

Township of Breitung Agenda-Special Board Meeting

Township of Breitung Special Board Meeting 12/20/2022

Breitung Community Center 12:00pm

- Call the meeting to order/Roll Call
- Acceptance of Agenda
- Approval of Minutes
 - 12/01/22 Special Board Meeting
 - 12/08/22 Informational Public Hearing
- Approval of November 2022 Treasurer's Report
 - Checks Written 47085-47173
 - Total Disbursements-\$188,409.69
 - Fund Balance-\$488,122.67
 - Voided Checks - None
- Correspondence
 - IRRR-The Ranger 12/07/22
 - Habitat for Humanity Newsletter
 - MAT-Grant Funding
 - Minnesota Unemployment Insurance Rate Change
 - Minnesota Pollution Control Agency-Notice of Hearing
- Public Input

Reports:

- Police-See Attached
- Fire-See Attached
- Road and Bridge-See Attached
- McKinley Park
- Recreation
- Wastewater Board
- Ambulance Commission

Acceptance of Reports

Old Business

- ATV Trail
 - Eagles Nest Group to speak
- Eagles Nest Fire Department
- Infrastructure Projects 5-year plan
- Stuntz Bay Road Project-Update
- Safety Grant Program offered by MNOSHA
- Hwy 169-Noise Reduction, Signage, Speed Limits Posted Updates
- Contract Agreement with Fire Department (dates to be decided)
- 2023 Contract with the City of Tower-Police

New Business

- Pay Bills as presented
 - Request for Payment-JPJ to 2EZ Construction
- Fund Balance & Transfers
- Equipment Replacement Plan
- SOS Cigarette License Renewal
- Resolution 2022-34 Resolution to Apply for and Accept funds for DNR grant-Breitung Fire and Rescue Department

Next Regular Meeting Date-Thursday, January 26th, 2022 at 12:00pm

Adjourn

Township of Breitung Regular Board Meeting 12-01-22 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
Clerk Dianna Sundahl, Treasurer Jorgine Gornick

Public: Daniel Reing-Police Chief, Keith Nyman-PT Police, Rachel Brophy-Timberjay, Larry McCray (EN Fire Chief) Frank Sherman (EN Supervisor), Tom Gorsma-Public Works, Jessica Hanine-Tower News, Susie Chiabotti-Park Manager

Call to Order @ 12:00pm by Chairman Tim Tomsich

Acceptance of Agenda

Motion by Supervisor Dostert to accept the agenda with the addition of Eagles Nest Fire Department as an addition under New Business

2nd by Supervisor Tekautz

Motion Passed 3-0

Approval of Minutes

Motion by Supervisor Tekautz to approve the minutes of the 11/17/22 Special Board Meeting as presented

2nd by Supervisor Dostert

Motion passed 3-0

Approval of Treasurers Report

Motion by Supervisor Tekautz to approve the October 2022 Treasurers Report as presented

2nd by Supervisor Dostert

Motion passed 3-0

Correspondence

- LMCIT-2022 Property/Casualty Dividend Refund-so noted
- IRRR-The Ranger 11/10 & 11/22 edition-so noted, McKinley Park and improvements in the Newsletter
- MAT November Newsletter-so noted
- Zielies Tree Service-Vegetation Management-so noted
- T-Ball Thank You-so noted
- Northwoods Partners-so noted

Public Input

None

Reports

- Police-See Attached
- Fire-See Attached
- Road and Bridge-See Attached
- McKinley Park-Park Manager stated it was a very good year, increased revenue. Daily visitors and boat launch traffic down. Electric and garbage costs decreased. New maps helped visitors and campers tremendously. Quiet, safe family campground. Manager very thankful for the help she receives from the Breitung Township staff.
- Recreation-Supervisor Dostert complimented R&B Department on the good work being done at the rink. Board to seek grant funding for light in back of soccer field and lights to ballfield. Will possibly set Tuesday's and/or Saturdays as Pizza night at the rink
- Wastewater Board-Manhole project should be starting soon, relief valves hard to purchase. TBWWB held its budget meeting and will keep rates variable. MP&L bought the Solar Farm. TBWWB possibly looking for an auditor to do the books if unable to self-audit.
- Ambulance Commission-No new updates

Acceptance of Reports

Motion by Supervisor Dostert to accept reports as presented

2nd by Supervisor Tekautz

Motion passed 3-0

Old Business:

ATV Trails-No new updates, clerk received a call from Timothy Rund-member of an Eagles Nest Group gathering information on ATV Trails and would like to speak to Town Board. Consensus by the Board to invite him to the next Board Meeting in December.

Infrastructure Project 2023-Chairman Tomsich met with Chris Ismal from IRRR. IRRR would like to see a 5-year plan for Breitung Township, Chairman Tomsich to speak with John Jamnick at JPJ Engineering in regards to this. IRRR would also like to see an application made to USDA for assistance in funding this project. Application to IRR and CDBG currently in progress.

Stuntz Bay Project-Remains under review with the St Louis County

Winter Help-5 people lined up for rink labor, looking for parent volunteers to work Sunday's

Safety Grant Program offered by MNOSHA-No new updates from Chief Reing

Hwy 169 Road Reduction, Signage, Speed Limits-No new updates, Hwy 169 Taskforce reactivated

New Business

Pay Bills as presented

Motion by Supervisor Dostert to pay bills as presented

2nd by Supervisor Tekautz

Motion passed 3-0

McKinley Park Rates-Board discussion with Park Manager on increase of rates, reviewed various campgrounds in the area.

Motion by Supervisor Tekautz to increase the 2023 Monthly Electric rate from \$975 to \$1025, and the Seasonal rate from \$3000 to \$3200 with all other rates to remain the same

2nd by Supervisor Dostert

Motion passed 3-0

Eagles Nest Fire Department-Fire Chief Larry McCray spoke of EMS as being a high priority, looking at neighboring communities to partner with, and possibly create a Joint Powers Board/Fire District. Stated it would be much better to work and train together, create an Emergency Management Plan. Mentioned the Laurentian Group but seems as though they may be disbanded. Would like to keep the conversation going and talk with the Fire Department. No action taken, Board would like to remain in the discussion.

Fire Department

- **Contract Agreement**-Discussion by the Board that this contract agreement was at the suggestion of the Township Attorney to eliminate any conflict of interest. Fire Department has their monthly meeting on December 8th, 2022.

Motion by Supervisor Tekautz to approve the Contract Agreement as presented

2nd by Supervisor Dostert

Motion passed 3-0

- **Resignation of Volunteer Eric Monson**-due to moving out of the area

Motion by Supervisor Dostert to accept resignation of Eric Monson with regret

2nd by Supervisor Tekautz

Motion passed 3-0

Police Department

- **Resignation of P/T Officer Trace Swanson**-due to moving out of the area

Motion by Supervisor Tekautz to accept the resignation of Trace Swanson with regret

2nd by Supervisor Dostert

Motion passed 3-0

- **Lease for Tasers**-Discussion by the Board in regards to lease, this lease is for 3 tasers (2023 model) and Cartridges. The Post Board requires the Police Department to have a less lethal option than a gun. The lease with Axon Enterprise, Inc would be a savings of \$2739.60

Motion by Supervisor Tekautz to approve the lease agreement with Axon as presented

2nd by Supervisor Dostert

Motion passed 3-0

- 2023 Police Contract with the City of Tower-No action taken, The City of Tower will vote on this at their next City Council Meeting

Light for Sliding-Correspondence from Kalee Bjorgo asking for lighting behind the soccer field. Discussion by the Board that there will be an Outdoor DNR Grant available next March, will seek funding for lighting, possibly solar lighting as there is no power that way.

Resolution 2022-32-Resolution Accepting Donations

Motion by Supervisor Dostert to accept Resolution 2022-32 as presented

2nd by Supervisor Tekautz

Motion Passed 3-0

Resolution 2022-33-Designation of Polling Place

Motion by Supervisor Dostert to accept Resolution 2022-33 as presented

2nd by Supervisor Tekautz

Motion passed 3-0

Notice of Absentee Voting-So noted by the Board

Next Regular Board Meeting:

Motion by Supervisor Tekautz to cancel the Regular Board Meeting on December 22nd, 2022, and hold a Special Meeting on December 20th, 2022 in its place

2nd by Supervisor Dostert

Motion Passed 3-0

Public Hearing: Thursday, December 8th, 2022 @ 11:00

Next Special Board Meeting: Tuesday, December 20th, 2022 @ 12noon

Adjourn:

Motion by Supervisor Dostert to Adjourn the Meeting at 12:45pm

2nd by Supervisor Tekautz

Motion Passed 3-0

Respectfully Submitted

Dianna Sundahl
Clerk, Breitung Township

Township of Breitung Informational Public Hearing 12-08-22 at 11:00am. In Person Meeting at the Breitung Community Center

Present In Person:

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

Public: Matt Tuchel-TBWVB Employee and Assistant Fire Chief, Rachel Brophy-Timberjay, Jessica Hanine-Tower News (11:06am).

Call to Order: at 11:00am by Chairman Tomsich

Opening Statement and Purpose of the Hearing: Chairman Tomsich stated that the purpose of the hearing is to gather information/factual findings of any Conflict of Interest regarding a TBWVB employee or an Officer of the Breitung Fire and Rescue Department holding a Town Board Position.

Documents included in the Meeting Packet include: TBWVB Agreement with LU 49, TBWVB Joint Powers Agreement, TBWVB By-Laws, Appendix A out of the Breitung Township Employee Handbook, and a Draft Copy of the Contract Agreement between the Breitung Town Board and the Breitung Fire and Rescue Department.

Matt Tuchel stated that he would like to see a hearing in the future to represent all officers of the Breitung Fire and Rescue Department, except the Fire Chief, to ensure there would be no conflict of interest should another member seek to hold a Board position.

Finding of Facts:

- The terms and conditions of the TBWVB Operator's employment are set by a union contract to which the TBWVB is a party. The Town Board is not a party to the union contract. The TBWVB Operator reports directly to the TBWVB and does not report to the Town Board.

Does the TBWVB Operator determine Public Policy:

The Town Board makes the finding that the TBWVB Operator does not determine Public Policy and the TBWVB is not a Public Office

Does the TBWVB Operator make final decisions:

The Town Board makes the finding that the TBWVB Operator does not make final decisions, final decisions are determined by the Tower-Breitung Waste Water Board

- The Assistant Fire Chief reports directly to the Fire Chief and does not report to the Town Board.

Does the Assistant Fire Chief of the Breitung Fire and Rescue determine Public Policy:

The Town Board makes the finding that the Assistant Fire Chief does not determine Public Policy and the Assistant Fire Chief is not a Public Office

Does the Assistant Fire Chief of the Breitung Fire and Rescue make final decisions:

The Town Board makes the finding that the Assistant Fire Chief does not make final decisions

The Breitung Town Board has drafted a Contract Agreement in regards to Compensation to the Members of the Breitung Fire and Rescue. The draft was approved by the Breitung Town Board on December 1st, 2022, with Agreement start and end dates to be determined at the December 20th, 2022 Town Board Meeting. The Breitung Fire and Rescue will bring forth the Contract Agreement at their Monthly Meeting December 8th, 2022.

No other members of the audience spoke.

It is determined by the Breitung Town Board that once the Contract Agreement is in place, and by all documents presented at today's Public Hearing, that there is no Conflict of Interest with Matt Tuchel, the TBWWB Operator and the Assistant Fire Chief to serve as a Town Board Supervisor

Adjourn:

Motion to adjourn the meeting by Supervisor Dostert at 11:07am

2nd by Supervisor Tekautz

Motion Passed 3-0

Respectfully Submitted

Dianna Sundahl
Clerk, Breitung Township

TOWNSHIP OF BREITUNG

Nov-22

GENERAL	100,343.59
ROAD & BRIDGE	132,784.64
FIRE	60,619.55
PARK	57,346.75
RECREATION	11,593.95
POLICE	91,798.71
PROJECTS	(24,124.18)
WATER DEPT	55,758.66
ARPA	0.00
TOTALS	486,121.67

From: Iron Range Resources & Rehabilitation <IRRRB@public.govdelivery.com>
Sent: Wednesday, December 7, 2022 4:50 PM
To: clerk@breitungtownship.org
Subject: The Ranger - Dec. 7

m DEPARTMENT OF IRON RANGE
RESOURCES & REHABILITATION

The Ranger

Dec. 7, 2022

Grants and loans support aviation industry across northeastern Minnesota

Dec. 17 is the 119th anniversary of the Wright Brothers' first flight. The day honors Orville and Wilbur Wright who in 1903 flew the first successful flight in a mechanically propelled airplane near Kitty Hawk, North Carolina.



Over a century later, northeastern Minnesota's aviation industry is an important part of the region's economy. It provides jobs, spurs private business and assists with essential community and health services. The area's air transportation system has a wide-ranging impact on the region's economy and quality of life.



There are 12 airports located within the Iron Range Resources & Rehabilitation service area that connect the region to local, regional, national and international markets. They are located in Aitkin, Bigfork, Chisholm/Hibbing, Cook, Ely, Eveleth-Virginia, Grand Marais, Grand Rapids, Orr, Silver Bay, Tower and Two Harbors.

Range Regional Airport (RRA) is the region's largest and was included in a 2019 economic impact study conducted by Minnesota Department of Transportation's Office of Aeronautics. The study examined the economic impacts of the state's public airports related to airport management, business tenants, capital investment, general aviation visitor spending and commercial visitor spending. The study concluded that RRA is responsible for 263 jobs in the region and over \$36 million in economic activity.



Iron Range Resources & Rehabilitation has provided infrastructure grants to RRA and many of the other airports to help pay for renovations and enhancements to runways and airfield lights, taxi lanes, hangars, aircraft parking aprons, passenger terminals, arrival and departure buildings, and auxiliary businesses. The agency has provided funding to support new and expanding business tenants at the airports including Detroit Diesel

Reman, Midwest Aircraft Refinishing and Premium Air.

Iron Range Resources & Rehabilitation's grants are funded through taxes paid by Minnesota's mining industry.

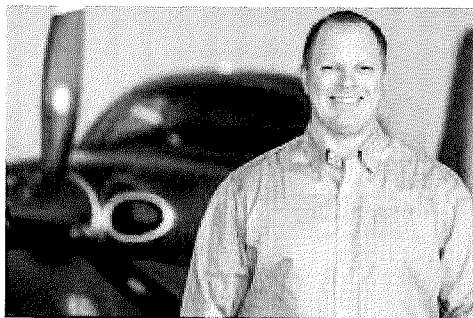
New commercial hangar being constructed at Range Regional Airport to house Premium Air, LLC

Chisholm-Hibbing Airport Authority (CHAA) is constructing a two-bay 21,900-square-foot commercial airplane hangar at Range Regional Airport (RRA) in Hibbing. The majority of the hangar space will be leased to a locally owned company, Premium Air, which provides on-demand charter service. The remaining portion will provide secure, climate-controlled rental space to transient visitors who regularly visit with mid to large size business jets. Iron Range Resources & Rehabilitation supported the project with \$389,375 in Community Development & Infrastructure grants and a \$2.5 million direct loan to CHAA. Total project investment is \$6.34 million.



The project also includes reconstruction of a 35,000-square-foot aircraft apron, construction of an 8,000-square-foot parking area and a 2,000-square-foot access road, improvement of security and fencing, and demolition of an outdated hangar and apron pavement.

Completion for the entire project is set for April 2023. Premium Air is currently leasing a hangar at Duluth International Airport (DLH) until the new hangar is completed.



Zim native Mark Parenteau founded Premium Air in 2017 when he saw the potential for private charter service in the region. He graduated from Cherry High School in 1981 and in 2009 founded Premium Plant Services, a hydroblasting company based in Hibbing with about 70 employees across locations in Minnesota, Iowa, Nebraska and Wisconsin. While growing Premium Plant Services, Parenteau coached and refereed high school

basketball on the Iron Range. He utilized a Cirrus airplane for business with his hydroblasting company, flying to branch locations.

Parenteau hired Biwabik native and 2001 Mesabi East graduate Josh Debevec in 2018 to serve as Premium Air's Chief Pilot. Debevec is a Federal Aviation Administration (FAA) certified transport pilot with more than 4,000 hours of flight time. He earned a commercial aviation and flight degree from University of North Dakota and was a flight instructor there before becoming a professor at Lake Superior College's aviation program in Duluth.

Premium Air provides private flights to anywhere in America in their three-passenger piston-engine Cirrus SR22. Premium Air is currently waiting FAA certification for their eight-passenger twin-engine turboprop Beechcraft King Air 350. The Cirrus is used for flights up to 400 miles. The Beechcraft flies at higher altitudes and is used for longer flights. The company strives to meet the market demand of the region's medical, mining and other industries whose employees and leaders make monthly or bi-monthly trips to other facilities in locations such as Chicago, Fargo, Indiana, Michigan and beyond.

"Premium Air offers a service that was not previously available at the airport," said Barrett Ziemer, Chisholm-Hibbing Airport Authority executive director. "The hangar will generate additional revenue for the airport in the form of lease and rental payments, increased aircraft fuel sales and other operational fees."



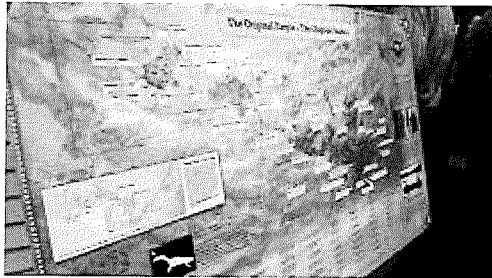
Ziemer explained that prior to the new hangar all of the airport facilities were full and there was no available heated rental space for visitors to the region. CHAA wanted to construct a hangar for many years, however without a private company involved, aeronautic and economic development grants were limited. When Premium Air expressed interest in headquartering their operations at the airport, CHAA qualified for and received a \$1.2 million grant from Minnesota Department of Transportation Aeronautics.

"The need for saving time and getting face-to-face with people drove Premium Plant Services to look into corporate flight service. Once I pulled the trigger on making the investment into a plane and staff, I soon realized significant gains in the company's performance, not to mention spending more time with my family," said Parenteau. "It wasn't long after that I posed the question: If this helps my business, how many other companies in the area would benefit from a local air service that don't necessarily want to make the investment and find the staff? Thus the start of Premium Air and a private charter service."

[Learn more about Premium Air.](#)

Iron Range Resources & Rehabilitation's grants and loans are funded through taxes paid by Minnesota's mining industry. [Email Scott Sundvall](#) or call him at 218-735-3015 for loan information. [Email Chris Ismil](#) or call him at 218-735-3010 for Development Infrastructure grant information.

Bois Forte Native Names Map unveiled



A map laminate with original Anishinaabe names of northeastern Minnesota lakes, rivers, historical trading sites and village locations was developed by Ely Folk School (EFS) in partnership with the Bois Forte Band of Chippewa. The map displays a 100-mile expanse of boreal forest across the Band's territory from Lake Vermilion to Nett Lake and entails 106 original Native

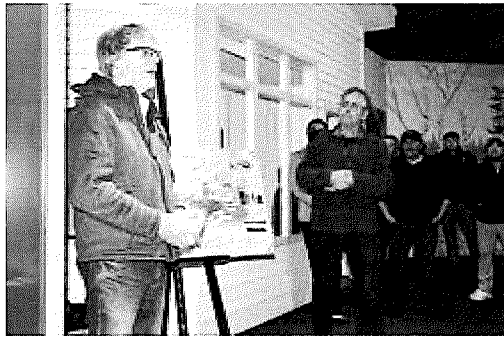
American place names and meanings. Iron Range Resources & Rehabilitation supported the project with a Culture & Tourism grant to EFS to help pay for eventual production of large weatherproof map panels for display at area schools and information kiosks.

The map was unveiled last week at Bois Forte Heritage Center & Cultural Museum near Fortune Bay Resort Casino. The unveiling event took place in conjunction with Native American Heritage Month and Tribal State Relations Training.

The map was designed by Bois Forte artist and band member Louise Isham and crafted on a hand-painted historic template by artisanal map maker Keith Myrmel. The endeavor took place over two years and involved an abundance of research to ensure historical accuracy. The Ojibwe (Anishinaabe) language is primarily oral, so written records of the place names by the Ojibwe people do not exist. Instead the map information was gathered through numerous Ojibwe elders along with diaries of anthropologists and missionaries that are stored in Smithsonian archives.



Included on the map are sidebars with historical information about the Bois Forte Band of Chippewa, their chiefs and traditions. It also includes the migration story that led them here from the eastern seaboard 600 years ago following a dream vision about a place where food abundantly grew on the water. That food was wild rice or "manoomin," which continues as a central source of their physical and spiritual sustenance.



"This map highlights our region's native heritage and Ojibwe ancestors who have lived here for hundreds of years," said Rick Anderson, EFS board member and Bois Forte band member. "The project was a natural extension of the school's mission to serve as a bridge between the region's native and non-native residents."

The map's concept originated from EFS summer programs for crafting traditional Ojibwe

birchbark canoes and group canoe trips to powwows at Ontarios' Lac La Croix village.

"Our canoe trip group learned that the Lac La Croix Village residents had researched and mapped native place names for Quetico Park," said Paul Schurke, EFS board member. "We wondered if something similar could be done for our area, and eventually we found the original names which are very lyrical, descriptive and poetic."



Examples of Ojibwe name meanings:

- Vermilion Lake (Onamuni Zaaga'iganiin) means "lake with red sunset glow."
- City of Tower (Ganisha-Zagiwunkodena) means "town of two outlets."
- Vermilion Dam (Kakidjiwumonk) means "at the falls of the river."



Schurke explained that EFS's long term goal is to expand the map to include all of the Arrowhead region.

Other project partners included Lake Country Power, Arrowhead Regional Arts Council, and class revenue and donations to Ely Folk School. [Learn more about Ely Folk School and the map.](#)

Email [Danae Beaudette](#) or call her at 218-735-3022 for Culture & Tourism grant information.

New splash pad in Chisholm will offer free outdoor recreation to youth and families

A 2,600-square-foot splash pad is scheduled to open next summer in Chisholm's Memorial Park adjacent to the city-owned campground. The water play area will be free to use for people of all ages, offer local residents healthy outdoor recreation and add to the region's quality of life. Iron Range Resources



& Rehabilitation supported the project with a \$30,000 Culture & Tourism grant that helped pay for water features, mechanical equipment and pumps. Total project investment is \$185,000.

The project was led by the Chisholm Kiwanis Club. The Kiwanis celebrated their 100th anniversary in July 2020 and decided to bring the splash pad to the community as a commemorative project.



The groups entered the proposed project into Kiwanis International's "Legacy of Play H2O" contest and won first place which garnered \$50,000 towards the splash pad. The contest was in partnership with Landscape Structures, Inc. and awarded the funds to one Kiwanis club to use towards the purchase of an AquaSmart™ splash pad package.

"From the very beginning, this project has had an immense amount of community support," said Shannon Kishel-Roche of Chisholm Kids PLUS. "The Kiwanis Splash Pad will be an amazing asset for all Chisholm residents and visitors."

Other project partners included Chisholm Chamber of Commerce, Chisholm Community Foundation, Chisholm Kids PLUS, Chisholm Public Utilities Commission, Chisholm City Council, individual volunteers, businesses and community organizations.

Email [Danae Beaudette](mailto:Danae.Beaudette@chisholmkiwanis.org) for Culture & Tourism grant information or call her at 218-735-3022.



Giants Ridge open for the winter sports season



The Giants Ridge winter sports season began Friday, Nov. 25 with the opening of the alpine mountain and a portion of the alpine runs. Giants Ridge continues to make snow and open additional runs and terrain as weather conditions allow. Once the facility is fully open later this month, guests may enjoy alpine and Nordic skiing, freestyle skiing in two terrain parks, snow tubing, fat tire biking and snowshoeing.

Giants Ridge offers ski lessons for all ages. There is a 210-foot SunKid covered conveyor lift with a gallery enclosure located on the beginner area. It is fully lit with multi-color LED lighting and is accessible to kids and adults. A Kids Holiday Camp is available Dec. 27, 28 and 29. Kids ages 7 to 12 enjoy a three-hour lesson each day that focuses on fun, skill development and safety.

Ladies age 18 and over may enjoy the new Ride Like a GRL (Giants Ridge Ladies) program designed to encourage more women to get involved in mountain sports. Personalized coaching and confidence building skills will be led by Mountain Sports Academy Director Heidi Jo and the academy's top female instructors. It will be offered to all levels of skiers three Saturdays each in January and February.

[Learn more about the Giants Ridge Snow Sports Academy, advance registration and program dates and details.](#)



New this winter is an electronic lift ticket scanner at the mountain base. Paper lift tickets with metal wickets and plastic season passes have been replaced with RFID chip-embedded cards that will trigger and open one of the facility's new Axxess gates located at chairlifts.



RFID stands for Radio Frequency Identification Device and consists of a small circuit integrated into lift tickets and season passes. When skiers pass through the lift line, their circuit will register and open an access gate automatically for hands-free and streamlined lift access.

RFID began appearing at America's other ski areas about 10 years ago, providing them more accurate ticket validation and reduced fraud. Giant Ridge expects to also see benefits to customers including safety. The RFID system can provide a record of times and locations of

skiers on the mountain which can help during inclement weather and accidents. The system also helps the ski area determine which runs and trails are the most popular and when, which can help with grooming and maintenance schedules.

[Learn more about the new Giants Ridge RFID ticketing system.](#)

Also new is lighting on the Melbourne alpine ski lift which doubles the number of green runs available for night skiing. The new lighting is part of the facility's multi-phase goal of converting the mountain to energy efficient LED lights that reduces energy costs and provide better coverage for night skiing.



Giants Ridge is owned by Iron Range Resources & Rehabilitation and managed by Guest Services, a hospitality management company in the United States since 1917.

[Learn more about Giants Ridge hours of operation, snow conditions and winter offerings.](#)

The Ranger is a publication of Iron Range Resources & Rehabilitation. Our mission is to invest resources to foster vibrant growth and economic prosperity in northeastern Minnesota.



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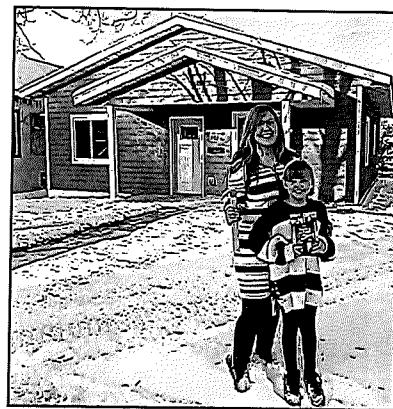
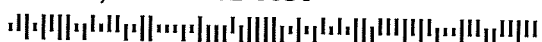
This email was sent to clerk@breitungtownship.org using GovDelivery Communications Cloud on behalf of: Iron Range Resources & Rehabilitation · 4261 Highway 53 South · Eveleth, MN 55734





December 2022

Breitung Township
PO Box 56
Soudan, MN 55782-0056



Felicia and Natalie Busby
Chisholm

Dear Breitung Township,

Where have all the houses gone?

This vital question was discussed at the Northern St. Louis County Housing Summit on November 1. Habitat staff and board members joined housing and redevelopment authorities, chambers of commerce, realtors, politicians, city and county staff, the IRRRB, and prominent businesses to examine the housing shortage in our region. All agreed that deteriorating housing stock, a lack of new homes being built, and the current housing market have critically reduced the availability of homes in our area. Professionals choose not to move here because they cannot find homes to their liking. The lack of workforce housing makes it difficult for employers to recruit and retain employees.

The crisis especially hurts our low-income neighbors who need and lack safe, decent, and affordable homes. Minnesota Housing reports, "While the housing shortage affects even moderate-income Minnesotans, especially those trying to buy single-family homes, the shortage of homes is extremely acute for Minnesotans of low-income households. Rent and home values continue to rise while incomes decline or remain stagnant, putting a modest apartment or homeownership out of reach."

For Felicia Busby, who just moved into her Habitat home, this meant having to stay in an apartment where she was exposed to the elements. "The apartment was completely filled with mold the foundation, floor and ceilings had cracks in every direction, none of the windows sealed, the front and back door didn't seal—you could see right outside. I'm highly allergic to mold, so it was really hard for me and Natalie, my eight-year-old daughter, to be in this situation for the last two years. If it wasn't for Habitat for Humanity I would still be sitting there."

North St. Louis County Habitat for Humanity has had a cumulative impact on our area's homes. Since 1995, 111 families have built and purchased affordable homes in 15 communities across the Iron Range! They no longer need to rely on the strained network of agencies providing housing assistance. We purchase supplies from local businesses, and Habitat homeowners pay \$51,876 annually in property taxes. The most significant impact, though, is seen in the lives of those 111 families, such as Felicia and Natalie.

You can address the housing crisis by donating today to help build five more Habitat homes in 2023. This means five more families will build strength, stability, and self-reliance thanks to you. Your gift will have a far-reaching impact as it helps us build now and as Habitat homeowners pay their affordable mortgages back to our program. We look forward to your generous support.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Thompson".

Nathan Thompson
Executive Director

HABITAT AT A GLANCE

- The Habitat model works because of faithful donors and volunteers.
- Volunteers contribute over 2,500 hours per home to build hope in partner families' lives. In 2022, we partnered with 1,800 volunteers.



The Nowak Family – Hibbing

"To the Habitat for Humanity donors and volunteers, I would like to say thank you!!! Without you, this program would not be possible. For myself, I feel incredibly blessed to be a recipient of such kindness and the willingness of others who so generously give."



The Krulich Family – Virginia

"I have enjoyed the building process and so far, painting has been my favorite part. I am so thankful that there are people in our community that are willing to volunteer and donate. I love seeing the community come together to help in any way they can."

- In 2021, 85.3 cents of every dollar spent went towards building homes.
- Habitat homeowners' monthly mortgage payments are reinvested to build one home per year.
- Partner families must qualify for an affordable mortgage and make a \$1,000 down payment.
- Each partner family invests over 300 hours of "sweat equity."
- The affordable mortgage payment for a Habitat home averages \$550 per month, which includes property taxes and insurance.
- Since 1995, 111 families have been helped in North St. Louis County.
- Habitat will be accepting applications for the 2024 building season in January 2023.

- The families pictured here are in the process of completing their homes!



The Minkle Family – Buhl

"I have learned so much!! How to build an exterior wall and raise it, how-to put-up roof trusses, use an electric saw, cut out windows, install fascia, and build a mold for sidewalks. I'm excited to learn more!"



The Nilsson Family – Buhl

"If it wasn't for you (Habitat volunteers and donors), this would not happen. I would not have this home to go to. I appreciate the volunteers and donors so much. The security of a home is an immense weight of my shoulders. Thank you."



From: Minnesota Association of Townships <info@mntownships.org>
Sent: Thursday, December 8, 2022 6:40 PM
To: clerk@breitungtownship.org
Subject: Application for Grant Funding Announced for Wellness and Fitness



\$500,000 in Grant Funding Announced from Blue Cross Blue Shield Minnesota Statewide Wellness Campaign

Dear Township Officers:

Blue Cross Blue Shield of Minnesota has formed a statewide partnership with National Fitness Campaign (NFC) to launch \$500,000 in grant funding for 10 towns, cities and schools across Minnesota in 2023. Please watch the National Fitness Campaign 3-minute video describing the program: [Campaign Video](#).

As an affiliate partner with NFC, the Minnesota Association of Townships is pleased to provide priority access to application briefings for our members who may be interested in qualifying for funding and partnership. The briefing is a 30-minute Zoom call which will qualify your community for a feasibility study and grant application.

If you would like to receive a briefing to learn more about the program and how to qualify, please fill out the short contact form on the program's official web page: nationalfitnesscampaign.com/minnesota.

GRANT FUNDING NOW AVAILABLE FOR 2023!

To Request Feasibility Study and Qualify for Funding visit
nationalfitnesscampaign.com/minnesota



**BlueCross
BlueShield**
Minnesota



**Minnesota
Association
Townships**

BRING THE GYM

Outside

with the **FITNESS COURT®**



Minnesota Association of Townships | 805 Central Ave East, P.O. Box 267, St. Michael, MN 55376

[Unsubscribe clerk@breitungtownship.org](mailto:clerk@breitungtownship.org)

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Contact**

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15928565

TOWNSHIP OF BREITUNG
CLERK
33 1ST AVE
SOUDAN MN 55782-5000

12/08/2022

Employer Account Number
07991458



NC0W00TDO05878010120

2023 Unemployment Insurance (UI) Tax Rate Determination

Your 2023 UI tax rate: 0.15%

Your UI tax rate is the sum of your *experience rate* and the UI *base tax rate*.

Taxable wages

The first **\$40,000** of wages you pay to each employee is taxed.

Assessments

In addition to your tax, the following assessment(s) will be included in your balance due.

Workforce Development Assessment: **0.10%** of your quarterly taxable wages

How we calculated your UI tax rate

Your **UI tax rate** is calculated according to MN Statute 268.051 using the *experience rating period* 7-1-2018 to 6-30-2022.

*By law, experience rates are capped at 8.90%.

	Benefits charged		Taxable wages		Experience rate*		Base tax rate		Your UI tax rate
Your tax rate factors:	\$318.00	X 1.25 ÷	\$817,848	=	0.05%	+	0.10%	=	0.15%

How much will I pay in 2023?

The amount you pay depends on your taxable wages for the year. You can estimate your taxes by going to www.uimn.org, selecting *Employers & Agents, Wages & Taxes, and then Tax Rates*. Scroll to the bottom of the page to 'Calculating the Total Amount Due'.

Federal Unemployment Tax Act (FUTA) Tax

In addition to your state UI Tax, you pay a FUTA tax annually to the IRS. Your FUTA tax will be greatly reduced if you pay the state UI tax in full and on time. You can view FUTA credit calculations under *Payment Information* in your online account.

Tax rate buydown

You can *buydown* (reduce) some, or all, of the experience rating portion of your UI tax rate. You can do this by making a payment to reduce the benefits paid that are charged to your account. For employers who are increasing their staffing levels, this can be an effective way to manage UI Tax costs. There is a calculator in your account to help you estimate the effect of a *buydown*. The *buydown* option and calculator are only available January through April each year. For more information about the *buydown* option, go to www.uimn.org and select *Employer User Guide*.

Questions?



For additional information go to www.uimn.org



If you have questions, call UI Customer Service at 651-296-6141, option 4.
Available: Monday - Friday, 8:00 a.m. to 4:30 p.m.

Right of appeal

This determination will become final unless an appeal is filed by **Wednesday, December 28, 2022**. If filed online or by fax, the date filed is the date received by the Department. If mailed, the date filed is the postmark date. The internet is the recommended method for filing an appeal. To file an appeal online, log in to your account at www.uimn.org. If filing by fax or mail include a copy of this determination along with a short statement explaining why you are filing the appeal.

Fax: **651-297-5283**
Mail: Unemployment Insurance Program
PO Box 4629
St. Paul, MN 55101-4629

All appeals filed by an agent on behalf of an employer must be filed online. Use of another method of filing by an agent does not constitute an appeal. If the agent does not have access to file the appeal online, the agent must instruct the employer to file the appeal. For more details go to www.uimn.org.



Due Dates for Unemployment Insurance Wage Detail Reports and Payments

This is the only reminder you will receive.

Time Period for Wage Detail	Due Date*
4 th Quarter 2022 (Oct. – Dec.)	January 31, 2023
1 st Quarter 2023 (Jan. – Mar.)	April 30, 2023
2 nd Quarter 2023 (Apr. – June)	July 31, 2023
3 rd Quarter 2023 (July – Sept.)	October 31, 2023
4 th Quarter 2023 (Oct. – Dec.)	January 31, 2024

*If the due date falls on a weekend or legal holiday, the due date is the following business day.

To **avoid late fees**, we must receive your wage detail report and payment on or before the due date.

- If you closed your business or no longer expect to have employees, terminate your account.
- If you do not have employees now, but expect to in the future, submit a *Zero Wage Report* to keep your account active and avoid penalties.

Go online to www.umn.org and select **Employers & Agents** for information about wage detail reporting, free seminars, and other related topics.

Department of Employment and Economic Development
P.O. Box 4629 • Saint Paul, MN 55101 • www.umn.org
651-296-6141 • Fax: 651-297-5283 • Teletypewriter (TTY) users: 1-866-814-1252
To request an alternative format of this information, call the phone number above.
An equal opportunity employer and provider.
DueDatesinsertwithTax Notice122022

Minnesota Pollution Control Agency

Environmental Analysis and Outcomes Division

NOTICE OF HEARING

Proposed Amendments to Rules Governing Water Quality Standards – Use Classification 2, *Minnesota Rules*, chapter 7050; Revisor's ID Number R-04692, OAH docket number 23-9003-37415

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 rules, known as the 2021-2022 Class 2 Use Designation Rule, is to update designated uses for some state waters to improve their restoration and protection. Assigning the appropriate beneficial use is an important first step in the process to assure the goals for each water body are attainable and can be protected.

This notice provides you the opportunity to submit your comments on this rule to the Administrative Law Judge (ALJ) **during the public comment period for this notice which ends at 4:30 p.m. on Friday, February 3, 2023**, orally at the hearing, and in writing after the hearing 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.

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. The hearing will be held on **Thursday, February 16, 2023, starting at 2:00 p.m.** The hearing continues until all parties present are heard. At the beginning of the hearing, the ALJ will give a presentation on the rulemaking process and the MPCA will give a presentation on the proposed rule amendments. Combined, these presentations are expected to take up to one hour, before the ALJ begins taking oral comment at the hearing.

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/minnesota/j.php?MTID=m42ed0870cd466caba99867815d340d66>

Meeting number: 2496 793 9480

Meeting password: XGmgAYFJ522

For audio connection, join the hearing by phone:

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

Access code: 2496 793 9480

Additional information regarding the hearings and the rules being proposed is provided at <https://www.pca.state.mn.us/get-engaged/use-designations-for-some-stream-reaches>. Hearing exhibits will also be posted to this website before the hearing.

All interested or affected persons will have an opportunity to participate by submitting either oral or written data, statements, or arguments. You may submit a statement without appearing at the hearing. Refer to the Comments section for information on submitting statements.

Administrative Law Judge. ALJ Suzanne Todnem will conduct the hearing. Judge Todnem's Legal Assistant, Michelle Severson, can be reached at the OAH, 600 North Robert Street, P.O. Box 64620, St. Paul, Minnesota 55164-0620, telephone 651-361-7874, 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. Minnesota's surface waters are currently assigned, or designated, a number of possible beneficial uses (e.g., drinking water, aquatic life, and recreation such as fishing and swimming) based on which beneficial uses are or should be attained in those waters. Different physical and chemical criteria apply depending on the beneficial uses that need to be protected in each water. The MPCA routinely reviews use designations to ensure that assigned beneficial uses are protective and attainable as defined by the Clean Water Act and Minnesota Rule. As the result of routine monitoring and data generated by the Minnesota Department of Natural Resources trout waters rulemaking, the MPCA has identified waterbodies where the currently designated beneficial use does not accurately reflect an attainable use. The designated beneficial use for each water body must be correct and appropriate because the designated use affects many water quality protection and restoration efforts (e.g., assessment, stressor identification, National Pollutant Discharge Elimination System permitting, and Watershed Restoration and Protection Strategies). The proposed rules update designated uses for some state waters to improve their restoration and protection. Assigning the appropriate beneficial use is an important first step in the process to assure the goals for each water body are attainable and can be protected.

The proposed rules do not change numeric or narrative water quality standards. The proposed rules make updates and corrections to Class 2 (Aquatic Life) beneficial use designations or classifications for streams. These updates fall into two groups: 1) reviewing streams for appropriate classification as cold or warm water habitats; and 2) reviewing streams under the tiered aquatic life use (TALU) framework. The TALU rules are a framework for classifying streams based on the aquatic life each supports or has the potential to support; it assigns streams to one of three tiers: Exceptional Use, General Use, and Modified Use; and builds upon existing water quality standards. Described below are the main parts of the rule amendments the MPCA is proposing. For more information about the proposed rules, please refer to the statement of need and reasonableness (SONAR) which is available as stated below.

1. Minn. R. 7050.0470. The proposed rules update the use designations for 232 stream reaches. The MPCA is updating the use designation tables incorporated by reference in Minn. R. 7050.0470 that list the specific use designations. The proposed changes to update these use designation tables, and a summary table of the Class 2 proposed use designations is available on the MPCA website for this rulemaking at <https://www.pca.state.mn.us/get-engaged/use-designations-for-some-stream-reaches>.
2. Minn. R. 7050.0470. The proposed rules will result in minor revisions to rule language in Minn. R. 7050.0470 and identify the estimated date for adoption of these proposed rules.

Public Comments. You and all interested or affected persons, including representatives of associations and other interested groups, will have multiple opportunities to submit comments. **Under this notice, you have until 4:30 p.m. on Friday, February 3, 2023,** to submit written comment in support of or in opposition to the proposed rules. The ALJ will then also accept your comments orally at the hearing on Thursday, February 16, 2023, and in writing after the hearing before the hearing record closes.

Please submit written comments to the ALJ via the OAH 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 ALJ using the

contact information provided in the ALJ section of this notice. Any comments or materials that you present or submit must relate to the proposed rules.

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

After the comment period, 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 to the ALJ 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://minnesotaoah.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: Mary H. Lynn at the MPCA, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; telephone 651-757-2439, and mary.lynn@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 website for this rulemaking at <https://www.pca.state.mn.us/get-engaged/use-designations-for-some-stream-reaches>. 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 for this rulemaking at <https://www.pca.state.mn.us/get-engaged/use-designations-for-some-stream-reaches>. 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.



Katrina Kessler, Commissioner
Minnesota Pollution Control Agency

November 29, 2022

Date

November 2022 Police Report

Calls for Service (ICRs): 60

Citations:

1 Citation for Driving After Revocation (DAR)

1 Citation for a Misdemeanor Theft charge

1 Formal Complaint Gross Misdemeanor charge for Driving After Cancellation
(Cancelled IPS).

Investigations: 3

Assist other Agencies: 2

Officers assisted Ely PD.

Officers assisted with an apprehension of an adult felon in Cook.

Arrests: 1

1 adult arrest on a warrant.

Hello,

I hope everyone had a great Thanksgiving. There are things that all of us can be thankful for. Deer season came and went, I have heard many negative reports. Hopefully the success rate and health of our deer herd will bounce back. On behalf of myself and the rest of our department I want to give a special thank you to John Juhl for the donation to our department. We are blessed and blown away by the support and appreciation of our community! We are proud to serve our community here.

It was a steady month of calls. We assisted our neighboring agencies and handled the incidents accordingly. This job will be busy at any time of year. The weather is getting colder and winter is here. I want to remind everyone that calendar parking is in effect. Please do not park on the streets when "plowable snow" has fallen. The streets are narrow in places and it is difficult to get around. In the coming weeks, if your vehicle is parked in the removal areas, you may receive a citation and your vehicle may be towed if there is a snow emergency.

December is almost here; Christmas is coming soon. Please stay safe and dress accordingly. Stay safe.

Daniel Reing

Chief of Police

Breitung Police Department

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

November Fire Dept Report

Regular monthly and annual fire dept meeting was held on 11/09/2022

This month's training consisted of Four Gas Monitor, Chimney Fires and our SCBA Quarterly's were completed and that was conducted by our Training Officers.

We had one fire fighter resign due to lack of permanent housing and had to relocate to another area. We were awarded a DNR 50/50 grant and are awaiting approval from the town board. Our snowmobile and rescue sled was put into service.

We received one call for service the month of November. We assisted Tower Fire with an electrical/mechanical issue at the Tower DNR Building.

Our next Annual Fire Meeting will be held January 21st, 2023.

Road and Bridge Report

November 2022 Report

Priming and Painting Hockey Board lumber

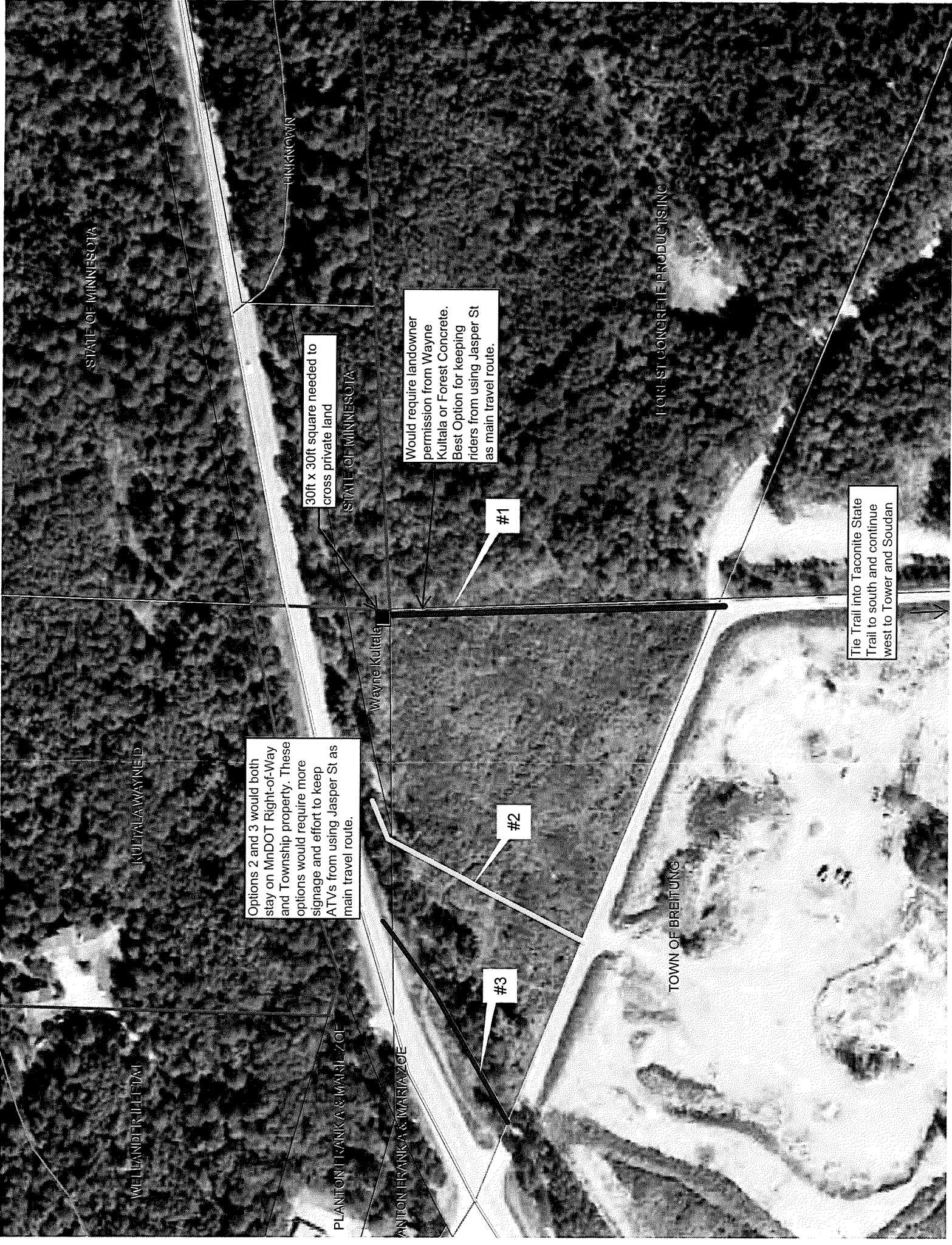
4 Rink Attendants and Maintenance Supervisor attended CPR training provide by the Township

Plowing, Blowing, Moving, Winging snow

December will start flooding hockey rinks, weather dependent

Tom Gorsma

Maintenance Supervisor



STATE OF MINNESOTA

UNKNOWN

30ft x 30ft square needed to cross private land

STATE OF MINNESOTA

Would require landowner permission from Wayne Kultala or Forest Concrete. Best Option for keeping riders from using Jasper St as main travel route.

#1

FOREST CONCRETE PRODUCTS INC

Tie Trail into Taconite State Trail to south and continue west to Tower and Soudan

KULTALA WAYNE RD

Options 2 and 3 would both stay on MnDOT Right-of-Way and Township property. These options would require more signage and effort to keep ATVs from using Jasper St as main travel route.

Wayne Kultala

#2

TOWN OF BREITUNG

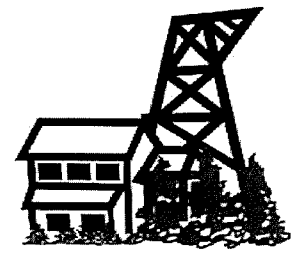
#3

WELLANDER, ILLITA'

PLANTON FRANKA & MARIL ZOE

ANTON FRANKA & MARIL ZOE

TOWNSHIP OF BREITUNG



PO Box 56 | Soudan | MN | 55782

Breitung Township Contract Agreement

Compensation to the Members of Breitung Fire and Rescue Department

This contract is between Breitung Township, through it's Town Board of Supervisors at 33 First Avenue, Soudan, MN 55782 and The Breitung Fire and Rescue Department, a volunteer Fire Department, through its Officers at 33 First Avenue, Soudan, MN 55782.

This contract is to comply with Minnesota Statutes Section 471.88. subs 1,6, and made pursuant to Minnesota Statutes Section 365.181.

Contract Agreement Start Date:

Current Contract Expiration Date:

1. The Breitung Fire and Rescue is to hold its Annual Meeting in January of each year, whereas compensation for its officers is discussed and voted upon for each officer and a recommendation is made to the Town Board of Breitung for compensation to Breitung Fire and Rescue Officers. The Town Board will vote upon the Fire and Rescue recommendation for approval at the Reorganizational Meeting to be held in March of that same year and agrees to pay the approved compensation for services rendered by the Breitung Fire and Rescue Department.
2. At any time should there be an Officer who is to receive compensation, and is also a member of the Town Board, that Officer will abstain from discussion of compensation and will abstain from voting on compensation.

Adopted by the Breitung Town Board on XXXXXX. Supervisors XYZ By vote of

Adopted by the Breitung Fire and Rescue Department on XXX. By vote of

Approved: Chairman

Approved: Fire Chief

Attested: Clerk

Timothy Tomsich-Chairman

Trevor Banks-Chief

Dianna Sundahl - Clerk

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF TOWER AND BREITUNG TOWNSHIP

This agreement, shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of St. Louis, Sixth Judicial District, State of Minnesota. This agreement, made and entered into this 1st day of January, 2022~~2023~~, by and between the Township of Breitung, hereinafter referred to as the "Township," and the City of Tower, hereinafter referred to as the "City", both parties being bodies corporate and politic existing under the laws of the State of Minnesota

WITNESSETH:

Whereas, the City desires the Township to provide law enforcement services for the City pursuant to a written agreement;

Whereas, the Township is agreeable to rendering such services on the terms and conditions hereinafter set forth:

Whereas, such contracts are authorized and provided for by the provision of Minnesota Statutes Section 471.59.

Now, therefore, in consideration of the mutual covenants and promises between the parties hereto, the parties do agree as follows:

1. The Township agrees to provide law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth. Such services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Township Police Department under the laws of the State of Minnesota, and shall also include the enforcement of the City's traffic ordinances. Any other ordinance enforcement requested by the City shall be in writing, an email or text message and will be billed to the City on an Overtime Rate according to Exhibit D. Except as otherwise provided in this agreement, the Township of Breitung will provide coverage with the understanding that the hours regularly spent within the City will vary on a day-to-day basis based on the officer's scheduled shifts within the confines of the 40 hour a week total combined coverage for the Township and the City unless otherwise necessary and approved by a Township Board member. The performance of such services, the standards of performance, discipline of the officers, other matters related to personnel and human resources, and the control and number of personnel shall remain the responsibility of the Township. Both parties will negotiate with one another in good faith to potentially establish a joint powers agreement to manage the Police Department. The Township Police Chief shall provide a monthly written incident/activity report, sent via email to be reviewed at meetings of the Tower City Council. The Township shall provide other information relating to the law enforcement services provided hereunder to the City Council upon request. The City and the Township acknowledge that both parties are

bound by the Minnesota Government Data Practices Act (Minnesota, Statute, Chapter 13).

2. To facilitate the performance of these law enforcement functions, it is hereby agreed by the City that it shall:
 - A. Provide the Township with full cooperation and assistance from the City and the City's Officers, agents, and employees and give full access to any records or data of the City needed in performance of the duties and responsibilities arising under this Agreement.
3. For the purpose of performing said functions, the Township shall furnish and supply all necessary labor, supervision, communication, and dispatching necessary to maintain the level of services to be rendered hereunder. Officers shall remain at all times Township employees, subject to the direction and control of the Township and/or Township designee.
4. Incident/Criminal Investigations will be conducted as deemed appropriate given the seriousness and/or complexity of the situation as well as the associated skill set(s) and technical competencies required. In all cases where the investigatory matter warrants outside resources and a collaborative approach, the Township's Chief Law Enforcement Officer will not hesitate to contact entities such as the St. Louis County Sheriff's Agency, the Bureau of Criminal Apprehension, The Federal Bureau of Investigation, etc., in a timely fashion. The City of Tower may make a request to The Township's Board in writing to direct the Chief Law Enforcement Officer to take such action if deemed necessary and not already taken.
5. The Township agrees to maintain municipal liability insurance in an amount not less than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subdivision 1, as amended. The City shall be added as an additional insured to the Township's municipal liability coverage. The Township shall be added as an additional insured on the municipal liability insurance policy in an amount not less than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subdivision 1, as amended. The Township shall maintain automobile liability coverage on any automobile owned by the Township, which coverage shall be primary. The Township shall maintain worker's compensation coverage on its employees who will be providing services pursuant to this agreement as required by law. The Township agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses including attorney fees, arising out of or resulting from the Township's performance or failure to perform its obligations under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Township or anyone for whose act the Township may be liable. The City agrees to defend and indemnify the Township, and its officers, employees and agents, from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the City's performance or failure to perform its obligations under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the City or anyone for whose acts the City may be liable. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 for some or all of the parties may not be added together to determine the maximum amount of liability for

any party. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any party for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect or duty, or bad faith.

6. The City agrees to pay the Township the sum of ~~sixty-five seventy-six thousand three hundred fifty-one~~ nine hundred ninety two- dollars and ~~sixteen-one~~ cents (\$76,992.01) per year for the performance of all services covered by this agreement. The annual cost shall be divided into ~~12-4~~ payments of five thousand four hundred forty-five dollars and ninety-three cents (\$5445.93)-~~nineteen thousand two hundred forty eight dollars and zero cents (\$19,248.00)~~. The City agrees to pay the ~~monthly~~ quarterly payments to commence on January 1, 2022~~2023~~. Failure to pay by the City within 15 days of the date of the invoice will result in a \$50.00 late fee and interest will accrue beginning on the 30th day of unpaid invoice date at the annual interest rate of 24%.
7. It is understood and agreed by the parties that the City may request increased patrols or law enforcement presence at events or special functions; and that police officers acting on behalf of the City may be required to attend hearings, trials, depositions or otherwise take actions which would be in addition to the hours of service provided for hereunder. The City agrees to pay the Township any costs associated with covering such events or circumstances arising therefrom, which will be billed as specified in Exhibit D and submitted on a monthly basis to the City for payment and must be paid within 30 days of its rendering.
8. It is understood and agreed by the parties that further negotiations may occur to revise, delete, or add to language in this Agreement or to correct the amount paid to reflect actual costs and that any changes made hereafter shall be in writing and attached hereto as an addenda to this Agreement.
9. This agreement shall be effective commencing upon approval and signature of the parties hereto, and shall remain in effect until December 31, ~~2022~~2023, unless notice of termination is given by the parties as provided in Paragraph (10) herein. This Agreement may not be modified or amended except by written agreement signed by all parties to this Agreement. There is to be an Annual Review Process by both parties to begin in October of ~~2022~~2023.
10. Notwithstanding the provisions hereinbefore set forth, either party may terminate this Agreement, with or without cause, upon written notice to the other party not less than (90) calendar days prior to the date of such termination. If the contract runs for less than 1 year, amounts to be prorated. Notice of termination shall be directed to the City Clerk-Treasurer of the City of Tower or to the Town Clerk of the Township of Breitung. In the event that either party fails to perform substantially its obligations pursuant to this Agreement, the other party, upon thirty (30) days written notice directed to the defaulting party, may declare this Agreement breached and may proceed with litigation to recover its damages in law and equity from the breach. The Township reserves the absolute right to terminate in the event of failure to receive reimbursement or payment within 30 days of rendering a bill. The City shall compensate the Township for all services provided pursuant to this Agreement, up to the date of termination, in accordance with Paragraph (6) of this Agreement. In the event of any material breach of this agreement, both parties agree that the party in default shall compensate the other party for all reasonable costs,

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disbursements, expenses, and attorney fees caused by the defaulting party's breach of this Agreement. Upon termination of this Agreement, all parties shall retain any property that party has purchased or acquired in furtherance of this Agreement, unless otherwise mutually agreed, in writing, by all parties to this Agreement. It is further understood that payment and receipt of any fine and/or forfeiture monies resulting from arrests made by the Township Officers within the jurisdictional territory of the City shall be disbursed pursuant to Minnesota State Statute. Except as otherwise provided for herein, it is also understood that any and all court costs and/or attorney's fees or other expenses incurred by the Township for any arrests made within the City will be the responsibility of the City.

11. The Township shall be excused from the performance of any duty or obligation incumbent upon it under this Agreement during any period in which Township shall be prevented from completing or performing such duty or obligation by reason of strikes, walkouts, labor troubles, restrictive governmental laws or regulations, riots, insurrection or war or other reason of like nature not the fault of the Township. If the Township is prevented from performing any such duty or obligation by reason of strikes, walkouts, labor troubles, restrictive governmental laws or regulations, riots, insurrection or war or other reason of like nature not the fault of the Township, the City will not be charged for any non-performance and the Township will prorate any payments made pursuant to the Agreement during the time period the Township is unable to complete the obligation and duties of said Agreement.
12. Authorized Representatives: The Township's authorized representative for all scheduling matters shall be the Chief Law Enforcement Officer of the Township. The City's authorized representative shall be the City Clerk-Treasurer.

In WITNESS WHEREOF, The City of Tower, duly adopted by its governing body on ~~December 27th, 2021~~ ^{December 12th, 2022} has authorized this Agreement to be signed by its Mayor and attested to by its City Clerk-Treasurer; and the Township, duly adopted by its Board of Supervisors on ~~December 23rd, 2021~~ ^{December 1st, 2022}, has authorized the signing of this Agreement.

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CITY OF TOWER

TOWNSHIP OF BREITUNG

By: _____
Mayor David Setterberg

By: _____
Chairman Timothy Tomsich

By: _____
City Clerk-Treasurer Michael Schultz

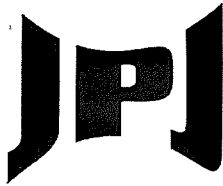
By: _____
Supervisor Charles Tekautz

By: _____
Supervisor Gregory Dostert

By: _____
Clerk, Dianna Sundahl

2022 Costs 2.5% increase from 2021	
Salary, Benefits, Expenses	\$ 130,104.41
State Aid-received in 2021	\$ (18,902.07)
Total	\$ 111,202.34
Total/2	\$ 55,601.17
Vehicle Reserve	\$ 5,000.00
Total/2	\$ 2,500.00
Sick/Vacation	\$ 6,500.00
Total/2	\$ 3,250.00
Administrative Costs	\$ 4,000.00
Tower Total Yearly Costs	\$ 65,351.17
Monthly Cost for 2022	\$ 5,445.93

Wages	Time	2022 Pay Rate	Medicare @ 1.45%	PERA @ 17.7%	Unemployment @.2%	Workers Comp @ 7.5%	Total Bill/Hr
Police Chief	Regular	\$ 28.56	\$ 0.41	\$ 5.06	\$ 0.06	\$ 2.14	\$ 36.23
	OT X 1.5	\$ 42.84	\$ 0.62	\$ 7.58	\$ 0.09	\$ 3.21	\$ 54.34
	OT X2	\$ 57.12	\$ 0.83	\$ 10.11	\$ 0.11	\$ 4.28	\$ 72.46
	Regular	\$ 23.00	\$ 0.33	\$ 4.07	\$ 0.05	\$ 1.73	\$ 29.18
	OT 1.5	\$ 33.00	\$ 0.48	\$ 5.84	\$ 0.07	\$ 2.48	\$ 41.86
P/T Officers	OT X2	\$ 44.00	\$ 0.64	\$ 7.79	\$ 0.09	\$ 3.30	\$ 55.81



Engineering

Land Surveying

Site Development

December 8, 2022

The Honorable Tim Tomsich
Chairman, Breitung Township
P.O. Box 56
Soudan, MN 55782

**Re: Force Main Improvements
Project No. 21-847**

Dear Chairman Tomsich:

Enclosed is Partial Payment Estimate No. 1 for the Force Main Improvements project. We recommend payment of \$106,329.13 to 2EZ, Inc. dba Jola & Sopp Excavating, P.O. Box 566, Eveleth, MN 55734.

After your review and approval, please sign and date the partial payment estimate, and return a copy to our office.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

JPJ Engineering, Inc.

A handwritten signature in black ink that reads 'John P. Jamnick'. The signature is written in a cursive, flowing style.

John P. Jamnick, P.E.

JPJ/dj

Enclosure

PARTIAL PAYMENT ESTIMATE

PROJECT: Force Main Improvements		PROJECT NO.: 21-847	DATE: December 2, 2022 PAY ESTIMATE NO.: 1 PAGE 1 OF 3
OWNER: Breitung Township P.O. Box 56 Soudan, MN 55782		CONTRACTOR: 2 EZ, Inc. dba Jola & Sopp Excavating P.O. Box 566 Eveleth, MN 55734	
PERIOD OF ESTIMATE FROM: November 1, 2022 TO: November 18, 2022			

CONTRACT CHANGE ORDER SUMMARY			ESTIMATE
No.	Amount		
	Additions	Deductions	
CO #1	\$21,800.00		1. Original Contract \$377,780.00
			2. Change Orders \$21,800.00
			3. Revised Contract (1+2) \$399,580.00
			4. Work Completed* \$0.00
			5. Stored Materials \$111,925.40
			6. Subtotal (4+5) \$111,925.40
			7. Retainage 5% (\$5,596.27)
			8. Previous Payments \$0.00
TOTALS	\$21,800.00		9. Amount Due (6-7-8) \$106,329.13
NET CHANGE	\$21,800.00		*Detailed breakdown attached

CONTRACT TIME		
Original (days):	On Schedule	Starting Date: July 7, 2022
Revised:	<input checked="" type="checkbox"/> Yes	Substantial Completion: December 1, 2022
	<input type="checkbox"/> No	Projected Completion: June 15, 2023

CONTRACTOR'S CERTIFICATION:
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: 2 EZ, Inc. dba Jola & Sopp Excavating

By Jerry Monger

Date 12/7/2022

ENGINEER'S CERTIFICATION:
 The undersigned certifies that to the best of their knowledge and belief and to the extent of their assigned Contract responsibilities, the quantities shown in this estimate are correct and that the work has been performed in accordance with the Contract Documents.

Engineer: JRJ Engineering, Inc.

By [Signature]

Date 12/2/22

APPROVED BY OWNER:

Owner: Breitung Township

By _____

Date _____

PAY ESTIMATE NO. 1

DATE: December 2, 2022

OWNER: Breitung Township

PROJECT: Force Main Improvements

CONTRACTOR: 2 EZ dba Jola & Sopp Excavating, P.O. Box 566, Eveleth, MN 55734

BASE BID - FORCE MAIN

ITEM NO.	DESCRIPTION	QUAN. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2104	REMOVE SANITARY SEWER	380	L.F.	\$3.00	0	\$0.00	0	\$0.00
2104	RMV BIT PAVEMENT	350	S.Y.	\$4.00	0	\$0.00	0	\$0.00
2104	RMV SANITARY MANHOLE	5	EACH	\$560.00	0	\$0.00	0	\$0.00
2104	SAWING BIT PAVEMENT	800	L.F.	\$4.00	0	\$0.00	0	\$0.00
2104	REMOVE / REPLACE CURB & GUTTER	30	L.F.	\$43.00	0	\$0.00	0	\$0.00
2105	COMMON EXCAVATION	400	C.Y.	\$18.00	0	\$0.00	0	\$0.00
2105	SELECT GRAN BORROW (CV)	150	C.Y.	\$35.00	0	\$0.00	0	\$0.00
2211	AGG BASE, CLASS 5 (CV)	250	C.Y.	\$38.00	0	\$0.00	0	\$0.00
2360	TYPE SP WEARING COURSE	180	TON	\$160.00	0	\$0.00	0	\$0.00
2360	TYPE SP NON-WEAR COURSE	180	TON	\$160.00	0	\$0.00	0	\$0.00
2573	SILT FENCE, MACHINE SLICED	360	L.F.	\$5.00	0	\$0.00	0	\$0.00
2575	SEEDING	1	ACRE	\$6,100.00	0	\$0.00	0	\$0.00
2621	8" PVC SAN SEWER (C-900)	340	L.F.	\$265.00	0	\$0.00	0	\$0.00
2621	10" PVC SANITARY SEWER	100	L.F.	\$275.00	0	\$0.00	0	\$0.00
2621	8" GATE VALVES	2	EACH	\$4,600.00	0	\$0.00	0	\$0.00
2621	10" GATE VALVE	1	EACH	\$8,600.00	0	\$0.00	0	\$0.00
2621	AIR RELIEF VALVES	7	EACH	\$9,000.00	0	\$0.00	0	\$0.00
2621	CON TO EX SAN SEWER	36	EACH	\$1,600.00	0	\$0.00	0	\$0.00
2625	PIPE INSULATION	100	S.Y.	\$90.00	0	\$0.00	0	\$0.00

TOTAL WORK COMPLETED THIS PERIOD - Base Bid - Force Main..... \$0.00

TOTAL WORK COMPLETED TO DATE - Base Bid - Force Main..... \$0.00

ADD ALTERNATE - LIFT STATION IMPROVEMENTS

ITEM NO.	DESCRIPTION	QUAN. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2104	REMOVE LIFT STATION COVER	1	L.S.	\$750.00	0	\$0.00	0	\$0.00
2104	REMOVE POWER POLE	1	L.S.	\$750.00	0	\$0.00	0	\$0.00
2506	RECONSTRUCT LIFT STATION COVER	1	L.S.	\$14,000.00	0	\$0.00	0	\$0.00

TOTAL WORK COMPLETED THIS PERIOD - Add Alternate - Lift Station Imp... \$0.00

TOTAL WORK COMPLETED TO DATE - Add Alternate - Lift Station Imp..... \$0.00

TOTAL WORK COMPLETED THIS PERIOD

Base Bid - Force Main + Add Alternate - Lift Station Improvements..... \$0.00

TOTAL WORK COMPLETED TO DATE

Base Bid - Force Main + Add Alternate - Lift Station Improvements..... \$0.00

CONTRACTOR'S ESTIMATE - MATERIALS ON SITE

DATE: December 2, 2022
OWNER: Breitung Township
PROJECT: Force Main Improvements
CONTRACTOR: 2EZ, Inc. dba Jola & Sopp Excavating, Inc., P.O. Box 566, Eveleth, MN 55734
PARTIAL PAY ESTIMATE NO.: 1

MATERIALS ON SITE

ITEM	DESCRIPTION	QUAN. PURCHASED	UNIT	UNIT PRICE	QUANTITY INSTALLED THIS PERIOD	AMOUNT INSTALLED THIS PERIOD	QUANTITY ON SITE	AMOUNT REMAINS
2621	AIR RELEASE VALVES	7	EACH	\$4,252.36	0	\$0.00	7	\$29,766.54
2621	PVC SANITARY SEWER PIPE, GATE VALVES & MISC. ITEMS	1	L.S.	\$82,158.86	0	\$0.00	1	\$82,158.86
TOTAL MATERIALS STORED ON SITE:						\$0.00		\$111,925.40



DUPLICATE

INVOICE

1830 Craig Park Court

St. Louis, MO 63146

JOLA & SOPP 2EZ INC
7924 PINE DR
EVELETH MN 55734 4025

Invoice # R197918
Invoice Date 9/30/22
Account # 252815
Sales Rep MITCH ENTZMINGER
Phone # 763-428-7473
Branch #243 St Michael, MN
Total Amount Due \$29,766.54

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

Shipped To:
7669 HIGHWAY 135
PATRICK 218-750-0391
VIRGINIA, MN

CUSTOMER JOB- FORCE BREITUNG TOWNSH

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/11/22	9/22/22	SEE BELOW	BREITUNG TOWNSH	FORCE		CH ROBINSON LTL	R197918

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CUSTOMER PO#- SOUDAN/BREITUNG FM SEW

CORE & MAIN PO#- 0937844

/80017041783	2" X 1" COMBINATION AIR VALVE IN LIEU OF /80017019611 BID SEQ# 410	7	7	3923.75000	EA	27,466.25
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Freight	Delivery	Handling	Restock	Misc
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Subtotal:	27,466.25
Other:	.00
Tax:	2,300.29

Terms: NET 30

Ordered By: JERRY

Invoice Total: \$29,766.54

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R104258
Invoice Date 11/08/22
Account # 252815
Sales Rep MITCH ENTZMINGER
Phone # 763-428-7473
Branch #243 St Michael, MN
Total Amount Due \$82,158.86

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

JOLA & SOPP 2EZ INC
7924 PINE DR
EVELETH MN 55734 4025

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Shipped To:
5563 Hoodoo Point Rd
PATRICK 218-750-0391
Soudan, MN

CUSTOMER JOB- FORCE BREITUNG TOWNSH

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/23/22	11/07/22	SOUDAN	BREITUNG TOWNSH	FORCE		BLACKDOG ALLOW	R104258

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
020814W	8 PVC C900 DR14 PIPE (G) 20' PC305 BID SEQ# 10	340	340		34.65000 FT		11,781.00
021014W	10 C900 DR14 PVC PIPE (G) 20' PC305 BID SEQ# 20	100	100		52.83000 FT		5,283.00
9612DBWIREG	12GA HS DIRECT BURY WIRE-GREEN 500' PE30 JACKET BID SEQ# 30	500	500		.26000 FT		130.00
21T082ME	8 MJ 22-1/2 C153 EPXY USA BID SEQ# 50	3	3		247.99000 EA		743.97
21T084ME	8 MJ 45 C153 EPXY USA BID SEQ# 60	1	1		253.71000 EA		253.71
21T08T040ME	8X4 MJ TEE C153 EPXY USA BID SEQ# 70	1	1		330.02000 EA		330.02
21T08S112E	8 MJ L/P SLV C153 EPXY USA BID SEQ# 80	28	28		253.71000 EA		7,103.86
21T109ME	10 MJ 90 C153 EPXY USA BID SEQ# 90	1	1		529.37000 EA		529.37
21T10S112E	10 MJ L/P SLV C153 EPXY USA BID SEQ# 100	10	10		363.41000 EA		3,634.10
21T04P20TE	4X2 MJ TAPT PLUG C153 EPXY USA BID SEQ# 110	1	1		121.14000 EA		121.14
21AMF808RGPVCD	8" RG-PVC-D PVC ROMAGRIP ONLY PVC PIPE RESTRAINT FITS IPS AND C900 OD BID SEQ# 120	70	70		84.26000 EA		5,898.20



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R104258
Invoice Date 11/08/22
Account # 252815
Sales Rep MITCH ENTZMINGER
Phone # 763-428-7473
Branch #243 St Michael, MN
Total Amount Due \$82,158.86

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

JOLA & SOPP 2EZ INC
7924 PINE DR
EVELETH MN 55734 4025

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00000

Shipped To:
5563 Hoodoo Point Rd
PATRICK 218-750-0391
Soudan, MN

CUSTOMER JOB- FORCE BREITUNG TOWNSH

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer	PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/23/22	11/07/22	SOUDAN		BREITUNG TOWNSH	FORCE		BLACKDOG ALLOW	R104258

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21AMF8104010USA	10 4010D PVC STARGRIP DOMESTIC RESTRAINT	22	22		160.96000	EA	3,541.12
21AMG104	4 MJ REGULAR GASKET F/DI BID SEQ# 140	1	1		9.50000	EA	9.50
21AMG108	8 MJ REGULAR GASKET F/DI BID SEQ# 150	70	70		10.35000	EA	724.50
21AMG110	10 MJ REGULAR GASKET F/DI BID SEQ# 160	22	22		14.26000	EA	313.72
21TAMB10735304USA	3/4X3-1/2 304SS T-HEAD B&N USA BID SEQ# 170	424	424		28.79000	EA	12,206.96
21TAMB10740304USA	3/4X4 304SS T-HEAD B&N USA BID SEQ# 180	176	176		30.86000	EA	5,431.36
24AFGFST08	8 FLG FF SEALTITE GASKET STF08 BID SEQ# 220	6	6		8.90000	EA	53.40
24FBP0608SSUSA	6-8 304SS BOLT & NUT KIT USA BID SEQ# 230	1	1		154.29000	EA	154.29
24T08T080FPR	8 FLG TEE C110 PR USA BID SEQ# 290	5	5		1152.20000	EA	5,761.00
24T10T100FPR	10 FLG TEE C110 PR USA BID SEQ# 300	2	2		1813.20000	EA	3,626.40
24T08FB20PR	8X2 TAPT BLIND FLG DI PR USA BID SEQ# 310	5	5		245.14000	EA	1,225.70
24T10FB20PR	10X2 TAPT BLIND FLG DI PR USA IN LIEU OF /20C17019610 BID SEQ# 320	2	2		397.76000	EA	795.52
24AFGFST10	10 FLG FF SEALTITE GASK STF10 BID SEQ# 330	2	2		14.55000	EA	29.10



INVOICE

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St. Louis, MO 63146

Invoice # R104258
Invoice Date 11/08/22
Account # 252815
Sales Rep MITCH ENTZMINGER
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JOLA & SOPP 2EZ INC
7924 PINE DR
EVELETH MN 55734 4025

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Shipped To:
5563 Hoodoo Point Rd
PATRICK 218-750-0391
Soudan, MN

CUSTOMER JOB- FORCE BREITUNG TOWNSH

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/23/22	11/07/22	SOUDAN	BREITUNG TOWNSH	FORCE		BLACKDOG ALLOW	R104258

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
24FBP0608SSUSA	6-8 304SS BOLT & NUT KIT USA BID SEQ# 340	5	5		154.29000	EA	771.45
24FBP1012SSUSA	10-12 304SS BOLT & NUT KIT USA BID SEQ# 370	2	2		472.12000	EA	944.24
3020N030I	2X3 BRASS NIPPLE NO LEAD (I) BID SEQ# 400	7	7		23.08000	EA	161.56
96ANTISZ12A	ANTI-SEIZE COMPOUND ASL-12OZ BID SEQ# 480	2	2		30.52000	EA	61.04
5108FF	8 FLG RW GATE VLV OL	2	2		1995.05000	EA	3,990.10
5110FF	10 FLG RW GATE VLV OL	1	1		3168.76000	EA	3,168.76
6590220	DRYCONN 90220 DIRECT BURY LUG 3 WAY CONNECTOR BLUE	5	5		10.05000	EA	50.25

Freight Delivery Handling Restock Misc

Subtotal: 78,828.36
Other: .00
Tax: 3,330.50

Terms: NET 30

Ordered By: PATRICK 218-750-0391

Invoice Total: \$82,158.86

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

TOWNSHIP OF BREITUNG

Nov-22

GENERAL	100,343.59
ROAD & BRIDGE	132,784.64
FIRE	60,619.55
PARK	57,346.75
RECREATION	11,593.95
POLICE	91,798.71
PROJECTS	(24,124.18)
WATER DEPT	55,758.66
ARPA	0.00
TOTALS	486,121.67

**Breitung Township
Equipment Replacement Fund**

	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Beginning Balance	\$494,403	\$412,903	\$476,536	\$501,658	\$510,058	\$54,136	\$169,635	\$236,335	\$177,335	\$218,335	\$269,335	\$210,335	\$251,335	\$307,335	\$373,335	\$152,858
Contribution June	25,000	25,000	17,200			25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Contribution Dec	25,000	25,000				25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Surface building lease	30,000	30,000	24,922													
Fire Department @ \$500/month	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Police Dept @ \$200/mo. (ended Mar)	1,200	2,400	2,400	2,400	2,400	800										
Rehab payments (total = 362,422)						58,899	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	23,523	

Expenditures

1) 2013 Ford Truck																
2) John Deere Tractor/Mower			17,000						50,000							
3) 2015 John Deere Loader	154,000	16,367														
4) 1988 CAT Grader & repairs	7,500									20,000				25,000		
5) 2010 Int'l Truck & Plow								150,000								
6) 1991 Chevy Brush Truck - Fire					101,900											
7) 1998 Ford F550 Tender/Pumper - Fire										150,000					300,000	
8) 2008 Peterbilt Pumper - Fire																
9) Fire boat modifications & replace engines										20,000			20,000	15,000		
10) Zero turn mower					362,422											
11) Building Rehab loan							24,300									
12) 2021 GMC pickup																
Ending Balance	\$412,903	\$476,536	\$501,658	\$510,058	\$54,136	\$169,635	\$236,335	\$177,335	\$218,335	\$269,335	\$210,335	\$251,335	\$307,335	\$373,335	\$152,858	\$208,858

TOWNSHIP OF BREITUNG
RESOLUTION NO. 2022-34

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG

**RESOLUTION SUPPORTING GRANT APPLICATION TO THE MN DNR
FOR Wildland Personal Protective Gear**

WHEREAS THE authorizing authority approves of the attached application FOR THE VFA Grant Program. The application is to purchase 6 complete sets of wildland PPE for six new firefighters that currently do not have any Wildland Personal Protective Gear.

WHEREAS THE authorizing authority agrees to accept funding for the PPE if approved by the DNR.

WHEREAS, Breitung Township recognizes that it has must provide a fifty percent (50%) cash match and has secured matching funds

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

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution NO. 2022-34 was declared duly passed and adopted this 20th day of December 2022.

Timothy Tomsich – Chairman

Dianna Sunsdahl – Clerk

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 ("State") and BREITUNG TWP FIRE DEPT, PO BOX 56, SOUDAN, MN 55782- ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.085 authorizes the Commissioner of Natural Resources, on behalf of the State, to accept and use grants of money for the United States or other grantors for conservation purposes not inconsistent with the laws of this state and in accordance with the purposes of the grant and applicable Federal and State laws and authorizes the Commissioner to make sub-grants of any money received to other agencies, units of local government, and private nonprofit corporations; and Minn. Stat. 88.067, as amended in Laws of Minnesota 2000, Chapter 231, Section 113, may make grants for procurement of fire suppression equipment and training of fire departments in techniques of fire control. The commissioner may require a local match for any grant. Grantee is a governmental unit and or is a fire fighting entity located in a rural area; and the State is empowered to enter into this grant.
2. The State is in need of fire department assistance to suppress wildland fires.
3. 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.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date:** This agreement becomes effective on August 15, 2022, or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statutes Section 16B.98, subdivision 5. Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration Date:** Work on this project must be completed on or before June 1, 2023. The State is to be invoiced on or before June 15, 2023, or the contract will be canceled without further notification.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements
- 1.4 **Incur Expenses:** Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after August 15, 2022 are eligible for reimbursement. This agreement becomes effective on August 15, 2022, or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

Grantee shall submit payment requests with required expenditure documentation. If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case-by-case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

- 4.2.1. **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. 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 upon completion by June 15, 2023.
- 4.2.2. **Federal funds.** Payments under this grant contract will be made from federal funds obtained by the State through the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, CFDA number 10.664. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.
- 4.2.3. **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.

5 Conditions of Payment

All services provided by the Grantee under this grant agreement 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 Tim Oland, Rural Fire Programs Coordinator, DNR Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744, 218-322-2688, 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 the Fire Chief at (218) 780-9507. 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 Agreement Complete

- 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant agreement 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 agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

11.2. Intellectual Property Rights

Intellectual Property Rights Not Applicable.

11.2.1. Obligations.

- (A) *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- (B) *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §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.

13 Publicity and Endorsement

13.1. *Publicity.* Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State'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.

13.2. *Endorsement.* The Grantee must not claim that the State endorses its products or services, and the Grantee must adhere to the terms of 2 CFR 200.315.

14 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.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16B.98.

Signed: Shelly Greniger

Date: 11/9/2022

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). 220910/220927

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: Jim Lamb By: _____

Title: CHIEF

Date: 12/16/22

Title: _____

Date: _____

Distribution:

Agency

Grantee BREITUNG TWP FIRE DEPT

State's Authorized Representative - Photo Copy

RURAL FIRE DEPARTMENT VOLUNTEER FIRE ASSISTANCE (VFA) MATCHING GRANT PROJECT PROPOSAL

Complete Mail or email to: VFAGrants.dnr@state.mn.us

RECEIVED

By Shelly Greniger at 2:30 pm, Jun 30, 2022

APPROVED

By Shelly Greniger at 1:36 pm, Jul 05, 2022

Rural Fire Grant Project Proposal
MN Interagency Fire Center
402 SE 11th Street
Grand Rapids, Minnesota 55744

➔ POSTMARKED NO LATER THAN.....July 1, 2022

Fire Department: <u>BREITUNG FIRE & RESCUE</u>	Name & Title of person filling out form: <u>TREVOR BANKS - FIRE CHIEF</u>
Official FD Mailing Address: <u>P.O. BOX 337</u>	Telephone: Day: _____ Cell: <u>218-780-9507</u> Fire Hall: <u>218-753-6020</u>
City, State, Zip: <u>SOUNDAN, MN 55782</u>	FD e-mail: <u>fire@breitungtownship.org</u>

1. Population directly benefiting from the project: 600 FULL TIME PLUS 500 SEASONAL
2. Fire Department's protection area (square miles): 40 SQUARE MILES
(Excluding Mutual Aid Area)
3. Number of fire incidents for the previous year: wildland 2 structural 8 other 24
4. Fill in the estimated total cost of the project(s) and the Grand total the dollar amount requested.

\$ <u>5,500</u>	Wildland Personal Protective Equipment	\$	Structural Turnout Gear
\$	Excess Property Equipment Conversion	\$	Radios/Pagers
\$	Wildland Equipment	\$	Breathing Apparatus
\$	Water Movement Items	\$ <u>500</u>	Safety Equipment <u>HELMET LIGHTS</u>
\$	Other Miscellaneous Projects (Describe)	\$	Water Storage System
<u>SIX COMPLETE SETS OF WILDLAND PPE FOR SIX NEW FIRE FIGHTERS THAT DON'T HAVE ANY GEAR.</u>			

Grand Total Dollars Requested \$ 6,000

Fire Department Chief's Signature:  Date: 6/22/22

OFFICE USE ONLY:	
GRANT APPROVED UP TO \$ _____	PRIORITY IS FOR _____
APPROVAL/DATE: _____	CONTRACT NUMBER _____
Modified Project: _____	Approval/date: _____

Exhibit A