

Township of Breitung Agenda-Regular Board Meeting

Township of Breitung Board Meeting 09/23/2021

Breitung Community Center 12noon

- Call the meeting to order
- Acceptance of Agenda
- Approval of Minutes
 - 09/08/21-Special Board Meeting
- Approval of August 2021 Treasurers Report
 - Checks Written 45752-45836
 - Total Disbursements \$86,209.94
 - Fund Balance \$526,027.58
 - Voided Checks-None
- Correspondence
 - Vehicle Complaint on Main St
 - Multiple Complaints of Flag on Main St
- Public Input

Reports:

- Police-None
- Fire-See Attached
- Road and Bridge
- McKinley Park
- Recreation
 - Donation of Hockey Boards
- Wastewater Board
- Ambulance Commission

Old Business

- Update on Police Department
- Township Operations
- Sanitary Sewer Improvement
 - Project Update

- McKinley Park Trail
 - City of Tower-Maintenance Assistance
 - Bike Trail Agreement
- Echo Point Complaint (Air BnB's)-Follow Up with St. Louis County/Lodging Tax Board
- Trail Committee Update
- Recreation Committee Meeting
 - Suggested Improvements
 - Purchase of peewee rink
- Emergency Action Plan
- Big Truck Night

New Business

- Open bids for vehicle
- Pay Bills as Presented
- Teamsters LU 346 Letter of Understanding
- Fire Department
 - New Computer
 - Resolution 2021-19 Increase Benefit Level for Firefighters
- Resolution 2021-20 Resolution Accepting Donations
- Resolution 2021-21 Resolution authorizing the township to make application to and accept funds from IRRR FY22 Downtown Streetscapes Program
- Resolution 2021-22 Resolution authorizing the Township to make application to and accept funds from IRRR FY22 Culture and Tourism Program
 - Received 2nd quote on electrical work for campsites
- Resolution 2021-23 Resolution to authorize the township to rezone real property located in Breitung Township
- FY22 Projects

Next Regular Meeting Date-October 28th, 2021 at 12:00pm

Adjourn

Township of Breitung Special Board Meeting 09-08-2021 at 12:00PM. In Person Meeting at the Breitung Community Center

Present In Person:

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

Public: Tom Gorsma Maintenance Supervisor, Matt Tuchel Assistant Fire Chief, Stephanie Ukkola- Timberjay,

Call to Order @ 12:01pm by Chairman Tomsich, Roll Call taken

Approval of Minutes:

Motion by Supervisor Tekautz to accept the Minutes from the 08-26-21 Regular Board Meeting

2nd by Supervisor Dostert

Motion Passed 3-0

Old Business:

- **Update on Police Department**-Supervisor Tekautz and Clerk Sunsdahl met with Joe Morin and Dave Setterberg from the Tower City Council and did some more cost analysis, and came up with some numbers to bring back to the City of Tower. The City of Tower's next meeting is in on September 13th, 2021. Clerk Sunsdahl received the background check on potential candidate Daniel Reing, but has not made available to the supervisors due to the fact it just arrived. Clerk Sunsdahl to make contact with a Union Representative to see what may need to be updated in the contract. Discussion about monies in the police forfeiture fund will be discussed at the next Board Meeting.
- **Sanitary Sewer Improvement**-Maintenance Supervisor Tom Gorsma went with the contractors and drove down 4th Avenue in regards to new sewer laterals for residents. The Water Board made the decision at their last Board meeting to assist residents that need it with \$2400 toward new sewer laterals. \$150 would be added to the residents' quarterly bill to pay back the funds. Treasurer Gornick is working with the program company to add this ability to the Software. September 20th is the estimated date to break ground on the project. Final grant applications due November and December. Currently have the money to camera, Maintenance Supervisor Gorsma would like to do Church St., but will look at previous records to see where it may need it. Will call Great Lakes Pipe Service. Looking at future sewer projects-camera and cleaning.
- **Emergency Action Plan**-Chairman Tomsich mentioned that there are templates in the Townships current Emergency Action Plan, and he will work on updating names and numbers. Matt Tuchel mentioned that Jesse Anderson, Gabe Meehan, and Bob Dale would be good resources as they have done some of this work in the past.

- Recreation Committee Update-Stephanie Ukkola will be attending the Tower Fire Relief Association Meeting tonight to ask for \$1500 towards the purchase of a new peewee rink. This coming Friday the 10th, the committee is meeting with a landscaper to discuss possibilities. Stephanie spoke with Nancy Larson (grant writer for the City of Tower) and discussed the different grant opportunities that may be available. \$35,000 DNR grant, \$30,000 IRRR, \$5,000 MP&L, and possibly a match of \$5,000 from Breitung Township.
- McKinley Park Updates-2 quotes received from Amptek. 1 quote for Spring Maintenance in 2022 at a cost of \$1,880 and 1 quote for upgrades to 11 of the pedestals in the campground at a cost of \$19,795. Many items need updating at the campgrounds (dock, playground, electrical) Chairman Tomsich mentioned applying for the DNR Outdoor Recreation grant in March that may be able to assist with some of these costs. Motion made by Supervisor Dostert to accept the bid/quote from Amptek for the Spring Maintenance in 2022
2nd by Supervisor Tekautz
Motion passed 3-0
No action taken on the bid/quote for the upgrade of 11 pedestals at the park.
- 4th Avenue Trees-Supervisor Dostert and Maintenance Supervisor Gorsma spoke with both residents where trees encroach and both have agreed to let contractor on their property. Supervisor Dostert would like to take lumber, and asked if this will lower cost. Motion by Supervisor Tekautz to accept the lower bid of \$2600 from Calgaro & Sons to cut down and remove 2 trees
2nd by Supervisor Dostert
Motion passed 3-0

New Business

- Big Truck Night-Consensus by the Board to have Big Truck Nights at the Skating Rink/Park. Clerk Sundahl to work with Mary Larson from ISD 2142. First choice of dates is Thursday September 23rd from 4pm-6pm and the 2nd choice being Thursday September 30th from 4pm-6pm.
- Fire Department
 - PERA-2 different cost analyses were presented to the Board to increase the Fire Department pension to \$2200, \$2400 or \$2500 per year. The first with a \$0 voluntary contribution from the Township and the second with a \$15,000 voluntary contribution to the PERA account. Currently there is over \$33k in the reserve account that is earning little interest. Discussion was that it would be beneficial to the account to earn a higher interest if contributing \$15k to the PERA account
Motion by Supervisor Tekautz to approve increasing the Firefighter pension to \$2,500 a year with a voluntary one-time contribution of \$15,000 to PERA
2nd by Supervisor Dostert
Motion passed 3-0

➤ Fire Fighter Classes

Matt Tuchel spoke in regards to the Fire Fighter classes being presented and how this would benefit our new fire fighters and anyone needing training. Other fire fighters from the area would be coming to this as well. No conflicts on the Township Calendar.

Motion by Supervisor Dostert to accept and add the Fire Fighter classes to the Community Center calendar

2nd by Supervisor Tekautz

Motion passed 3-0

- Culture and Tourism Grants-IRRR grants are now open. Chairman Tomsich spoke about adding some park items to the grant pre app. Spoke about getting the Siren fixed as well and asking Jim @ Amptek for a quote as well as Range Repair.

Motion by Supervisor Dostert to have Chairman Tomsich put in the pre application for the grant

2nd by Supervisor Tekautz

Motion passed 3-0

Next Regular Board Meeting: Thursday, September 23rd, 2021 at 12:00pm

Adjourn:

Motion by Supervisor Dostert to Adjourn the Meeting at 1:00pm

2nd by Supervisor Tekautz

Motion Passed 3-0

Respectfully Submitted
Dianna Sundahl
Clerk, Breitung Township

TOWNSHIP OF BREITUNG

Aug-21

GENERAL	209,724.75
ROAD & BRIDGE	42,875.95
FIRE	49,759.44
PARK	51,562.86
RECREATION	12,573.05
POLICE	67,810.30
PROJECTS	(8,227.01)
WATER DEPT	67,621.14
ARPA	32,327.10
TOTALS	526,027.58

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

September Fire Dept Report

Regular monthly fire dept meeting was held on 9/8/21. Highlights review and discussion of fire calls, assigned members for monthly apparatus checks and equipment checks, SOG refinement by Minnesota Public Safety group is in progress with officer group, fire boat cleaned and removed from boat house, increase in pension approved by town board, introduction of new member and town board approved fire fighter classes at town hall,

Hands on training conducted on SCBA usage

Since last regular meeting in August we responded to following emergency calls and fire dept events.

- 8/14 Fire Dept picnic
- 8/15 Mutual Aid for GFD outside fire
- 8\23 Smoke in Breitung township from Greenwood Lake Fire
- 8/24 Unauthorized campfire Breitung Township
- 8/27 Smoke in Breitung Township from Greenwood Lake Fire
- 9/5 Water rescue Breitung Township
- 9/7 Fire dept work night

Trail Maintenance

Year 2 thru Year 8

	Hours	Labor Rate/Hour	Equipment Rate/Hour	Total Labor	Total Equipment	Total Cost
May						
Mowing	8	\$ 27.50	\$ 55.00	220.00	440.00	660.00
Sweeping	4	27.50	55.00	110.00	220.00	330.00
Brushing	4	27.50		110.00		110.00
June						
Mowing	8	27.50	55.00	220.00	440.00	660.00
July						
Mowing	8	27.50	55.00	220.00	440.00	660.00
August						
Mowing	4	27.50	55.00	110.00	220.00	330.00
September						
Mowing	4	27.50	55.00	110.00	220.00	330.00
Sweeping	4	27.50	55.00	110.00	220.00	330.00
October						
Mowing	4	27.50	55.00	110.00	220.00	330.00
Brushing	4	27.50	55.00	110.00		110.00
	52	Total Cost/ year		\$ 1,430.00	\$ 2,420.00	\$ 3,850.00
Year 9 at full time	52	Seven Years		2,860.00	2,420.00	\$ 26,950.00
		Total Eight years				\$ 5,280.00
		Total Eight years				\$ 32,230.00
		Cost sharing based on footage				
		Tower (2,093 feet of 3,466 total)			60%	\$ 19,338.00
		Breitung (1373feet/3466 total)			40%	\$ 7,612.00

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

PO ID 3000008616	PO Date September 10, 2021		Fiscal Year 2022	Grant Award \$162,500.00
Vendor ID 0000198385	Fund 2380	Fin Dept ID B4335370	Approp ID B43N6AS	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, Douglas J. Johnson Economic Protection Trust Fund (Minn. Stat. § 298.292, subd. 1 and Minn. Stat. § 298.296, subd. 2(c)) and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 22-005 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:

September 15, 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, 2022, 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

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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 \$162,500.00 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

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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 Jim Plummer, 1003 Discovery Drive, Chisholm, Minnesota, 55719, (218) 274-7006, jim.plummer@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.

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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.

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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

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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: September 10, 2021

3. STATE AGENCY

Electronically Approved and Signed

By: Mark R Phillips

Title: Commissioner

Date: September 15, 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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Soudan Park Improvement Committee

Members: Matt Tuchel, Joan Dostert, Greg Dostert, Tom Gorsma, Stephanie Ukkola

Goals: To give the rink and playground necessary updates, to create a park that is enjoyable for all residents, to create public health and wealth, to create a grant proposal the DNR and town board will love.

Identified problem areas: older kids dominate the rink, hard to get bikes in the fence (sharp turns, bollards), people are unaware of the available facilities and activities at the park, playground unfit for toddlers, not very accessible

Listed priorities

1. Rink updates
2. Playground addition
3. Warming shack expansion/updates

Rink needs

- New boards, marine grade (what size?)
- Fiberglass dasher/runner?
- Taller fencing on both ends
- New lighting, LED, environmentally friendly, decorative (could they be solar powered? Any cables would need to be buried)

Warming shack needs

- Expand warming shack
- Add sink/kitchenette
- Zamboni garage?
- Community space
- Better storage for lender skates
- Cubbys or lockers for clothes?
- Updates to make the shack ADA compliant
- Does the shack need updates (paint, lighting, flooring, additional insulation, additional bathroom?)
- Improve heating (currently uses five electric space heaters, what are our options? Could the shack be solar powered?)
- Pave the parking lot
- Can we add a permanent rubber pathway between rink and shack?

Playground needs

- Toddler-safe play area
- More swings
- Handicap accessible entrance to playground
- New woodchips or pour and play surfacing

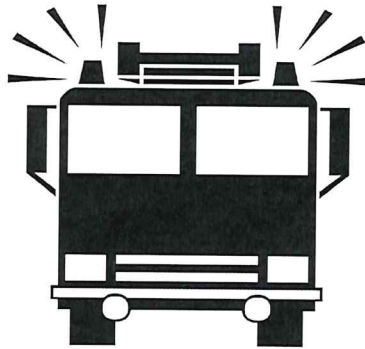
Additional miscellaneous ideas

- Duck pond
- Adult exercise equipment
- Gazebo/stage
- Disk golf
- Bocce ball
- Plantings
- Benches/Picnic Tables
- Trees
- Signage
 - To ice rink, playground, basketball and volleyball courts
 - To baseball field
- Handicap accessible path to basketball court and striping lines
- Handicap accessible picnic tables

Tower-Soudan ECFE & Breitung Township

invite you to

Big Truck Night



Date: Thursday, September 30th

Time: 4:00- 6:00 pm

Location: The Soudan Park & Recreation Area

Join us for Truck Night & hot dogs! All families with children birth to five are welcome to join us. If you haven't come to ECFE in the past it gives you a chance to meet the Early Childhood Family Education teachers! We are excited to see old friends and meet new families with young children!

Contact ECFE at 218-753-4040 ext 6113 for more information

Forfeiture Vehicle

2003 GMC Envoy-Grey Color

Vin # XXXXXXXX3872

License Plate # 294 WLG

Last Registration in 2018

Unknown Mileage

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

This Letter of Understanding (LOU) is an official Agreement to amend and change the current Collective Bargaining Agreement (CBA) that is in place from January 1, 2020, and set to expire on December 31, 2022, between the two above mentioned parties.

This LOU will expire with the current CBA.

These changes will not be permanent and or precedent setting in any way and will need to be negotiated again at the expiration of the CBA.

The agreed upon changes to the CBA will be outlined below.

Article III. Definitions

3.8 - Stand-By: Breitung Township will not require Bargaining Unit Employees to be on Stand-By time during the life of this Agreement.

3.9 - On-Call: Breitung Township will not require Bargaining Unit Employees to be On-Call time during the life of this Agreement.

Article IX. Call Back

9.2 - Stand-By/On-Call: Breitung Township will not require Bargaining Unit Employees to be on Stand-By or On-Call during the life of this Agreement.

9.3 For all time outside of the regular Bargaining Unit shifts, Breitung Township will rely on other law enforcement services to patrol the Township.

Article XII. Sick Leave

12.1 All regular full-time Employees shall receive sick leave with pay, and sick leave shall accumulate at the rate of one (1) day per month of service, hours based on regular scheduled hours worked, up to a maximum of ninety (90) days. An Employee who is absent from work due to illness shall not accumulate sick leave during the time of such absence from work.

Article XX. Severance

20.3 Bargaining Unit Employees shall receive wages and benefits set forth by this Agreement for a period of six (6) months in the event the Township closes down its Police Department for any reason.

Breitung Township

Teamsters General Local Union No. 346



Date: 09-22-21

Date: _____

**Township of Breitung
Statewide Volunteer Firefighter Plan
Resolution No 2021-19**

**A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS WHO ARE
VESTED IN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN**

The Town Board of Breitung Township, St Louis County, Minnesota, does ordain:

- WHEREAS: The Township previously authorized the fire department to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and
- WHEREAS: The Township requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and
- WHEREAS: The City understands that Minnesota statute allows an increase in benefit levels if the plan is fully funded, but does not have provisions for a decrease in benefit levels; and
- WHEREAS: The City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner.

NOW THEREFORE, BE IT RESOLVED BY TOWN BOARD OF BREITUNG TOWNSHIP, ST LOUIS COUNTY, MINNESOTA:

- 1) The Township hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Statewide Volunteer Firefighter Plan administered by PERA at the \$2500.00 benefit level per year of service, effective January 1, 2022; and with a \$15,000 one-time voluntary contribution.
- 2) The Township Clerk/Chairman are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion for the adoption of the foregoing resolution was proposed by Supervisor Tekautz and was duly seconded by Supervisor Dostert and upon vote being taken thereon, the following voted in favor:

For: 3
Against: 0

Whereupon said resolution was declared duly passed and adopted by the Board of Breitung Township on Thursday, September 23rd, 2021.

BY:

ATTEST:

Timothy Tomsich, Chairman

Dianna Sundahl, Clerk Breitung Township

**TOWNSHIP OF BREITUNG
RESOLUTION NO. 2021-20**

**STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG**

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Breitung Township is authorized to accept and maintain donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, the following persons and entities have offered to contribute the donations set forth below to the township:

Name of Donor	Donations	Date
1. Jackie Kangas	\$65.00	03/16/21
2. Bois Forte Reservation	\$7500.00	02/10/21
3. Tower Soudan Agency	\$50.00	06/22/21
4. Stuntz Bay Association	\$2500.00	06/28/21
5. Cash	\$40.00	07/06/21
6. C & C Winger	\$400.00	07/08/21
7. Tower Fireman's Relief Association	\$1200.00	09/08/21

WHEREAS, the terms or conditions of the donations, if any, are as follows:

Donation Number	Terms or Conditions
1. Jackie Kangas	Recreation
2. Bois Forte Reservation	Fire Assistance
3. Tower Soudan Agency	Community Picnic
4. Stuntz Bay Association	Road Maintenance
5. C & C Winger	Fire Department
6. Tower Fireman's Relief Association	Beginner Skating Rink

WHEREAS, all such donations have been contributed to the township for the benefit of its citizens, as allowed by law; and

WHEREAS, The Township Board finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF BREITUNG TOWNSHIP, ST. LOUIS COUNTY, MINNESOTA, AS FOLLOWS:

1. The donations described above are accepted and shall be used in accordance with noted terms or conditions either alone or in cooperation with others, as allowed by law.
2. The town clerk is hereby directed to acknowledge to each donor the town's acceptance of the donor's donation.

Adopted by the Town Board of Breitung Township on September 23rd, 2021.

Ayes:

Nays:

Approved: Chairperson

Attested: Clerk

Timothy Tomsich – Chairman

Dianna Sunsdahl - Clerk

DRAFT

TOWNSHIP OF BREITUNG
RESOLUTION NO. 2021-21

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG

RESOLUTION AUTHORIZING THE TOWSHIP OF BREITUNG TO
MAKE APPLICATION TO AND ACCEPT FUNDS FROM IRRRB FY22
DOWNTOWN STREETSCAPES PROGRAM

WHEREAS THE authorizing authority approves of the attached application for the Downtown Streetscapes Program – Community Park Corridor upgrades.

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

NOW BE IT RESOLVED that the authorizing authority of the Township of Breitung does adopt this resolution.

Upon vote taken, the following voted:
For: Tomsich, Dostert, Tekautz
Against: None

Whereupon said Resolution NO. 2021-21 was declared duly passed and adopted this 23rd day of September, 2021.

Timothy Tomsich – Chairman

Dianna Sunsdahl – Clerk

TOWNSHIP OF BREITUNG
RESOLUTION NO. 2021-22

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG

RESOLUTION AUTHORIZING THE TOWSHIP OF BREITUNG TO
MAKE APPLICATION TO AND ACCEPT FUNDS FROM IRRRB FY22
CULTURE AND TOURISM PROGRAM

WHEREAS THE authorizing authority approves of the attached application for the Culture and Tourism Program – Mckinley Park and Historic Whistle Upgrade.

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

NOW BE IT RESOLVED that the authorizing authority of the Township of Breitung does adopt this resolution.

Upon vote taken, the following voted:
For: Tomsich, Dostert, Tekautz
Against: None

Whereupon said Resolution NO. 2021-22 was declared duly passed and adopted this 23rd day of September, 2021.

Timothy Tomsich – Chairman

Dianna Sundahl – Clerk

Sparkbusters -

- looking for bid
with Business
Letterhead

Estimate

Date	Estimate #
9/15/2021	14

Name / Address
Breitung Township PO Box 366 Soudan, MN 55782

			Project
Description	Qty	Rate	Total
Electrical & Lighting	160	85.00	13,600.00
Non-Profit Organizations	1	14,250.00	14,250.00
McKinley Park RV pedestal upgrade. Pedestals 8-12 weeks out. Not including equipment operator cost			
Subtotal			\$27,850.00
Sales Tax (0.0%)			\$0.00
Total			\$27,850.00



Date: 8-26-21

To:

Breitung Township

McKinley Park Campground 2021 Electrical Upgrades

Prepared by:

Jim McCarter

james.mccarter@amptekcontractors.com

218-750-3577

Project Estimate

1. Scope

This project includes the following:

- Upgrade of 11 existing campsites to new 50/30/20 Amp RV Pedestals. Due to the loading demands of RV's, new underground cable will need to be installed to meet National Electrical Code requirements.
- It is proposed to utilize a portion of the existing underground feeder for 6 of the pedestals to be upgraded to 50/30/20 Amp. It is proposed to install a new underground feeder for the other 5 pedestals to be upgraded. The proposed underground feeder will have enough ampacity to add one future site if desired. The new underground feeder will be terminated in a new 200Amp breaker in the existing service.
- This proposal includes installing extra conduit sleeves across the roadway for possible future expansion or repairs and will eliminate the need to sawcut/repair the asphalt again.
- During the walk through, options for excavating and backfilling were discussed. It was decided that a local excavation contractor would be utilized for all excavation, backfill, concrete and asphalt removal/repair. Any civil work is not included in this electrical budgetary estimate.

2. Execution

This estimate includes supply of labor, materials and equipment based on the pricing details page of this document.

3. Clarifications

Additional estimate clarifications

- Customer signature is required before the commencement of any work.
- The work that is covered by this estimate is as defined in this estimate.
- This estimate includes permit and inspection fees when required.
- This estimate does not include plan review and/or engineering fees unless noted.
- This estimate does not include customer owed utility company charges or fees unless noted.
- This estimate does not include any additional costs associated with hazardous materials (i.e. asbestos, PCB, etc.) unless noted.
- This estimate does not include any additional costs associated with correcting existing code violations or unknown installations, repairs, modifications or replacements encountered.

This estimate and any affiliated attachments contain proprietary and confidential information of Amptek, Inc. (hereinafter "Amptek") and shall not be used, disclosed, or reproduced, in whole or in part, for any purpose other than to evaluate this estimate, without the prior written consent of Amptek.



- Any costs associated with damage of known/unknown or marked/unmarked utilities or systems are not included.
- Current lead times on RV pedestals are 8-12 weeks. Depending on time of project award, weather and when material order is placed to the vendor, the final connection and setting of the new RV pedestals may need to be completed next spring. It is the intent to complete the underground work in the fall of 2021.

4. Terms

All payments are due upon receipt of invoice

This estimate pricing is valid for 30 days

Payments by credit card will include an additional 3.5% surcharge

5. Pricing

Budgetary estimate based on customer description and known scope. This price is an estimate only and cannot account for unknown issues or unexpected issues. All work will be invoiced based on the rates below.

Budgetary Estimate: \$19,795.00

Standard Billable Rates

Electrician	\$105.00/hour
Apprentice	\$84.00/hour
Supervisor	\$123.00/hour

- **Service vehicles (truck/van) are included in this labor rate and are not an additional charge.**
- These rates apply to all hours worked Monday through Friday, 7:00am – 3:30pm.
- Overtime rates apply to hour worked outside of those detailed above and Premium rates apply to hours worked on weekends and holidays.
- Commercial projects requiring specialized installation equipment such as conduit threading machines, electric benders, tuggers, etc. will be invoiced per out standard equipment rates and reviewed with the customer prior to commencement of work.
- Supervisor rates applied to hours required for project layout, design, procurement, etc.
- Charges for any materials, permits, etc. will be itemized and billed at cost plus 10%.
- Charges for subcontractors and third-party services at cost plus 10%.



Amptek Inc.

Electrical Contractors

www.amptekcontractors.com

6. Authorization

The customers signature below acknowledges that they agree to the terms of this estimate and authorize the contractor to proceed as described.

Customer Name

Customer Signature

Date

This estimate and any affiliated attachments contain proprietary and confidential information of Amptek, Inc. (hereinafter "Amptek") and shall not be used, disclosed, or reproduced, in whole or in part, for any purpose other than to evaluate this estimate, without the prior written consent of Amptek.

TOWNSHIP OF BREITUNG
RESOLUTION NO. 2021-23

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG

RESOLUTION AUTHORIZING THE TOWNSHIP OF BREITUNG TO
REZONE REAL PROPERTY LOCATED IN BREITUNG TOWNSHIP

WHEREAS THE authorizing authority approves of the rezoning of real property located in Breitung Township as parcel ID: 270-0020-03330.

WHEREAS it has been determined to be in the best interest of Breitung Township that the real property located in Breitung Township and legally described as the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 33, Township 62 North, Range 15 West, be rezoned from RES-11 to MU-4, it is therefore

RESOLVED that the authorizing authority of the Township of Breitung does adopt this resolution and authorizes the Clerk to submit the necessary paperwork to the office of St. Louis County Planning and Zoning and take such further action as may be necessary to carry out the foregoing.

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution NO. 2021-23 was declared duly passed and adopted this 23rd day of September, 2021.

Timothy Tomsich – Chairman

Dianna Sundahl – Clerk



Parcel ID Number:
270-0020-03330

[Parcel Tax Lookup](#)
[Property Details](#)

Tax Parcel lines are an approximation only, not suitable for legal, engineering, or surveying purposes.

Address:

Owner Name: CITY OF TOWER

Owner Address: 602 MAIN ST PO BOX 576

Taxpayer: TOWER/BREITUNG

WASTEWATER BOARD

Address: PO BOX 576 TOWER MN 55791

Tax District: TOWN OF BREITUNG

Plat Description: BREITUNG

Lot: Block:

[Zoom to](#)

...



PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 9/21/2021 11:35:56 AM

General Details							
Parcel ID:	270-0020-03330						
Document Department:	-						
Document Number:	28343H						
Document Date:	-						
Plat Name:	BREITUNG						

Legal Description Details				
Plat Name:	BREITUNG			
Section	Township	Range	Lot	Block
33	62	15	-	-
Description:	SW 1/4 OF SE 1/4			

Taxpayer Details	
Taxpayer Name	TOWER/BREITUNG WASTEWATER BOARD
and Address:	PO BOX 576 TOWER MN 55790

Owner Details	
Owner Name	CITY OF TOWER
and Address:	602 MAIN ST PO BOX 576 TOWER MN 55790

Payable 2021 Tax Summary	
2021 - Net Tax	\$0.00
2021 - Special Assessments	\$0.00
2021 - Total Tax & Special Assessments	\$0.00

Current Tax Due (as of 9/20/2021)					
Due May 15th		Due		Total Due	
2021 - 1st Half Tax	\$0.00	2021 - 2nd Half Tax	\$0.00	2021 - 1st Half Tax Due	\$0.00
2021 - 1st Half Paid	\$0.00	2021 - 2nd Half Paid	\$0.00	2021 - 2nd Half Tax Due	\$0.00
2021 - 1st Half Due	\$0.00	2021 - 2nd Half Due	\$0.00	2021 - Total Due	\$0.00

Parcel Details	
Property Address:	-
School District:	2142
Tax Increment District:	-
Property/Homesteader:	-

Assessment Details (2021 Payable 2022)							
Class Code (Legend)	Homestead Status	Land EMV	Bldg EMV	Total EMV	Def Land EMV	Def Bldg EMV	Net Tax Capacity
776	0 - Non Homestead	\$26,600	\$0	\$26,600	\$0	\$0	-
Total:		\$26,600	\$0	\$26,600	\$0	\$0	0



PROPERTY DETAILS REPORT

St. Louis County, Minnesota



Date of Report: 9/21/2021 11:35:56 AM

Land Details							
Deeded Acres:	40.00						
Waterfront:	-						
Water Front Feet:	0.00						
Water Code & Desc:	-						
Gas Code & Desc:	-						
Sewer Code & Desc:	-						
Lot Width:	0.00						
Lot Depth:	0.00						
The dimensions shown are not guaranteed to be survey quality. Additional lot information can be found at https://apps.stlouiscountymn.gov/webPlatsIframe/frmPlatStatPopUp.aspx . If there are any questions, please email PropertyTax@stlouiscountymn.gov .							
Sales Reported to the St. Louis County Auditor							
Sale Date		Purchase Price			CRV Number		
02/1996		\$35,400 (This is part of a multi parcel sale.)			111645		
Assessment History							
Year	Class Code (Legend)	Land EMV	Bldg EMV	Total EMV	Def Land EMV	Def Bldg EMV	Net Tax Capacity
2020 Payable 2021	776	\$26,600	\$0	\$26,600	\$0	\$0	-
	Total	\$26,600	\$0	\$26,600	\$0	\$0	0.00
2019 Payable 2020	776	\$26,600	\$0	\$26,600	\$0	\$0	-
	Total	\$26,600	\$0	\$26,600	\$0	\$0	0.00
2018 Payable 2019	776	\$26,600	\$0	\$26,600	\$0	\$0	-
	Total	\$26,600	\$0	\$26,600	\$0	\$0	0.00
2017 Payable 2018	776	\$26,600	\$0	\$26,600	\$0	\$0	-
	Total	\$26,600	\$0	\$26,600	\$0	\$0	0.00
Tax Detail History							
Tax Year	Tax	Special Assessments	Total Tax & Special Assessments	Taxable Land MV	Taxable Building MV	Total Taxable MV	
2020	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	
2019	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	
2018	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	

Disclaimer: St. Louis County makes no representation or warranties, express or implied, with respect to the use or reuse of data provided herewith, regardless of its format or the means of its transmission. THE DATA IS PROVIDED 'AS IS' WITH NO GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, CURRENCY, SUITABILITY, PERFORMANCE, MERCHANTABILITY, RELIABILITY OR FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE. St. Louis County shall not be liable for any direct, indirect, special, incidental compensatory or consequential damages or third party claims resulting from the use of these data, even if St. Louis County has been advised of the possibility of such potential loss or damage. These data may not be used in states that do not allow the exclusion or limitation of incidental or consequential damages.



About: In some cases, rezoning a parcel may be necessary as the current zoning may be incompatible with the current activities in the area. Rezoning requests can be initiated by any of the following:

For more information, check out our website at: www.stlouiscountymn.gov/land-use

[illegible]

MU-4

4. *How would the neighborhood benefit from the proposed rezoning?

Rezoning to MU-4 will allow property to be put to use as a solar farm (with a conditional use permit). As a passive energy generation, this use will maintain the character of the neighborhood.

5. *How would the public benefit from the proposed rezoning?

Public benefits will include the ability to provide for passive generation of electricity and to provide an additional source of clean energy.

***Indicates required field. Incomplete applications will be returned.**

OFFICE USE ONLY*STAFF REVIEW**

☐ Yes ☐ No Is there a land use plan for the area of the proposed rezoning?

If yes, how does the plan support the proposed rezoning?

☐ Yes ☐ No Will the rezoning proposal require a concept plan map amendment?

AGREEMENT

By submitting this application, I certify and agree that I am the owner or the authorized agent of the owner of the above property, and that all uses will conform to the provisions of St. Louis County. I further certify and agree that I will comply with all conditions imposed in connection with the approval of the application. Applicants may be required to submit additional property descriptions, property surveys, site plans, building plans and other information before the application is accepted or approved. ***Intentional or unintentional falsification of this application or any attachments thereto will make the application, any approval of the application and any resulting permit invalid.*** I authorize St. Louis County staff to inspect the property to review the application and for compliance inspections. Furthermore, by submitting this application, I release St. Louis County and its employees from any and all liability and claims for damages to person or property in any manner or form that may arise from the approval of the application or any related plans, the issuance of any resulting permit or the subsequent location, construction, alteration, repair, extension, operation or maintenance of the subject matter of the application.

CONTACT: Planning and Community Development Department

Technical Assistance

Toll Free: 1-800-450-9777

Land Use Information

www.stlouiscountymn.gov/land-use

Duluth

Government Services Center
320 West 2nd Street, Suite 301
Duluth, MN 55802
(218) 725-5000

Virginia

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

Office Use Only

Receipt # _____

Receipt Date _____

Payment Amount _____

Paid By _____