**NOW, THEREFORE BE IT RESOLVED:** the Town Board of Unorganized 22 & Breitung Township hereby appoints the following election judges as eligible to serve in the Primary Election On, August 11<sup>th</sup>, 2020, pending completion of their training and otherwise qualifying for the office:

Valeda McDonald

Renee Pearson

Barb Burgess

Katie Popish

Trudy Hendricks

Kathleen Zavodnick

Lori SundeenTomsich

Roberta Ames

**BE IT FURTHER RESOLVED:** the Town Board of Unorganized 22 & Breitung Township hereby authorizes any election judge to be compensated as required by Minnesota Statutes § 204B.31, in an amount set by the Town Board at their regular hourly rates for the clerk and deputy clerk and at

\$ 10.00 per hour for all other trained election judges, which is not less than the prevailing Minnesota minimum wage, (plus meals the day of the election) ;

**BE IT FURTHER RESOLVED:** the Town Board of Unorganized 22 & Breitung Township hereby authorizes the Town Clerk to add additional election judges as needed and allowed by Minnesota Statutes § 204B.21.

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

BY THE BOARD

\_\_\_\_\_  
Tim Tomsich, Town Board Chair

Attest:

\_\_\_\_\_  
Dianna Sundahl, Clerk

**From:** Phil Chapman <ChapmanP@StLouisCountyMN.gov>  
**Sent:** Tuesday, February 25, 2020 7:25 AM  
**To:** 'Polly McDonald'  
**Subject:** RE: M100 Machine Replacement

This message was sent securely using Zix®

Hi Polly,

You will still be able to use your M100 through 2020. After 2020, I'm not sure if you will be able to use the equipment due to the reasons below. Unfortunately, the Secretary of State's grant application deadline was 1/31/20 and I believe they are in the process of awarding the grants. I'm not sure if there will be funding available after they award the grants. If so, I would expect them to have another window for applications. Once we hear back from them, we will definitely forward the communications to everyone.

-Phil

**Phil Chapman**  
**Clerk of County Board /**  
**Elections Supervisor**  
**St. Louis County**  
**100 N 5<sup>th</sup> Ave West, Room 214**  
**Duluth, MN 55802**  
**(218) 726-2445**

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**From:** Polly McDonald [<mailto:clerk@breitungtownship.org>]  
**Sent:** Monday, February 24, 2020 3:19 PM  
**To:** Phil Chapman <ChapmanP@StLouisCountyMN.gov>  
**Subject:** RE: M100 Machine Replacement

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**WARNING: External email. Please verify sender before opening attachments or clicking on links.**

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Phil

We have to hand count our ballots if I am understanding your message?

Also I missed the deadline for grant for upgrade on M100...Is there any money left for Breitung to still apply?

Polly

**From:** Phil Chapman [<mailto:ChapmanP@StLouisCountyMN.gov>]  
**Sent:** Friday, January 03, 2020 12:57 PM  
**To:** City of Biwabik (Shannon Mackey); City of Buhl (Ryan Pervenance); City of Buhl (Dianna Thronson); City of Cook (Theresa Martinson); City of Eveleth (Jackie Monahan-Junek); City of Eveleth (Stephanie Friebe); City of Mt. Iron (Amanda Inmon); City of Mt. Iron (Craig Wainio); City of Rice Lake (Carley Hungerford); City of Rice Lake (Toni Blomdahl); City of Tower (Terri Joki-Martin); City of Tower (Victoria Ranua); Town of Balkan (Anita Novak); Town of Biwabik (Emily Highland); Town of Breitung (Polly McDonald) ([clerk@breitungtownship.org](mailto:clerk@breitungtownship.org)); Town of Brevator (Brenda Pallin); Town of Brevator (Brenda Pallin); Town of Cedar Valley (Barb Peterson); Town of Clinton (Brian Mayry); Town of Clinton (Brian Mayry); Town of Cotton ([towncotton@outlook.com](mailto:towncotton@outlook.com)); Town of Duluth (Ann Cox); Town of Embarrass (Jenny Boese); Town of Field (Pat Chapman); Town of Field (Pat Chapman) ; Town of Fine Lakes (Joanne Dawson); Town of



Fine Lakes (Joanne Dawson) ; Cherry (Angela Koski)

**Cc:** Lisa Sweet

**Subject:** M100 Machine Replacement

**Importance:** High

This message was sent securely using Zix®

Good Afternoon,

The MN Secretary of State's Office has just informed us that the use of Windows 7 will no longer be allowed to transmit election totals to ERS (see attached email). This impacts jurisdictions that are currently using M100 machines to tabulate ballots. The software used to compile the results for M100 machines is only compatible with Windows 7 and not Windows 10. Our vendor has a work-around for the 2020 elections; however, due to the security risks and lack of security patches or updates for Windows 7, they are unable to guarantee that a work-around will be available for elections held after 2020.

If a work-around is not available for elections held after 2020, the M100 machines will not be able to be used to tabulate votes. Because of this, you may want to consider applying for grant funding to replace your M100 machine prior to the 2022 elections.

If you have any additional questions, please let me know. Thank you.

-Phil

**Phil Chapman**  
**Clerk of County Board /**  
**Elections Supervisor**  
**St. Louis County**  
**100 N 5<sup>th</sup> Ave West, Room 214**  
**Duluth, MN 55802**  
**(218) 726-2445**

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