

Township of Breitung Agenda-Special Meeting

Township of Breitung Board Meeting 01/26/2021

Breitung Town Hall 12noon and via teleconference

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

- Call the meeting to order/Roll Call
- Approval of Minutes
 - 12/29/2020-Special Board Meeting
- Approval of December 2020 Treasurers Report
 - Checks Written 44977 thru 45125
 - Total Disbursements \$261,564.31
 - Fund Balance-\$336,630.61
- Correspondence
 - Minnesota Pollution Control
 - Letter of Resignation-Jason Sanderson
 - Johnson, Killen & Seiler
 - St Louis County Environmental Services
 - Regional Railroad Authority
 - Tony Sikora-very pleased with maintenance department communication, and work done on trees by house

- Public Input

Reports:

- Police
- Fire
- Road and Bridge
- McKinley Park
- Recreation
 - Rink Updates
 - Donation of Hockey Boards
- Wastewater Board

Old Business

- Township Operations
- Update on Police Department Hours-Memorandum of Agreement
- Inflow and Infiltration Grant Update-CDBG/IRRR

New Business

- Pay Bills as Presented
- Fire & Rescue 2021 Officer and Wage Recommendations
- Fire and Rescue applying for an AFG Grant for PPE and SCBA. Current PPE expires in 2021. Township has matched 5% in the past.
- Elimination of Police On Call for the months of Feb-March-April 2021
- Set Date for the Board of Audit Meeting
- Annual Meeting Discussion-Will it be In-Person, Telephone, Video Conference or other options
- Plow Truck Replacement
- League of MN Cities-Workers Comp Premium Options
- League of MN Cities-Liability Coverage Waiver Form
- Resolution #2021-01 Designation of Township Election Hours
- Resolution #2021-02 Appointing Absentee Ballot Board
- Resolution 2021-03 Appointing Election Judges for Township Elections

Next Regular Meeting Date-February 22nd, 2021 @ 12 Noon

Adjourn

Township of Breitung Special Meeting 12/29/2020 12:00PM-In Person Meeting at the Town Hall & Via Teleconference

Present In Person:

Board Members: Chairman Tim Tomsich, Supervisor Chuck Tekautz, Supervisor Greg Dostert, Clerk Dianna Sunsdahl, Treasurer Jorgine Gornick

Public: Tom Gorsma-Maintenance Supervisor,

Phone In:

Stephanie Ukkola-Timberjay Newspaper, Renee Pearson-Deputy Clerk, Dan Nylund-Police Chief

Call to Order @ 12:00pm by Chairman Tomsich, Roll call taken

Approval of Minutes:

Motion by Supervisor Tekautz to accept the Meeting Minutes from 12/16/2020 as presented 2nd by Supervisor Dostert

Motion Passed 3-0

Old Business:

- **Township Operations**

- Rink-Rink flooded several times over the past weekend, and Supervisor Dostert able to hook up stereo. Safe skating policy changed to 6 persons inside the warming shack with 1 attendant (for the 6' social distancing). Rink should be ready to open the first weekend in January. Hours are Weekdays: 4pm-8pm, and Weekends from 11:00am-8pm. Next week the gates will be lifted, and there are a few spots that need work. Supervisor Dostert spoke with Chimp and there will be parties every other weekend with BBQ outside, and food in individual serving sizes. Still looking for attendants, currently have 3. Clerk Sunsdahl has ordered many items for the rink that will be coming in the next several days. Masks, Hand Sanitizer, Cleaner and such for the warming shack to remain in compliance with the Governors Orders and remain safe for the public.

- **Town Hall**

Motion by Supervisor Tekautz to keep the Town Hall closed due to restriction extensions through the month of January 2021

2nd by Supervisor Dostert

Motion passed 3-0

New Business:

- Police Schedule-Discussion by the Board members regarding 8 hours vs 12 hours shifts for the Police. 12 hour days for the Police Department has increased the Townships Sick Day Liability by approximately \$15,000, for a total of \$24,624.48 for the Police Department. Changing the scheduling hours to 8 hours will keep Holidays, Sick and Personal Days consistent with the Labor Contract. Supervisor Tekautz to take any scheduling questions after January 1st, 2021.
- Motion by Supervisor Dostert to have the Police Department change their scheduling to 8 hour days January 1st 2021
2nd by Supervisor Tekautz
Motion passed 3-0

Next Regular Town Board Meeting: Tuesday, January 26th, 2020 @ 12 noon

Adjourn:

Motion by Supervisor Dostert to Adjourn the Meeting at 12:12pm

2nd by Supervisor Tekautz

Motion Passed 3-0

Respectfully Submitted

Dianna Sunsdahl

Clerk, Breitung Township

TOWNSHIP OF BREITUNG

Dec-20

GENERAL	77,104.03
ROAD & BRIDGE	48,414.51
FIRE	25,095.22
PARK	17,344.92
RECREATION	13,948.96
POLICE	48,629.66
PROJECTS	41,285.73
WATER DEPT	64,807.58
CARES	0.00
TOTALS	336,630.61

Minnesota Pollution Control Agency

Environmental Analysis and Outcomes Division

NOTICE OF HEARING

Proposed Amendments to Rules Governing Water Quality Standards, *Minnesota Rules*, chapters 7050 and 7053 and Repeal of *Minnesota Rules*, parts 7050.0410; 7050.0425; 7050.0430; and 7050.0450; Revisor's ID Number 04335, OAH docket number 65-9003-37102

Overview. This notice is the Minnesota Pollution Control Agency's (MPCA) legal notice of its intent to adopt amended water rules following a hearing. The purpose of these revisions, known as the Class 3 and 4 Water Quality Standards rule revisions, is to ensure that water quality standards (WQS) reflect the latest scientific understanding of how water quality affects the ability to use the water for industrial and agricultural purposes (or beneficial uses). The rule revisions also provide clarity around the implementation of the WQS, particularly in terms of how permit conditions are derived and applied to facilities that discharge to waters designated with these beneficial uses.

This notice provides you the opportunity to submit your comments on this rule to the Administrative Law Judge (ALJ) either orally at the hearing or in writing at any time before the close of the hearing record. The Subject of Rules section provides further description of these proposed rules. If the proposed rules affect you in any way, the MPCA encourages you to participate in the rulemaking process.

View the [Alternative Format/Accommodation](#) and [MPCA Contact Person](#) sections of this notice for information on requesting this document in an alternative format.

Public Hearing. The MPCA intends to adopt rules after a public hearing following the procedures in the rules of the Office of Administrative Hearings (OAH), *Minnesota Rules* parts 1400.2200 to 1400.2240, and the Administrative Procedure Act, *Minnesota Statutes*, sections 14.131 to 14.20. The MPCA will hold a virtual public hearing on the above-named rules, with the login and call-in information listed below, starting at **2:00 p.m. on February 4, 2021**. The hearing continues until all parties present are heard, or until the end time of 4:30 p.m., whichever occurs first.

For video and audio connection to the virtual hearing, join through an internet connection, such as with a computer or tablet:

Enter: <https://minnesota.webex.com>

Meeting number: 146 933 0849

Meeting password: c3P7v3x36SG

For audio connection only, join the hearing by phone:

Call: 1-415-655-0003 (US Toll)

Access code: 146 933 0849

Additional information regarding the hearings and the rules being proposed is provided at <https://www.pca.state.mn.us/water/amendments-water-quality-standards-use-classifications-3-and-4>. Hearing exhibits will also be posted to this website before the hearing.

Administrative Law Judge. ALJ Ann C. O'Reilly will conduct the hearing. Judge O'Reilly's Legal Assistant, Lisa Armstrong, can be reached at the OAH, 600 North Robert Street, P.O. Box 64620, St. Paul, Minnesota 55164-0620, telephone 651-361-7888, and fax 651-539-0310. The rule hearing procedure is governed by *Minnesota Statutes*, sections 14.131 to 14.20, and by the rules of the OAH, *Minnesota Rules*, parts 1400.2000 to 1400.2240. You should direct questions about the rule hearing procedure to the ALJ.

Subject of Rules. The proposed revisions are to rules for water quality standards. Water quality standards (WQS) are foundational tools to protect water quality. They consist of beneficial uses – which identify how people, aquatic communities, and wildlife use waters – and linked numeric or narrative standards. Numeric standards set out amounts of specific pollutants allowed in a body of water that still protects it for the beneficial use, while narrative standards are statements of conditions in and on the water that must be either maintained or avoided in order to protect the beneficial use.

The proposed changes are to the WQS that protect water quality for use in industrial processes (Class 3A, 3B, 3C, and 3D), in Minn. R. 7050.0223, and agriculture - crop irrigation (Class 4A), and livestock and wildlife watering (Class 4B), in Minn. R. 7050.0224. The purpose of this rule revision is to ensure that the standards reflect the latest scientific understanding of how water quality affects the ability to use the water for those industrial and agricultural purposes (or beneficial uses). The rule revisions also provide clarity around the implementation of the WQS, particularly in terms of how permit conditions are derived and applied to facilities that discharge to waters designated with these beneficial uses. Implementation procedures are found in Minn. R. ch. 7053.

Most of Minnesota's WQS are expressed as numeric values. These numeric values establish levels of pollutants in the water that cannot be exceeded without potentially harming the ability of the water to attain its beneficial use. In many cases, numeric standards are appropriate. However, the diversity of water quality needs for industrial and irrigation use means that identifying protective numeric values for each potential pollutant necessary to protect various wide-ranging industrial and irrigation uses is unreasonable to complete on a statewide basis. Therefore, the main component of the changes to both the Class 3 and Class 4A WQS is a move away from the existing one-size-fits-all numeric standard to a narrative standard coupled with a robust implementation approach that takes advantage of available information and tools to implement the WQS as location-specific protective values. The revisions include specific procedures for implementation of each of these WQS through permit processes, with the procedures incorporated by reference into the rules.

In the case of the Class 4B WQS for wildlife and livestock watering, numeric values are appropriate and supported. Therefore the MPCA is proposing to update the Class 4B WQS to reflect current science and agricultural best practices, replacing the total salinity standard with a total dissolved solids standard, and adding sulfate and nitrate + nitrite standards.

The MPCA is also proposing various other changes to clarify the water quality standards, the uses they protect, and their implementation.

Comments. You and all interested or affected persons, including representatives of associations and other interested groups, will have an opportunity to participate. The administrative law judge will accept your comments either orally at the hearing or in writing at any time before the hearing record closes. Please submit written comments **to the administrative law judge via the Office of Administrative Hearings Rulemaking eComments website at <https://minnesotaoah.granicusideas.com/discussions>**. If it is not possible for you to use the eComments website, you may submit your written comments in person, by U.S. mail, or by fax to the judge using the contact information contained in the Administrative Law Judge section of this notice. Any comments or materials that you present or submit must relate to the proposed rules.

After the hearing, you may submit written comments to the administrative law judge using the eComments website (the preferred method) or by mail, fax, or personal delivery. These comments must be submitted within five working days after the hearing date. At the hearing, the administrative law judge may order this five-day comment period be extended for no more than 20 calendar days.

After the comment period ends, there is an additional five-working-day rebuttal period during which the MPCA and any interested person may respond in writing to any new information submitted. No one may submit additional evidence during the five-day rebuttal period.

All comments and responses must be submitted no later than 4:30 p.m. on the due date. All comments or responses received are public and will be available for review at <https://minnesota.oah.granicusideas.com/discussions>.

You may learn more about the OAH Rulemaking eComments website, including step-by-step instructions and frequently asked questions at <https://mn.gov/oah/forms-and-filing/ecomments/>. Questions about submitting comments via the OAH Rulemaking eComments website should be directed to the OAH at 651-361-7900.

Please note that comments regarding the MPCA's proposal must be sent to the ALJ. Comments sent to the MPCA alone will not be part of the rulemaking record. Comments submitted after the close of the comment period will not be accepted or considered part of the record.

Modifications. The MPCA may modify the proposed rules as a result of the rule hearing process. It must support modifications by data and views presented during the rule hearing process. The adopted rules may not be substantially different than these proposed rules, unless the MPCA follows the procedure under *Minnesota Rules*, part 1400.2110. The public is also advised that depending upon the comments received the MPCA may withdraw the proposed changes.

MPCA Contact Person. The MPCA contact person is Claudia Hochstein, MPCA Rule Coordinator, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; telephone: 651-757-2622, and Claudia.Hochstein@state.mn.us. You may also call the MPCA at 651-296-6300 or 1-800-657-3864; use your preferred relay service.

Availability of Rules. A copy of the proposed rules is published in the *State Register* after this notice, or they can be viewed on the MPCA public notice webpage at <https://www.pca.state.mn.us/public-notices>, and at <https://www.pca.state.mn.us/water/amendments-water-quality-standards-use-classifications-3-and-4>. A free copy of the proposed rules is also available upon request by contacting the MPCA contact person. One copy per request will be sent.

Availability of Statement of Need and Reasonableness. The statement of need and reasonableness (SONAR) summarizes the justification for the proposed rules, including a description of who will be affected by the proposed rules and an estimate of the probable cost of the proposed rules. The SONAR can be viewed at the MPCA's website at <https://www.pca.state.mn.us/public-notices>, and at <https://www.pca.state.mn.us/water/amendments-water-quality-standards-use-classifications-3-and-4>. A print copy is available for the cost of reproduction by contacting the MPCA contact person.

Alternative Format/Accommodation. Upon request, this information can be made available in an alternative format, such as large print, braille, or audio. To make such a request or if you need an accommodation to make this hearing accessible, please contact the MPCA contact person.

Lobbyist Registration. *Minnesota Statutes*, chapter 10A, requires each lobbyist to register with the State Campaign Finance and Public Disclosure Board. You should direct questions regarding this requirement to the Campaign Finance and Public Disclosure Board at Suite #190, Centennial Building, 658 Cedar Street, St. Paul, Minnesota 55155, telephone 651-539-1180 or 1-800-657-3889.

Statutory Authority. The proposed rules are authorized by *Minnesota Statutes*, sections 115.03 and 115.44.

Adoption Procedure after the Hearing. After the close of the hearing record, the ALJ will issue a report on the proposed rules. You may ask to be notified of the date when the ALJ's report will become

available, and can make this request at the hearing or in writing to the ALJ. You may also ask to be notified of the date that the MPCA adopts the rules and files them with the Secretary of State, or ask to register with the MPCA to receive notice of future rule proceedings. You may make these requests at the hearing or in writing to the MPCA contact person.

Order. I order that the rulemaking hearing be held at the date, time, and location listed above.

Laura Bishop, Commissioner
Minnesota Pollution Control Agency

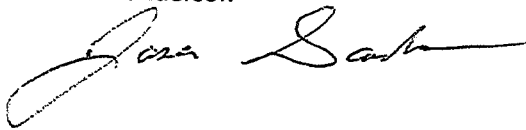
January 21 2021

I am giving my two week notice of resignation as Lieutenant of the Breitung Police Department. My last day of service will be February 4th 2021.

I thank everyone involved with Breitung Township for their hospitality and the opportunity to serve the communities of Breitung Township, Soudan and the city of Tower.

Thank you,

Jason Sanderson

 01-21-2021

JOHNSON, KILLEN & SEILER

A PROFESSIONAL ASSOCIATION

A TRADITION OF TRUST

STEVEN J. SEILER *
ROBERT C. PEARSON *
JOSEPH J. ROBY, JR. * ◇
RICHARD J. LEIGHTON * ▲
ALOK VIDYARTHI
ROY J. CHRISTENSEN *
JESSICA L. DURBIN *
DIANA BOUSCHOR DODGE *
JACOB K. STONESIFER *
KEVIN C. PILLSBURY *
DARYL T. FUCHIHARA *
SUSAN L. WALDIE *
AMANDA M. MANGAN
JACOB K. MORGAN

WRITER'S E-MAIL ADDRESS:
rpearson@duluthlaw.com

OF COUNSEL
ROBERT J. ZALLAR
NICHOLAS OSTAPENKO *
JOSEPH V. FERGUSON *

* ALSO MEMBER OF
WISCONSIN BAR
▲ ALSO MEMBER OF
NORTH DAKOTA BAR
◇ MINNESOTA STATE BAR ASSOCIATION
CERTIFIED LABOR AND
EMPLOYMENT LAW SPECIALIST

December 17, 2020

Township of Breitung
c/o Dianna Sundahl, Clerk
PO Box 56
Soudan MN 55782

Ladies and Gentlemen:

Enclosed is our statement of account through November 30, 2020.

We would like to take this opportunity to thank you for your confidence in us, and we look forward to helping you with future legal work.

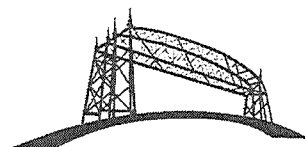
In light of the challenges of the past year we are not making any increases in our billing rates for 2021. Thank you again for the privilege of serving you.

Yours very truly,

e/ Robert C. Pearson

RCP/clg Enc.

800 Wells Fargo Center
230 West Superior Street
Duluth, MN 55802



Ph: 218.722.6331
Fax: 218.722.3031
W: duluthlaw.com



Saint Louis County

Environmental Services Department

Virginia Government Services Center • 201 South 3rd Avenue West • Virginia, MN 55792
Phone: (218) 749-9703 or 1-800-450-9278 • Fax: (218) 749-0650 • www.stlouiscountymn.gov

Mark St. Lawrence

Director

December 30, 2020

Brietung Township
Dianna Sunsdahl, Clerk
P.O. Box 56
Soudan, MN 55782

Dianna Sunsdahl,

Throughout the COVID-19 pandemic, St. Louis County Environmental Services has worked hard to ensure its 25 waste collections sites remain open during each site's scheduled hours of operation. Unfortunately, one day last week, the department, on very short notice, found itself with a staffing issue related to the pandemic that prevented the opening of one of its sites.

While I can assure you the department will make every effort to prevent a site closure from happening again, I can't guarantee it. Therefore, Environmental Services' staff have distributed flyers reminding citizens to call the department's main phone lines: (218) 749-9703 or (800) 450-9278 before visiting any of its waste collection sites. The message is updated daily to alert citizens of any site closings, especially on short notice.

Additionally, I am requesting the township post the following message on its website and/or bulletin board so as to minimize any inconvenience to our citizens, should another site closing occur:

"Citizens are encouraged to call St. Louis County Environmental Services main phone line: 218-749-9703 or 1-800-450-9278 before visiting any sites as the message is updated daily to alert citizens of any site closings."

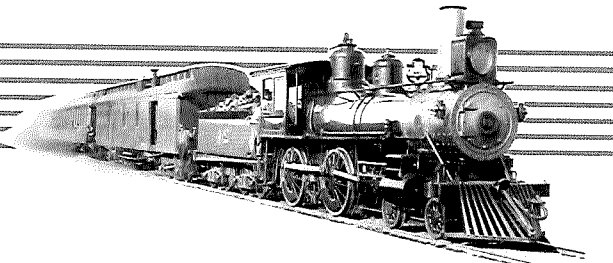
Thank you for your assistance in this matter.

Sincerely,

Mark St. Lawrence, Director

MSL/dh

St. Louis & Lake Counties **REGIONAL RAILROAD AUTHORITY**



January 4, 2021

Breitung Township
P.O. Box 56
Soudan, MN 55782

Re: Mesabi Trail – Tower to Soudan Trail Segment Replacement; Requesting Letter of Support

To Whom It May Concern,

The St. Louis and Lake Counties Regional Railroad Authority is planning on replacing the 2.5 mile segment and bridge of the Mesabi Trail from Tower to Soudan. As you know, this trail segment is part of the Taconite State Snowmobile Trail System.

We are applying for a grant through the Federal Recreational Trail Program for funding the replacement of the trail segment and bridge, with the application being due by February 26th, 2021. To supplement the grant application submittal, we are requesting a letter of support from Breitung Township encouraging and supporting the replacement of this segment. Letters of support are an important factor for reviewers when selecting projects for funding. Your letter of support can be sent to me by email or through the mail with my information provided below.

Thank you very much for your consideration and hope that you can provide a letter to support this replacement project.

Bill Dahl
Deputy Director
St. Louis and Lake Counties Regional Railroad Authority
111 Station 44 Road
Eveleth, MN 55734
Office Phone: 218-744-6150
Cell Phone: 218-780-7282
E-mail: bdahl@rrauth.com

CC: Bob Manzoline, St. Louis and Lake Counties Regional Railroad Authority



Breitung Fire & Rescue
Box 337
33 1st Ave.
Soudan, Mn. 55782

January Fire Dept Report

Regular monthly fire dept meeting for January and annual meeting was held on January 13th 2021. The highlights of regular meeting include receiving the years of service helmet badges for all former members with 20 or more years of service, completion of new SCBA tanks into service, welcoming a new member, discussion of possible AFG application for PPE purchase, review of emergency calls and assignment of members for monthly equipment checks.

Annual fire dept meeting highlights include recommendations for fire dept officers and recommended wages:

Fire Dept officers:

CHIEF	STEVE BURGESS
ASST. CHIEF	MATT TUCHEL
CAPTAIN	TREVOR BANKS
TRAINING OFFICER	LANCE DOUGHERTY
LIEUTENANT	MATT TOMSICH

Wages:

Fire Chief	425.00 per month
Asst Chief	375.00 per month
Training	300.00 per month
Captain	250.00 per month
Lieutenant	200.00 per month

Fire Dept officers will continue to evaluate need for future meetings.

Since last regular meeting in November we responded to following emergency calls and Fire Dept events:

- 12/6/20 Highway emergency on Hwy 169 in Breitung Township
- 12/27/20 Snowmobile accident on Lake Vermilion in Breitung Township
- 1/12/21 Car accident Greenwood Township



BREITUNG POLICE DEPARTMENT

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

PHONE: (218) 753-6660

FAX: (218) 753-2407

41 1ST AVE • P.O. BOX 6
SOUDAN MN 55782

DAN NYLUND
CHIEF OF POLICE

December 2020

CALLS: 146

CITATIONS/FORMAL CHARGES: 4

MONTHLY MILEAGE: 1,855 (TAHOE: 831 EXPLORER: 1,024)

SQUADS: Current end of the month mileage for the Gold 2012 Chevy Tahoe (Tower) is **103,690**. Current end of the month mileage for the 2017 Ford Explorer is **33,733**.

ADDITIONAL SHIFTS: During the month of December the Breitung Police Department worked 4 extra TZD shifts.

TRAINING: N/A

MISC: Visit the CDC for Covid updates.

CALL SUMMARY

CITATIONS/FORMAL CHARGES/ARRESTS:

- (1) No Insurance
- (1) DAR Driving without a valid license
- (1) Expired vehicle registration
- (1) Expired tabs



facebook.com/breitungpolicedept



@breitungpolice

**Letter of Understanding
By and Between
Teamsters General Local Union No. 346
And
Breitung Township**

This Letter of Understanding (LOU) will be between Teamsters General Local Union No. 346 and Breitung Township. This LOU will be in effect from January 1, 2021 to December 31, 2022 in which time the current Collective Bargaining Agreement (CBA) is set to expire.

By signing this Letter of Understanding both parties agree to the following terms and conditions:

Employees working under the CBA between Teamsters General Local Union No. 346 and Breitung Township will earn their Sick Time, Vacation Time, and Personal Time at increments of eight (8) hours per occurrence.

Employee can elect to use eight (8) hours per day but will be allowed to take the full day off and will be paid for the entirety of the shift.

If Sick Time, Vacation Time, or Personal Time is used by an Employee eight (8) hours per day shall be deducted from their accumulation while they receive full pay for their entire scheduled shift.

All time accumulated prior to January 1, 2021 will be paid based on their regular scheduled shift, i.e., 12 hours as stated in the current Union contract.

**Breitung Township
Teamsters General Local Union No. 346**

Date: _____

Date:



Saint Louis County

Planning and Community Development Department
www.stlouiscountymn.gov

Matthew Johnson
Director

To: 2021 Community Development Block Grant Program (CDBG) Applicants
From: Brad Gustafson, Planner
Date: January 22, 2021
Re: CDBG Final Funding Recommendations

Thank you for your agency's participation in the 2021 CDBG funding process.

Attached is the list of funding recommendations approved by the CDBG Citizen's Advisory Committee. The recommendations will be provided to the St. Louis County Board of Commissioners and then incorporated to St. Louis County's draft HUD 2021 Action Plan.

- HUD has yet to provide St. Louis County notice of its final CDBG award. The Advisory Committee may be reconvened if funding is substantially increased or reduced from the anticipated award.
- Funding recommendations require final approval by the St. Louis County Board before submission to HUD.
- **Do not start your project.** Agencies may not incur costs related to their CDBG funding until after County Board authorization and completion of the County's environmental review process. You will receive notice to proceed when these steps have been completed. Costs incurred prior to notice to proceed may not be eligible for CDBG reimbursement.

Please contact Community Development staff persons with questions:

Steve Nelson: 742-9561 or nelsonst@stlouiscountymn.gov

Mike Vidmar: 742-9564 or vidmarm@stlouiscountymn.gov

Brad Gustafson: 742-9563 or gustafsonb@stlouiscountymn.gov

Jill Zallar: 742-9567 or zallarj@stlouiscountymn.gov

☐ **Duluth Office**, Government Services Center
320 West 2nd Street, Suite 301, Duluth, MN 55802
Main Phone: (218) 725-5000
Toll Free in MN: 1-800-450-9777
On-Site Wastewater: (218) 725-5200
Fax: (218) 725-5029

☐ **Virginia Office**, Government Services Center
201 South 3rd Avenue West, Virginia, MN 55792
Main Phone: (218) 749-7103
Toll Free in MN: 1-800-450-9777
On-Site Wastewater: (218) 749-0625
Fax: (218) 749-7194



St. Louis County, MN

St. Louis County

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

Government Service Center
201 South 3rd Avenue West
Virginia, MN 55792
Phone: (218) 749-7103

FY 2021 CDBG Initial Funding Recommendation

	2021 CDBG Applicants	CDBG Request	Initial Recommend	Available Funding
	Housing			\$275,000
1	Access North: Aging In Place	\$20,000	\$20,000	
2	AEOA: Single Family Rehab	\$600,000	\$205,000	
3	Habitat for Humanity	\$60,000	\$25,000	
4	One Roof	\$100,000	\$25,000	
	Housing Total	\$780,000	\$275,000	
	Economic Development			\$40,000
5	Entrepreneur Fund: Microenterprise and Consulting	\$40,000	\$20,000	
6	SOAR: Subsidized Employment Services	\$25,000	\$20,000	
	Economic Development Total	\$65,000	\$40,000	
	Community Facilities and Public Infrastructure			\$985,000
	Community Facilities			
7	Chisholm: Fieldhouse Improvements	\$50,000	\$0	
8	Colvin Township: Town Hall Electrical Upgrade	\$12,000	\$12,000	
9	East Range DAC: Site Safety Improvements	\$198,046	\$75,000	
10	Gilbert: Community Center ADA Improvements	\$150,000	\$36,000	
11	Greenhaven PTO: Inclusive Playground	\$35,000	\$20,000	
12	Revive Virginia: Downtown Commercial Rehab	\$150,000	\$0	
13	Tower-Soudan Historical Society: Fire Hall Roof Rehab	\$15,000	\$0	
	Community Facilities Total	\$610,046	\$143,000	
	Public Infrastructure			
14	Aurora: Wastewater Treatment Facility Screening	\$165,000	\$100,000	
15	Breitung Township: Inflow and Infiltration Reduction	\$150,000	\$100,000	
16	Cook: Wastewater Treatment Infrastructure	\$50,000	\$40,000	
17	Ely: Water/Sewer Infrastructure	\$150,000	\$100,000	
18	Floodwood: Water Main Infrastructure	\$200,000	\$150,000	
19	Hibbing: Sewer Infrastructure	\$250,000	\$100,000	
20	Hibbing PUC: Water Main Infrastructure	\$65,000	\$50,000	
21	Mountain Iron: Sewer Phase 3 Infrastructure	\$50,000	\$50,000	
22	Tower: Water/Sewer Infrastructure	\$175,000	\$152,000	
23	St. Louis County: Neighborhood Revitalization Program	\$0	\$0	
	Public Infrastructure Total	\$1,255,000	\$842,000	
	Community Facilities and Public Infrastructure Total	\$1,865,046	\$985,000	
	Public Service			\$250,000
24	Advocates for Family Peace	\$18,500	\$18,000	
25	AEOA: Homeless Shelter Operations	\$54,000	\$43,000	
26	AEOA: Homeless Youth Services	\$28,200	\$23,000	
27	Hibbing HRA: Moving to Work Program	\$9,000	\$8,000	
28	Legal Aid of NE MN	\$40,000	\$33,000	
29	Project Care	\$25,000	\$15,000	
30	Quad City Food Shelf	\$13,520	\$13,000	
31	Range Transitional Housing	\$40,000	\$40,000	
32	Salvation Army: Melting Pot Meals Program	\$18,000	\$17,000	
33	Salvation Army: Virginia Supper Club	\$17,000	\$17,000	
34	Sexual Assault Program: Youth Outreach	\$23,500	\$23,000	
	Public Service Total	\$286,720	\$250,000	
	Grand Total	\$2,996,766	\$1,550,000	\$1,550,000

2021 CDBG Subcommittee Presentations - 15 Minute Question and Answer

WebEx

January 14, 2021

Time	Project #	Project Title
Community Facilities & Public Infrastructure		
9:30	7	Chisholm: Fieldhouse
9:45	8	Colvin Township
10:00	9	East Range DAC
10:15	10	Gilbert: Community Center/Library Accessibility
10:30	11	Greenhaven PTO: Accessible Playground
10:45	12	Revive Virginia
11:00	13	Tower-Soudan Historical Society
11:15	Lunch Break	
12:00	14	Aurora: Wastewater Treatment Infrastructure
12:15	15	Breitung: I & I
12:30	16	Cook: Wastewater Treatment Infrastructure
12:45	17	Ely: Water/Sewer Infrastructure
1:00	18	Floodwood: Water Main Infrastructure
1:15	19	Hibbing: Sewer Infrastructure
1:30	20	Hibbing PUC: Water Main Infrastructure
1:45	21	Mt. Iron: Sewer Phase 3 Infrastructure
2:00	22	Tower: Water/Sewer Infrastructure
2:15	Advisory Committee Community Facilities & Public Infrastructure Discussion	
3:00	Advisory Committee Initial Funding Recommendation	

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

PO ID 3000008207	PO Date January 21, 2021		Fiscal Year 2021	Grant Award \$145,000.00
Vendor ID 0000198385	Fund 2370	Fin Dept ID B4335340	Approp ID B43TCPJ	Account 441352

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of 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. § 298.22, subd. 13, Taconite Environmental Protection Fund (Minn. Stat. § 298.223) and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 21-011 the State is empowered to enter into this grant contract agreement.
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 agreement.
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 contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

January 22, 2021, Per Minn. Stat. Sec. 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the the State's Authorized Representative has notified the Grantee that work may commence. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

December 31, 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 \$145,000.00 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

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

(a) 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.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

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 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. 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

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

Electronically Approved and Signed

Signed: Bob Scuffy

Title: Accounting Director

Date: January 21, 2021

3. STATE AGENCY

Electronically Approved and Signed

By: Mark R Phillips

Title: Commissioner

Date: January 22, 2021

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 Tamul

1/26/2021

Iron Range Resources & Rehabilitation

Title: Chairman

Date: 1-26-21

By: _____

Title: _____

Date: _____

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 Breitung Township for sanitary sewer replacement in Breitung Township.

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 and included in Exhibit B. 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 is set to reach 12 months, and annually thereafter until grant funds have been expended and all of the terms of the grant agreement have been met.

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.

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$145,000.00. 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.

Expense Description	Funding Source: Applicant	Funding Source: IRRR	Funding Source: SLC CDBG	Funding Source:	Funding Source:	Total Funding
Sewer line and road reconstruction	332,935	145,000	150,000			527,935
Contingency	52,793					52,793
A & E	95,028					95,028
Total	480,756	145,000	150,000			\$675,756

Architectural and engineering fees in excess of 10% of sanitary sewer replacement costs are ineligible for reimbursement.

EXHIBIT C:
Department of Iron Range Resources and Rehabilitation
Prevailing Wage Conditions for New Construction

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

Breitung Fire and Rescue Department

2021 Officer and Wage Recommendations-The Breitung Fire and Rescue Department wish to make the following recommendations to the Breitung Township Board for Officers and their wages. Lance Dougherty has been recommended for the Training Officer Position (change). There is a \$50.00/month increase in salary for the Training Officer Position as well. (\$300/mo.-\$350/mo.).

<u>Position</u>	<u>Name</u>	<u>Wages</u>
CHIEF	Steve Burgess	\$425.00/Month
ASST. CHIEF	Matt Tuchel	\$375.00/Month
CAPTAIN	Trevor Banks	\$250.00/Month
TRAINING OFFICER	Lance Dougherty	\$350.00/Month
LIEUTENANT	Matt Tomsich	\$200.00/Month

From: Nguyen, Angela <ANguyen@lmc.org>
Sent: Friday, January 15, 2021 7:25 AM
To: Clerk@breitungtownship.org; breitung@breitungtownship.org
Cc: Tsagency@Frontiernet.Net
Subject: Quote for LMCIT Workers' Compensation Coverage: Breitung Township
Attachments: Breitung Township Quote.pdf

It's time to select your premium option for the upcoming year of workers' compensation coverage for the Breitung Township.

What you need to do

- Review the information in the attached quote for workers' compensation coverage (this attachment is not an invoice, no need to send payment)
- Select your premium option(s) and submit your completed form 15 days prior to your current coverage's expiration to LMCIT Underwriting Technician Angela Nguyen at anguyen@lmc.org

Note: If you do not make a premium selection 15 days before your current coverage's expiration, your coverage will be automatically renewed with your coverage selection from last year, unless the member or agent sends a written request not to renew coverage.

Questions?

- Get a comprehensive explanation of coverage and premium options in the information memo LMCIT Workers' Compensation Coverage Guide (pdf).
- Contact Angela Nguyen, LMCIT Underwriting Technician, at (651) 215-4005 or anguyen@lmc.org

Thank you for participating in the LMCIT workers' compensation program!

Angela Nguyen | Underwriting Technician

Phone: (651) 215-4005
anguyen@lmc.org

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103
www.lmc.org | [Facebook](#) | [Twitter](#) | [Podcast](#)

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of \$25,000 - \$50,000

BREITUNG TOWNSHIP
PO BOX 56
SOUDAN, MN 55782-0056

Agreement No.: WC 1001805_Q-5
Agreement Period:
From: 03/01/2021
To: 03/01/2022

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium		27,224
Debit	1.25	6,806
Standard Premium		34,030
Deductible Credit	0.00%	0
Premium Discount		-2,758
Net Deposit Premium		\$31,272
Adjustment for Commission*		0
Total Net Deposit Premium		\$31,272

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:
00716 Tower Soudan Agency Inc
Po Box 499
Tower, MN 55790-0499

Notice of Premium Options for Standard Premiums of \$25,000 - \$50,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1.	<input type="checkbox"/>	Regular Premium Option	<u>Net Deposit Premium</u>	<u>Commission Adjustment</u>	<u>Total Net Deposit Premium</u>
			31,272	0	31,272

2. ☐ **Deductible Premium Option**
 Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 34,030. The deductible will apply per occurrence to paid medical costs only.
 There is no aggregate limit.

	<u>Deductible per Occurrence</u>	<u>Premium Credit</u>	<u>Credit Amount</u>	<u>Net Deposit Premium</u>	<u>Commission Adjustment</u>	<u>Total Net Deposit Premium</u>
<input type="checkbox"/>	\$250	1.00%	-340	30,932	0	30,932
<input type="checkbox"/>	\$500	1.70%	-579	30,693	0	30,693
<input type="checkbox"/>	\$1,000	2.90%	-987	30,285	0	30,285
<input type="checkbox"/>	\$2,500	5.00%	-1,702	29,570	0	29,570
<input type="checkbox"/>	\$5,000	7.50%	-2,552	28,720	0	28,720
<input type="checkbox"/>	\$10,000	10.50%	-3,573	27,699	0	27,699
<input type="checkbox"/>	\$25,000	17.00%	-5,785	25,487	0	25,487
<input type="checkbox"/>	\$50,000	22.50%	-7,657	23,615	0	23,615

3. ☐ **Retrospective Rates Premium Option**

	<u>Retro-Rated Minimum Factor</u>	<u>Est. Minimum Premium</u>	<u>Retro-Rated Maximum Factor</u>	<u>Est. Maximum Premium</u>
<input type="checkbox"/>	0.658 %	22,392	1.150 %	39,134
<input type="checkbox"/>	0.638 %	21,711	1.250 %	42,538
<input type="checkbox"/>	0.598 %	20,350	1.500 %	51,045

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

_____ Signature	_____ Title	_____ Date
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**Notice of Premium Options for Standard Premiums of \$25,000 - \$50,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST. PREM</u>
121,807	10.41	5506	STREET CONSTRUCTION	12,680
21,800	4.38	7520	WATERWORKS	955
POP 580	238.99	7718	FIREFIGHTERS (VOLUNTEER)NON SMOKING	1,386
151,392	7.45	7721	POLICE-NON SMOKING	11,279
5,216	0.82	8810	CLERICAL OFFICE EMPLOYEES NOC	43
2,263	8.90	9016	SKATING RINK OPERATION	201
5,785	6.31	9102	PARKS	365
30,495	0.70	9410	MUNICIPAL EMPLOYEES	213
18,200	0.56	9411	ELECTED OR APPOINTED OFFICIALS	102
Manual Premium				27,224

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____

Resolution 2021-01

Breitung Township

Of St Louis County, Minnesota

RESOLUTION DESIGNATING TOWNSHIP ELECTION HOURS

WHEREAS, Minnesota Statutes Section § 205.175, subd. 3 require the town board, as governing body of the Town of Breitung to post the Polling Place and set voting hours for the township election.

WHEREAS, the Breitung Township Community Center located at 33 First Avenue, Soudan, Minnesota, 55782 is designated as the voting place.

WHEREAS, the Breitung Township Election hours will be from _____ to _____ on March 9th, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the town board of Breitung Township, St Louis County, Minnesota does hereby designate _____ to _____ as its township election hours.

BE IT FINALLY RESOLVED, that the township notify residents of this designation by following the requirements of Minn. Stat. § 205.16.

Adopted this 26th day of December 2021.

Upon vote taken, the following voted: Chairman Tomsich, Supervisor Tekautz, and Supervisor Dostert

For:

Against:

By the Breitung Town Board

Attested to by

Town Chair-Tim Tomsich

Town Clerk-Dianna Sundahl

205.175 VOTING HOURS.

Subdivision 1. **Minimum voting hours.** In all municipal elections, the polling places will remain open for voting from 5:00 p.m. to 8:00 p.m.

Subd. 2. **Metropolitan area municipalities.** The governing body of a municipality which is located within a metropolitan county included in the definition of metropolitan area in section 200.02, subdivision 24, may designate the time during which the polling places will remain open for voting at the next succeeding and all subsequent municipal elections, provided that the polling places shall open no later than 10:00 a.m. and shall close no earlier than 8:00 p.m. The resolution shall remain in force until it is revoked by the municipal governing body.

Subd. 3. **Other municipalities.** The governing body of a municipality other than a municipality described in subdivision 2, may by resolution adopted prior to giving notice of the election, designate the time, in addition to the minimum voting hours provided in subdivision 1, during which the polling places will remain open for voting at the next succeeding and all subsequent municipal elections. The resolution shall remain in force until it is revoked by the municipal governing body or changed because of request by voters as provided in this subdivision. If a petition requesting longer voting hours, signed by a number of voters equal to 20 percent of the votes cast at the last municipal election, is presented to the municipal clerk no later than 30 days prior to the municipal election, then the polling places for that election shall open at 10:00 a.m. and close at 8:00 p.m. The municipal clerk shall give ten days' notice of the changed voting hours and notify the county auditor of the change. Municipalities covered by this subdivision shall certify their election hours to the county auditor in January of each year.

History: 1983 c 62 s 8; 1984 c 396 s 1,2; 1984 c 560 s 22,23; 1994 c 646 s 15; 2005 c 156 art 6 s 54

Important Changes to Office Operations: COVID-19 Information

OFFICE OF THE MINNESOTA
SECRETARY OF STATE STEVE SIMON

Español Hmoob Soomaali Tiếng Việt Русский 中文 ພາສາລາວ Afaan Oromo ខ្មែរ
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VOTING HOURS

Polling places are usually open from 7 a.m. to 8 p.m.

State and federal elections

7 a.m.* - 8 p.m.

*In state and federal elections, towns with less than 500 registered voters are not required to open until 10 a.m. but most choose to open at 7 a.m.

City, town and school-only elections

7 a.m.* - 8 p.m.

*In elections that are only for cities, towns, and/or school districts, polling places located in the metropolitan area do not have to open until 10 a.m. Those outside the metropolitan area do not have to open until 5 p.m. However, most choose to open at 7 a.m.

The metropolitan area is defined as the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright.

Did you know...?

As long as you're in line by 8 p.m., you can vote, even if you do not reach the front of the line until after 8 p.m.

RESOLUTION 2021-02
BREITUNG TOWNSHIP of St. Louis County, MN
Resolution Appointing 2021 Absentee Ballot Board

Whereas, Minnesota Statutes Section 203B.121, subd.1 requires the Town board, as governing body of the Town, to appoint a ballot board to process all absentee ballots returned to the Town clerk for the Township Election.

Whereas, the ballot board must consist of election judges trained in the handling of absentee ballots, or staff trained as election judges; and

Whereas, even though only two members are required to meet whenever an absentee ballot needs to be processed, the ballot board must consist of at least the same number of members as the minimum number of required election judges for the Town election, which pursuant to Minnesota Statutes Section 204B.22 has been determined to be three. Whereas, the Town Board for the Town of Breitung has appointed its election judges for the 2020 Township of Breitung Local Election.

Now Therefore Let It Be Resolved: That the Town Board for the Town of Breitung hereby appoints the following election judges to serve as the ballot board required to perform all duties required in the processing of absentee ballots required under Minnesota Statutes Section 203B.121 and all other applicable statutes and rules:

Katy Popesh, Lori Sundeen-Tomsich, Valeda McDonald

Be It Further Resolved: That the Town Board of the Town of Breitung hereby authorizes any member of the ballot board to be compensated as required by Minnesota Statutes Section 203B.121, when said member performs any required duty of the ballot board.

Adopted by the Breitung Town Board, _____

Upon vote taken the following voted:

For:

Against:

By the Breitung Town Board

Attested to by

Town Chair-Tim Tomsich

Town Clerk-Dianna Sundahl

RESOLUTION APPOINTING ELECTION JUDGES 2021-03

WHEREAS: Minnesota Statutes § 204B.21 allows Breitung Township to appoint 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 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
Dianna Sundahl
Jackie Kangas

Katy Popesh
Kathleen Zavodnick
Jayne Sundeen

Roberta Ames
Laurie Anderson
Lori Sundeen-Tomsich

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: 03 / 09 /2021 is the date of the election in which the election judge is to serve;

NOW, THEREFORE BE IT RESOLVED: the Town Board of Breitung Township hereby appoints the following election judges as eligible to serve in the Township Election on March 3rd 2021, pending completion of their training and otherwise qualifying for the office:

Valeda McDonald
Dianna Sundahl
Jackie Kangas

Katy Popesh
Kathleen Zavodnick
Jayne Sundeen

Roberta Ames
Laurie Anderson
Lori Sundeen-Tomsich

BE IT FURTHER RESOLVED: the Town Board of 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 26th day of January, 2021

BY THE BREITUNG TOWN
BOARD

Ayes: _____

Nays: _____

Tim Tomsich, Town Board Chair

Attest: _____
Dianna Sunsdahl, Clerk