

Township of Breitung Agenda-Regular Board Meeting

Township of Breitung Regular Board Meeting 11/30/2023

Breitung Community Center 12:00pm

- Call the meeting to order/Roll Call
- Acceptance of Agenda
- Approval of Minutes
 - 10/26/23 Regular Board Meeting
 - 11/16/23 Special Board Meeting
- Approval of October 2023 Treasurer's Report
 - Checks Written 48128-48214
 - Total Disbursements-\$440,333.49
 - Fund Balance-\$380,698.90
 - Voided Checks-None
- Correspondence
 - MAT-*November Newsletter, Annual Conference, CDL Requirements
 - IRRR-*November 8th Ranger, November 16th Ranger
 - St. Louis County-*Opioid Settlement
 - North St Louis SWCD Open House
 - Vermilion Watershed-Planning
 - MN Rural Water
 - MN Pollution Control
 - LMC-Premium Rates
 - State of MN-Mn DOT 20 Year Plan
 - Northwoods Partners
- 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

- Scott Lilya-Puncher Point Property

- Police Department
 - Hiring of PT Police Officer-Isaac Karolczak-Update
 - Swearing in of New Officer
- Township Road Improvement Project (Thompson Farm Rd)-Update
 - SPRA-State Park Road Account
 - LRIP-Local Road Improvement
- Stuntz Bay-County Bid Approval
- Infrastructure Projects
 - 2022 Project-Extension of IRRR Grant
 - 2023 Project-IRRR Meeting on grant Dec 6th, 2023
- 2024 CDBG Grant-Center St Project
- PFA Loan-Updates
- Sale of Gravel and Delivery from Breitung Gravel Pit
- Breitung to Tower Trail Loop
- McKinley Park Roof Estimates
- Soudan Park Recreation Grant

New Business

- Pay Bills as presented
- TSHS-Request to use copier
- McKinley Park Manager Contract
- McKinley Park Rates for 2024
- Police Contract with the City of Tower
- Resignation of Fire Department member Matt Tomsich
- Fund Transfers
- Certificate of Deposit
- Approve Partial Payment
 - Project 20-741 McKinley Park Trail-\$8,573.46 to Mesabi Bit
 - Project 22-003 2022 Infrastructure-\$3451.36 to JPJ Engineering
 - Project 21-923 Stuntz Bay Road-\$1377.50 to JPJ Engineering
 - Project 20-741 McKinley Park Trail-\$1020.76 to JPJ Engineering
- Resolutions
 - 2023 #30-Accepting Donations

Next Regular Board Meeting-Thursday, December 21st, 2023 @ 12Noon Breitung Community Center

Adjourn

Township of Breitung Regular Board Meeting 10-26-23 at 12:00pm. In Person Meeting at the Breitung Community Center

Present In Person:

Board Members: Chairman Tim Tomsich, Supervisor Chuck Tekautz, Supervisor Matt Tuchel, Clerk Dianna Sundahl, Treasurer Jorgine Gornick, Deputy Clerk Renee Pearson

Public: Daniel Reing-Police Chief, Stephanie Ukkola-Timberjay, Tom Gorsma-Maintenance Supervisor, John Jamnick JPJ Engineering, Susie Chiabotti, Park Manager (left @ 1:20pm), Terry Carlson-Tower News

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

Acceptance of Agenda

Motion by Supervisor Tuchel to accept the agenda as presented

2nd by Supervisor Tekautz

Motion Passed 3-0

Approval of Minutes

Motion by Supervisor Tuchel to approve the minutes of the 09/28/23 Regular Board Meeting Minutes and 10/10/23 Special Board Meeting as presented

2nd by Supervisor Tekautz

Motion passed 3-0

Approval of Treasurers Report

Motion by Supervisor Tuchel to approve the September 2023 Treasurers Report as presented

2nd by Supervisor Tekautz

Motion passed 3-0

Correspondence

- MAT-*September & October Newsletter *Conference *By Law Changes
- PERA-*Fall Newsletter*Legislative Update
- IRRR-*October 4th & 25th Newsletter*October 17th Board Meeting Recap
- St. Louis County-*Department Reorg*
- 2023 T-S Little League
- State of MN-*Board of Peace Officers*20 Year Highway Investment Plan*Pollution Control Ideas*Forestry Funding*

Public Input

None

Reports

- Police-See Attached
- Fire-See Attached

- Road and Bridge-See Attached
- McKinley Park-Park Manager in to give report. Total Revenue up over 15k. Seasonal, Monthly, Weekly, showers, washer/dryer revenue increased. Daily Rentals and Boat Launch revenue down. Expenses for electricity, fuel and supplies are up, garbage down.
- Recreation-New Bench at the Rink installed
- Wastewater Board-Water Plant went out to bid, received only 1 bid for 9.3M, 3.8M shortfall. Waiting on advice from engineer in regards to going out to bid again.
- Ambulance Commission-Supervisor Tuchel attended meeting October 5th, the Commission has no interest in the operations of the department, only Ambulance Replacement. The City of Tower has put 25k into the Ambulance Dept so far this year. 2024 Ambulance vehicle replacement aid Agreement is currently being drafted. New ambulance will be arriving by the end of they year with a 50k shortfall which will be paid for with 2024 funds. Senator Grant Hauschild held an EMS round table here at Breitung Community Center last week with several local and surrounding area EMS in attendance. Discussion around a taxing District but will be an uphill challenge. Supervisor Tuchel would like to ensure that Townships and local government bodies have a say in that process. Per capita vs per parcel seems to be a more likely choice.

Motion by Supervisor Tekautz to accept reports as presented

2nd by Supervisor Tuchel

Motion passed 3-0

Old Business:

Sale of Land in Parcel 270-0110-02910

- Sealed Bids-2 sealed bids received for the 150' X 25' portion of the property in the above stated parcel Terry Driscoll submitted a bid for \$600, Lucas Poderzay submitted a bid for \$1550. Discussion by the Board that the portion of Township property is currently being used by Wellander to access property and there may be some other public use in the future for the township property. No sale agreement necessary due to bids being rejected

Motion by Supervisor Tekautz to reject both sealed bids as the land is needed for public purpose

2nd by Supervisor Tuchel

Motion passed 3-0

- Resolution 2023 #26-Sale of Land

Motion by Supervisor Tuchel to reject Resolution 2023 #26 Sale of Land due to bids being rejected

2nd by Supervisor Tekautz

Motion passed 3-0

Infrastructure Projects

- Resolution 2023 #29-Make Application and Accept funds from St. Louis County CDBG Funds being requested for the Center St. Project

Motion by Supervisor Tuchel to accept Resolution 2023 #29 as presented

2nd by Supervisor Tuchel

Motion passed 3-0

PFA Loan-PFA loan and documents still being worked on, Real Property Declaration Waiver Request to be submitted that the Township cannot sell its property that work was done on

Motion by Supervisor Tuchel to submit Waiver and map that was completed by JPJ Engineering

2nd by Supervisor Tekautz

Motion passed 3-0

Outdoor Recreation Project-McKinley Park

- McKinley Park-Because original bid for equipment was over \$31k, 2 more bids were requested which came from Gametime Products at \$34k and \$39k.

Motion by Supervisor Tuchel to accept McKinley Park playground equipment bid from Flagship

2nd by Supervisor Tekautz

Motion passed 3-0

Police Department Updates

- Hiring of New P/T Applicant-Chief Reing received an application from Isaac Karolczak. Chief Reing has reviewed application, talked with applicant, Supervisor Tuchel reached out to reference, eligible for his license and has passed POST requirements. Background, Psych Evaluation and Physical are next steps in the process.

Motion by Supervisor Tekautz to move forward with the process of potentially hiring the applicant

2nd by Supervisor Tuchel

Motion passed 3-0

Township Road Improvement Project-Discussion that updated Construction Costs came in at \$633,200 but total costs with prework comes in at \$646,000. Need different maps from JPJ for submission for funding. Discussion with JPJ to keep new road all on Township Property instead of the original plan of sharing road with Lustek, keeps cost down. Consensus by the Board that this approach is better, JPJ to update plans.

- Resolution 2023 #27-Make Application and Accept funds from the State of MN LRIP

Motion by Supervisor Tuchel to accept Resolution 2023 #27 as presented

2nd by Supervisor Tekautz

Motion passed 3-0

- Resolution 2023 #28-Make Application and Accept funds from the SPRA-Discussion around scoring of the project, if the township asks for 75% of total project costs, score would be higher than asking for 100%.

Motion by Supervisor Tuchel to approve Resolution 2023 #28 with the correction of removing "in the amount of \$633,200" and asking for 75% of total project costs

2nd by Supervisor Tekautz

Motion passed 3-0

Gravel Pit-Supervisor Tekautz would like to review the gravel pit with John from JPJ to review and get an estimate of how many more years the Township may have enough gravel to make Class 5. There are benefits in some projects with using the township gravel as it reduces the cost of the overall project. Other discussion in regards to township employees delivering gravel is a poor use of resources. Consensus to add gravel sales to the next month agenda.

Motion by Supervisor Tekautz to halt delivery of gravel by township employees

2nd by Supervisor Tuchel

Motion passed 3-0

Poll Pad Device-St Louis County recommended the use of 2 Poll Pad devices for the registration process during elections vs just 1 device.

Motion by Supervisor Tuchel to approve the purchase of 2 Poll Pad devices

2nd by Supervisor Tekautz

Motion passed 3-0

Set date for Union Negotiations with LU 49-Clerk Sundahl to follow up with Business Rep. to ensure date(s) available

Motion by Supervisor Tuchel to set next Negotiation date for Thursday November 9th @ 1pm with an alternate date of Thursday the 16th @ 1pm

2nd by Supervisor Tekautz

Motion passed 3-0

New Business:

Pay Bills as Presented

Motion by Supervisor Tuchel to Pay Bills as Presented

2nd by Supervisor Tekautz

Motion Passed 3-0

Letter from Vermilion Park Inn-Discussion by Supervisors and JPJ Engineering to make the Center Street Project a priority due to issues described in the letter. Will be funding under Storm Water. Consensus by the Board to have Clerk Sundahl work with Maintenance Supervisor Gorsma to draft a response.

Resignation of Fire Department member David Swanson

Motion by Supervisor Tuchel to accept the resignation of member David Swanson

2nd by Supervisor Tekautz

Motion passed 3-0

Approve Partial Payment

- Project 20-741 McKinley Park Trail-\$154,732.73 to Mesabi Bituminous

Discussion by the Board to review possible completion and tying together of the Breitung, Mesabi and Tower Trails. Consensus by the Board to have Chairman Tomsich partner with the City of Tower.

Motion by Supervisor Tuchel to approve Partial Payment #2 to Mesabi Bituminous
2nd by Supervisor Tekautz

Motion passed 3-0

Public Fund Certificate-Renewal Advice, discussion not to renew, invest at a later date

Motion by Supervisor Tuchel to allow the Certificate to mature 10/31/23 and not renew
2nd by Supervisor Tekautz

Motion passed 3-0

Treasurer Gornick will work with Frandsen Bank

Land Use Permit-14 Jasper St

Motion by Supervisor Tuchel to approve Land Use Permit subject to approval of the Breitung Water and Sewer Commission

2nd by Supervisor Tekautz

Motion passed 3-0

Police Contract with the City of Tower-Chairman Tomsich presented updated costs for 2024

Motion by Supervisor Tekautz to work with the City of Tower on a contract for the 2024 season based on statistical findings by Chairman Tomsich

2nd by Supervisor Tuchel

Motion passed 3-0

Resolutions

- Resolution 2023 #23-Accepting Donations

Motion by Supervisor Tekautz to approve Resolution 2023 #23 as presented

2nd by Supervisor Tuchel

Motion passed 3-0

- Resolution 2023 #25-Make Application and Accept funds from IRRR-Stuntz Bay Road

Motion by Supervisor Tuchel to approve Resolution 2023 #25 with the correction of asking for \$50,000 instead of \$51,000

2nd by Supervisor Tekautz

Motion passed 3-0

Next Regular Board Meeting-November 30th, 2023 @ 12N @ Breitung Community Center

Adjourn

Motion by Supervisor Tekautz to adjourn the meeting @ 1:55pm

2nd by Supervisor Tuchel

Motion passed 3-0

Respectfully Submitted

Dianna Sunsdahl

Clerk, Breitung Township

Township of Breitung Special Board Meeting 11-16-2023 at 2:00pm. In Person Meeting at the Breitung Community Center

Present In Person:

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

Public: Daniel Mannick-LU 49, Tom Gorsma-Maintenance Supervisor, Keith Mattila-Maintenance Assistant

Call to Order @ 2:00pm by Chairman Tim Tomsich

Acceptance of Agenda

Motion by Supervisor Tuchel to accept the agenda as presented

2nd by Supervisor Tekautz

Motion Passed 3-0

New Business:

Labor Negotiations

Motion by Supervisor Tuchel to Close the Meeting for Labor Negotiations

2nd by Supervisor Tekautz

Motion Passed 3-0

Labor Negotiations lasted approximately 1 hour and 25 minutes with both parties negotiating and coming to an agreement.

Motion by Supervisor Tuchel to reopen the Meeting @ 3:20

2nd by Supervisor Tekautz

Motion passed 3-0

Old Business:

Gravel

Proposal submitted by Chairman Tomsich after meeting with Mesabi Bituminous and looking over figures. Proposal discusses pit run material and tip fees, MBI to crush and replace Class 5, MBI to accept the entire cost of mobilization of the crusher and would like to crush more Class 5 and store in pit for future local projects. Discussion to research a lease agreement between the township and Mesabi Bituminous.

Motion by Supervisor Tuchel to accept proposal as submitted by Chairman Tomsich

2nd by Supervisor Tekautz

Motion Passed 3-0

Next Regular Board Meeting-November 30th, 2023 @ 12N @ Breitung Community Center

Adjourn

Motion by Supervisor Tichel to adjourn the meeting @ 3:27pm

2nd by Supervisor Tekautz

Motion passed 3-0

Respectfully Submitted
Dianna Sundahl
Clerk, Breitung Township

TOWNSHIP OF BREITUNG

Oct-23

GENERAL	150,641.51
ROAD & BRIDGE	11,407.64
FIRE	32,916.97
PARK	78,193.25
RECREATION	(3,267.13)
POLICE	71,887.18
PROJECTS	(36,977.43)
WATER DEPT	55,896.91
ARPA	20,000.00
TOTALS	380,698.90



BREITUNG POLICE DEPARTMENT

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

PHONE: (218) 753-6660

FAX: (218) 753-2407

41 1ST AVE • P.O. BOX 6

SOUDAN MN 55782

DANIEL REING

CHIEF OF POLICE

Breitung Police Department October 2023 Monthly Report

Calls for Service (ICR'S): 53

Citations: 7

1 adult male cited for Driving After Cancellation (DAC). Party also arrested for a felony warrant and lodged in Virginia Jail.

1 adult male cited for Speed. 82/60.

1 adult female cited for Speed 75/60.

1 adult male cited for Expired Tabs (January of 2023), almost a year overdue.

1 adult female cited for Speed. 73/50.

1 adult male cited for Driving After Revocation (DAR).

1 adult female cited for Speed 70/50.

Arrests: 1

1 adult male arrested for a felony arrest warrant.



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CHIEF OF POLICE

October seemed to go fast this year. It was an overall beautiful month weather wise. Calls slowed a bit but our officers stayed busy. It was expected with less people in the area this time of year. We are still well over 1000 calls for the year already.

We hosted our second annual Tacos with Cops event. It was bigger and more successful than last year. A couple of other area events brought the turn out down a bit, but people really enjoyed themselves. I am grateful that our area residents chose to spend time with us and enjoyed some wonderful food. I want to say thank you to everyone who came to eat and visited with us. I would like to thank Jorgine Gornick and Lori Tomsich for bringing the treats, they were a hit. Thank you to Mary Batinich for the chili! Thank you to my mom, my dad, Lily, and Remy, for the help. I want to especially thank my wife Ivette for all her work in completing this event. Thank you to Officer Jim Battin and Officer James Vukad for all your work, I am thankful to have you on the department. Thank you to Karla Lundstrom, Ricia Vukad, thank you to Jen and Alex, thank you to the Vukad boys, thank you to everyone else that I may not have listed who made this event possible. This is a successful yearly event. The generous donations will be used for new computers and training opportunities. As I have always said, this event is about community engagement and keeping those relations a positive one. The donations are humbling and a secondary reason for our annual event. Thank you for your donations! We appreciate and are thankful for every dollar. Our community is truly blessed. Deer season is coming quickly, remember to be safe.

Daniel Reing
Chief of Police
Breitung Police Department

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

October Fire Dept Report

Our regular monthly fire department meeting was held on 10/11/2023.

This month's training consisted of Radio Operations which was conducted by our department Training Officers.

We received only on call for service in Soudan for a CO Alarm. Tower Fire Assisted with the call.

Road and Bridge Report

October 2023 Report

Install benches and signs on Bike Trail

Grading Roads

Lifted last 2 docks

Finished winterizing McKinley Park

Snow Plows on Equipment

Assisted in removal of beaver dam

Re-routed Prospector Trail

Maintenance on Equipment

Tom Gorsma

Maintenance Supervisor

Contract CP 4598-710468 - Bid Abstract

Report Date	Contract Name	Contract Number	Local	State	Release Date	Bid opening	Addendum 1	Addendum 2
11/16/2023	CP 4598-710468	CP 4598-710468	CP 4598-710468	SAP 069-600-051	10/13/2023	11/9/2023, 10:00 AM	11/7/2023	11/13/2023

Mesabi Bituminous										TNT Construction Group LLC				KGM Contractors, Inc.				Ulland Brothers, Inc.			
Line Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	% Over/Under	Price	Total	% Over/Under	Price	Total	% Over/Under	Price	Total	% Over/Under				
1	2021.501 MOBILIZATION	LUMP SUM	1	\$32,000.00	\$32,000.00	\$8,400.00	\$8,400.00	73.75% UNDER	\$52,119.00	\$52,119.00	62.87% OVER	\$58,000.00	\$58,000.00	81.25% OVER	\$42,527.80	\$42,527.80	32.90% OVER				
2	2101.505/00020 CLEARING	ACRE	0.7	\$2,000.00	\$1,400.00	\$2,900.00	\$2,030.00	45.00% OVER	\$2,000.00	\$1,400.00	0.00% UNDER	\$10,000.00	\$7,000.00	400.00% OVER	\$11,550.00	\$8,085.00	477.50% OVER				
3	2101.505/00030 GRUBBING	ACRE	0.7	\$2,000.00	\$1,400.00	\$2,900.00	\$2,030.00	45.00% OVER	\$10,000.00	\$7,000.00	400.00% OVER	\$10,000.00	\$7,000.00	400.00% OVER	\$10,550.00	\$7,385.00	427.50% OVER				
4	2104.502/03300 SALVAGE SIGN	EACH	3	\$1,000.00	\$3,000.00	\$100.00	\$300.00	90.00% UNDER	\$50.00	\$150.00	95.00% UNDER	\$175.00	\$525.00	82.50% UNDER	\$241.00	\$723.00	75.90% UNDER				
5	2104.503/00255 REMOVE PIPE CULVERTS	LIN FT	20	\$20.00	\$400.00	\$20.00	\$400.00	0.00% UNDER	\$20.00	\$400.00	0.00% UNDER	\$25.00	\$500.00	25.00% OVER	\$45.00	\$900.00	125.00% OVER				
6	2104.503/00200 SAWING BITUMINOUS PAVEMENT	LIN FT	860	\$2.00	\$1,720.00	\$3.00	\$2,580.00	50.00% OVER	\$3.00	\$2,580.00	50.00% OVER	\$3.25	\$2,795.00	62.50% OVER	\$1.40	\$1,204.00	30.00% UNDER				
7	2104.503/00325 REMOVE CONCRETE CURB	LIN FT	630	\$15.00	\$9,450.00	\$6.00	\$3,780.00	60.00% UNDER	\$5.50	\$3,465.00	63.33% UNDER	\$7.50	\$4,725.00	50.00% UNDER	\$15.00	\$9,450.00	0.00% UNDER				
8	2104.504/00120 REMOVE BITUMINOUS PAVEMENT	SQ YD	4,583	\$4.00	\$18,332.00	\$3.00	\$13,749.00	25.00% UNDER	\$3.00	\$13,749.00	25.00% UNDER	\$5.00	\$22,915.00	25.00% OVER	\$7.00	\$32,081.00	75.00% OVER				
9	2104.518/00140 REMOVE CONCRETE WALK	SQ FT	40	\$5.00	\$200.00	\$5.00	\$200.00	0.00% UNDER	\$5.00	\$200.00	0.00% UNDER	\$10.00	\$400.00	100.00% OVER	\$16.00	\$640.00	220.00% OVER				
10	2106.507/00010 EXCAVATION - COMMON	CU YD	1,408	\$30.00	\$42,240.00	\$18.00	\$25,344.00	40.00% UNDER	\$17.25	\$24,288.00	42.50% UNDER	\$19.00	\$26,752.00	36.67% UNDER	\$35.00	\$49,280.00	16.67% OVER				
11	2108.504/00035 GEOTEXTILE FABRIC TYPE 5	SQ YD	4,560	\$2.00	\$9,120.00	\$2.00	\$9,120.00	0.00% UNDER	\$2.30	\$10,488.00	15.00% OVER	\$3.50	\$15,960.00	75.00% OVER	\$3.40	\$15,504.00	70.00% OVER				

Mesabi Bituminous													TNT Construction Group LLC				KGM Contractors, Inc.				Ulland Brothers, Inc.			
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	% Over/Under	Price	Total	% Over/Under	Price	Total	% Over/Under	Price	Total	% Over/Under	Price	Total	% Over/Under	Price	Total	% Over/Under
12	2108.604/00050	GEOTEXTILE FABRIC SPECIAL	SQ YD	433	\$25.00	\$10,825.00	\$5.00	\$2,165.00	80.00% UNDER	\$4.25	\$1,840.25	83.00% UNDER	\$5.00	\$2,165.00	80.00% UNDER	\$5.00	\$2,165.00	80.00% UNDER	\$5.00	\$2,165.00	80.00% UNDER	\$5.00	\$2,165.00	80.00% UNDER
13	2118.507/00150	AGGREGATE SURFACING (CV) CLASS 5	CU YD	115	\$35.00	\$4,025.00	\$65.00	\$7,475.00	85.71% OVER	\$70.00	\$8,050.00	100.00% OVER	\$45.00	\$5,175.00	28.57% OVER	\$86.00	\$9,890.00	145.71% OVER						
14	2211.507/00170	AGGREGATE BASE (CV) CLASS 5	CU YD	1,235	\$25.00	\$30,875.00	\$32.00	\$39,520.00	28.00% OVER	\$50.00	\$61,750.00	100.00% OVER	\$35.00	\$43,225.00	40.00% OVER	\$75.00	\$92,625.00	200.00% OVER						
15	2360.509/22300	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	385	\$95.00	\$36,575.00	\$92.00	\$35,420.00	3.16% UNDER	\$105.00	\$40,425.00	10.53% OVER	\$91.00	\$35,035.00	4.21% UNDER	\$150.00	\$57,750.00	57.89% OVER						
16	2360.509/22305	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	385	\$95.00	\$36,575.00	\$92.00	\$35,420.00	3.16% UNDER	\$105.00	\$40,425.00	10.53% OVER	\$91.00	\$35,035.00	4.21% UNDER	\$148.00	\$56,980.00	55.79% OVER						
17	2501.502/01012	12" CS PIPE APRON	EACH	2	\$500.00	\$1,000.00	\$350.00	\$700.00	30.00% UNDER	\$340.00	\$680.00	32.00% UNDER	\$800.00	\$1,600.00	60.00% OVER	\$831.00	\$1,662.00	66.20% OVER						
18	2501.502/05012	12" RC PIPE APRON	EACH	1	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	6.67% UNDER	\$1,600.00	\$1,600.00	6.67% OVER	\$2,250.00	\$2,250.00	50.00% OVER	\$2,130.00	\$2,130.00	42.00% OVER						
19	2501.503/05012	12" CP PIPE CULVERT	LIN FT	20	\$25.00	\$500.00	\$60.00	\$1,200.00	140.00% OVER	\$45.00	\$900.00	80.00% OVER	\$92.00	\$1,840.00	268.00% OVER	\$79.00	\$1,580.00	216.00% OVER						
20	2501.602/00049	CLEAN PIPE CULVERT	EACH	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00	0.00% UNDER	\$1,400.00	\$4,200.00	180.00% OVER	\$1,100.00	\$3,300.00	120.00% OVER	\$2,270.00	\$6,810.00	354.00% OVER						
21	2503.503/15125	12" RC PIPE SEWER CLASS V	LIN FT	60	\$300.00	\$18,000.00	\$105.00	\$6,300.00	65.00% UNDER	\$122.00	\$7,320.00	59.33% UNDER	\$125.00	\$7,500.00	58.33% UNDER	\$218.00	\$13,080.00	27.33% UNDER						
22	2503.503/15155	15" RC PIPE SEWER CLASS V	LIN FT	142	\$350.00	\$49,700.00	\$90.00	\$12,780.00	74.29% UNDER	\$116.00	\$16,472.00	66.86% UNDER	\$150.00	\$21,300.00	57.14% UNDER	\$122.00	\$17,324.00	65.14% UNDER						
23	2506.502/06020	ADJUST FRAME & RING CASTING	EACH	4	\$600.00	\$2,400.00	\$300.00	\$1,200.00	50.00% UNDER	\$425.00	\$1,700.00	29.17% UNDER	\$525.00	\$2,100.00	12.50% UNDER	\$970.00	\$3,880.00	61.67% OVER						
24	2506.502/00070	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	EACH	5	\$5,000.00	\$25,000.00	\$3,150.00	\$15,750.00	37.00% UNDER	\$4,000.00	\$20,000.00	20.00% UNDER	\$4,000.00	\$20,000.00	20.00% UNDER	\$3,600.00	\$18,000.00	28.00% UNDER						
25	2506.502/06000	CASTING ASSEMBLY	EACH	5	\$2,000.00	\$10,000.00	\$1,150.00	\$5,750.00	42.50% UNDER	\$1,625.00	\$8,125.00	18.75% UNDER	\$1,650.00	\$8,250.00	17.50% UNDER	\$1,700.00	\$8,500.00	15.00% UNDER						
26	2511.507/00014	RANDOM RIPRAP CLASS III	CU YD	3	\$20.00	\$60.00	\$100.00	\$300.00	400.00% OVER	\$170.00	\$510.00	750.00% OVER	\$250.00	\$750.00	1150.00% OVER	\$255.00	\$765.00	1175.00% OVER						
27	2521.518/00060	6" CONCRETE WALK	SQ FT	40	\$40.00	\$1,600.00	\$16.00	\$640.00	60.00% UNDER	\$38.50	\$1,540.00	3.75% UNDER	\$25.00	\$1,000.00	37.50% UNDER	\$30.00	\$1,200.00	25.00% UNDER						
28	2531.503/02320	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	630	\$35.00	\$22,050.00	\$38.50	\$24,255.00	10.00% OVER	\$36.50	\$22,995.00	4.29% OVER	\$42.50	\$26,775.00	21.43% OVER	\$40.00	\$25,200.00	14.29% OVER						

Mesabi Bituminous										TNT Construction Group LLC			KGM Contractors, Inc.			Ulland Brothers, Inc.		
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	% Over/Under	Price	Total	% Over/Under	Price	Total	% Over/Under	Price	Total	% Over/Under
29	2531.503/19215	CONCRETE CURB AND GUTTER DESIGN S518	LIN FT	149	\$30.00	\$4,470.00	\$35.75	\$5,326.75	19.17% OVER	\$42.25	\$6,295.25	40.83% OVER	\$60.00	\$8,940.00	100.00% OVER	\$40.00	\$5,960.00	33.33% OVER
30	2531.618/00010	TRUNCATED DOMES	SQ FT	32	\$150.00	\$4,800.00	\$65.00	\$2,080.00	56.67% UNDER	\$70.00	\$2,240.00	53.33% UNDER	\$75.00	\$2,400.00	50.00% UNDER	\$60.00	\$1,920.00	60.00% UNDER
31	2563.601/00010	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	70.00% UNDER	\$10,000.00	\$10,000.00	100.00% OVER	\$10,000.00	\$10,000.00	100.00% OVER	\$6,700.00	\$6,700.00	34.00% OVER
32	2564.502/00015	INSTALL SIGN	EACH	3	\$500.00	\$1,500.00	\$100.00	\$300.00	80.00% UNDER	\$140.00	\$420.00	72.00% UNDER	\$260.00	\$780.00	48.00% UNDER	\$550.00	\$1,650.00	10.00% OVER
33	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$2,000.00	\$2,000.00	\$750.00	\$750.00	62.50% UNDER	\$2,000.00	\$2,000.00	0.00% UNDER	\$2,250.00	\$2,250.00	12.50% OVER	\$5,000.00	\$5,000.00	150.00% OVER
34	2573.502/00140	CULVERT END CONTROLS	EACH	4	\$500.00	\$2,000.00	\$315.00	\$1,260.00	37.00% UNDER	\$115.00	\$460.00	77.00% UNDER	\$750.00	\$3,000.00	50.00% OVER	\$650.00	\$2,600.00	30.00% OVER
35	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	13	\$500.00	\$6,500.00	\$210.00	\$2,730.00	58.00% UNDER	\$150.00	\$1,950.00	70.00% UNDER	\$600.00	\$7,800.00	20.00% OVER	\$550.00	\$7,150.00	10.00% OVER
36	2573.503/00061	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	130	\$15.00	\$1,950.00	\$5.25	\$682.50	65.00% UNDER	\$6.25	\$812.50	58.33% UNDER	\$9.25	\$1,202.50	38.33% UNDER	\$8.50	\$1,105.00	43.33% UNDER
37	2574.505/00020	SOIL BED PREPARATION	ACRE	0.4	\$1,000.00	\$400.00	\$2,625.00	\$1,050.00	162.50% OVER	\$850.00	\$340.00	15.00% UNDER	\$3,250.00	\$1,300.00	225.00% OVER	\$3,000.00	\$1,200.00	200.00% OVER
38	2574.508/00011	FERTILIZER TYPE 1	POUND	160	\$3.00	\$480.00	\$1.85	\$296.00	38.33% UNDER	\$1.00	\$160.00	66.67% UNDER	\$2.25	\$360.00	25.00% UNDER	\$2.00	\$320.00	33.33% UNDER
39	2575.505/00021	SEEDING	ACRE	0.4	\$500.00	\$200.00	\$2,300.00	\$920.00	360.00% OVER	\$1,700.00	\$680.00	240.00% OVER	\$550.00	\$220.00	10.00% OVER	\$500.00	\$200.00	0.00% UNDER
40	2575.505/00055	RAPID STABILIZATION METHOD 1	ACRE	0.3	\$7,500.00	\$2,250.00	\$5,250.00	\$1,575.00	30.00% UNDER	\$3,350.00	\$1,005.00	55.33% UNDER	\$5,500.00	\$1,650.00	26.67% UNDER	\$5,000.00	\$1,500.00	33.33% UNDER
41	2575.508/25141	SEED MIXTURE 25-141	POUND	23.6	\$100.00	\$2,360.00	\$9.00	\$212.40	91.00% UNDER	\$10.00	\$236.00	90.00% UNDER	\$10.00	\$236.00	90.00% UNDER	\$9.50	\$224.20	90.50% UNDER
42	2575.509/00010	MULCH MATERIAL TYPE 1	TON	0.8	\$60.00	\$48.00	\$1,260.00	\$1,008.00	2000.00% OVER	\$1,250.00	\$1,000.00	1983.33% OVER	\$2,700.00	\$2,160.00	4400.00% OVER	\$2,500.00	\$2,000.00	4066.67% OVER
43	2582.503/10104	4" SOLID LINE PAINT	LIN FT	305	\$5.00	\$1,525.00	\$3.00	\$915.00	40.00% UNDER	\$6.00	\$1,830.00	20.00% OVER	\$3.25	\$991.25	35.00% UNDER	\$6.00	\$1,830.00	20.00% OVER
Total Uncategorized						\$406,930.00		\$280,313.65			\$383,800.00			\$407,161.75		\$526,680.00		
						31.12% UNDER		5.68% UNDER			5.68% UNDER			0.06% OVER		29.43% OVER		

Mckinley Park Trail

MBI will accept the entire cost (\$12,500.00) of the mobilization of the Crusher and would like to Crush 10000 cu yds (14000 tons) of Class 5 and store in the pit for future local projects. This will gain the Township an additional \$20,000.00 in Royalties.

Also we discussed was adding the soil sterlant to the McKinley Park Trail as it was not included in the project specification for their segment. JPJ did not want to add it but I strongly recommended to the Township. This was 8959 sqyds at a normal bid price of \$1.00 per sqyd for \$8959.00 MBI sprayed soil sterlant prior to paving MBI agrees to do this at half price also as a good faith effort for all the cooperation with the Township. \$4479.50 Please call to discuss this item

\$ 4,479.50

Total

\$ 31,884.50

Paved Walk/Wheel Trails

Paved trails are a complex trail type due to their accommodation of many uses and their dual ability to serve both recreation and transportation desires. Paved trails are generally designed with as few curves or hills as possible to accommodate wheeling sports. But each paved trail may be built differently depending on intended/allowed use and context. Maintaining pavement quality is especially important to provide a safe, accessible surface for wheel uses.

Paved trails built for recreation are intended to provide common access to unique natural and/or scenic areas, much like hiking trails. Sometimes, popular recreational hiking trails are even paved to support use by all ages and abilities, including those in strollers or wheelchairs. Paved trails built for transportation are designed to provide infrastructure separated from vehicular traffic for non-drivers, particularly children and older adults. One type of paved trail that "blurs the lines" between recreation and transportation use is regional trails, which span many miles, connect two or more cities with continuous trail, and are commonly used by long-distance cyclists. Confusion about allowed uses of a paved trail is typical and may even cause some people to avoid the trail altogether. As such, it is important to make information about paved trails available in multiple formats, including online and at trailhead locations.

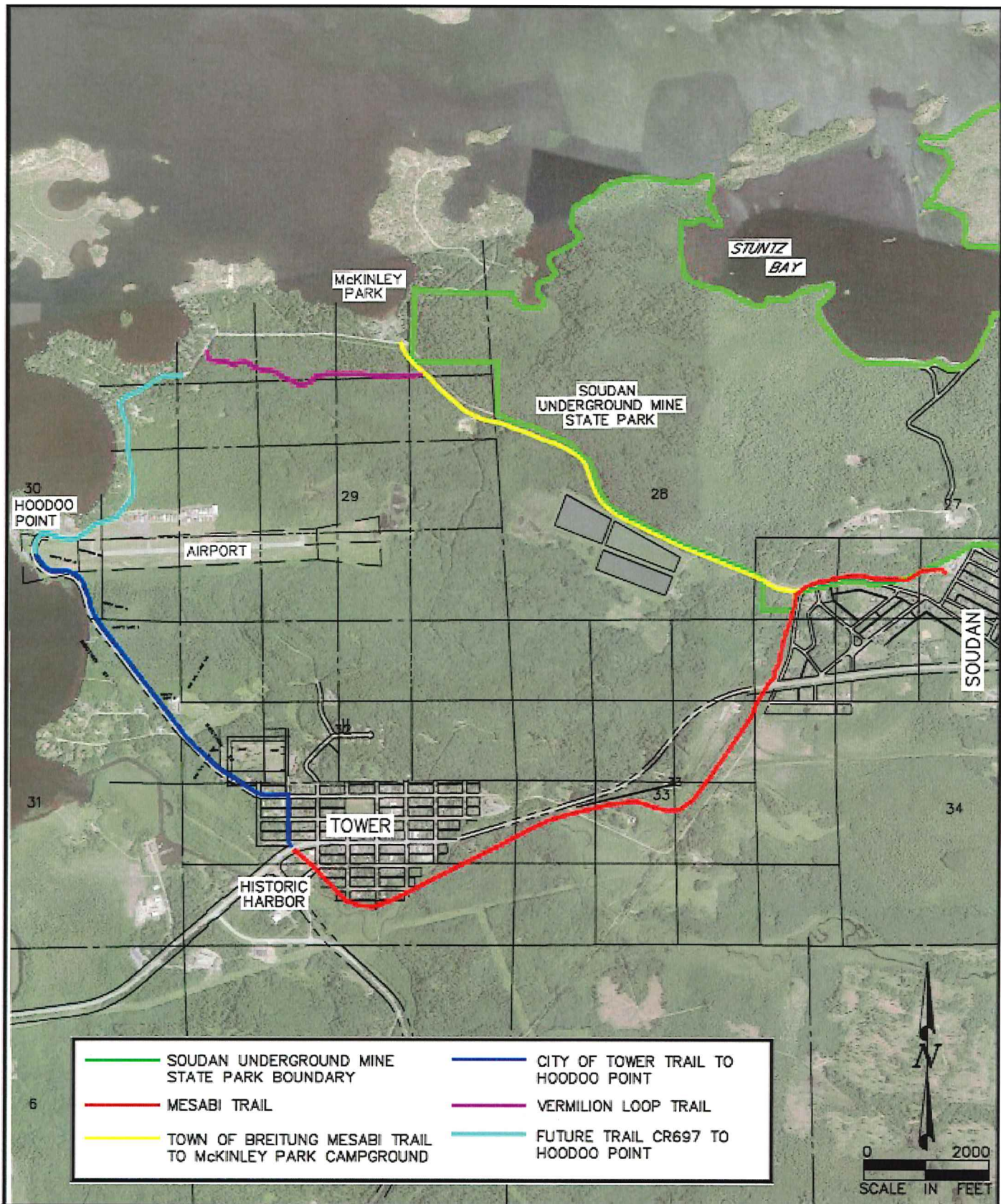
Map: Existing Paved Walk/Wheel Trails in the Tower Area



The Tower area includes approximately 13.5 miles of trails for walking, roller skating/blading, and cycling; this includes the accessible Class 5 trails around the Tower Harbor, though skating and blading could not take place on these trails. Existing trails open for walking and wheeling in the Tower area include the Hoodoo Point-McKinley Park trail loop, Tower Harbor Trail, Mesabi Trail, and Bois Forte Trail. An additional area trail currently in development is the Lake Vermilion Trail.

Goals & Actions – Paved Walk/Wheel Trails

- Maintain and complete the local Hoodoo Point-McKinley Park trail loop.
 - Conduct pavement maintenance on the existing Hoodoo Point Trail.
 - Create a partnership between the City of Tower and Breitung Township to design, fund, and construct trail to fill the trail loop gap near Puncher Point.
 - Use pavement markings and signage to help users of Poirier Road, Cedar Street, and Main Street understand that these roads serve an on-street trail loop connection; partner with the Minnesota Department of Transportation (MnDOT) to monitor needs for the road crossing at Highway 1.
 - Install benches strategically along the trail loop to support trail use by people who may need to rest periodically, like older adults and families with children.
- Develop and maintain regional trail connections through participation in the Lake Vermilion Trail Joint Powers Board and support of the St. Louis and Lake Counties Regional Railroad Authority (RRA).
 - Support efforts to reconstruct the Mesabi Trail between Tower and Soudan.
 - Participate and support efforts to seek funding and construct westward Lake Vermilion Trail connections, particularly a section from Tower to the Y-Store.
 - Support the RRA in efforts to seek funding and construct Mesabi Trail connections eastward to Ely.
 - Support the RRA in efforts to seek funding and construct Mesabi Trail connections southward to Embarrass.
- Expand trail connections to and from the Tower Harbor.
 - Construct the planned trail between the Harbor Trail (where it currently terminates under the Highway 1 bridge) and the existing Hoodoo Point Trail.
 - Construct the planned trail between the Harbor Trail to Pine Street, through the “welcome park” along the south side of Highway 1.
 - Design and construct an accessible paved trail between the Harbor Trail and the Mesabi Trail through the children’s park.
 - Design and construct a trail between the Harbor Trail and the marina/boat club along the west side of East River Two.
- Communicate with paved trail owners (i.e., City of Tower, Breitung Township, RRA) to explore winter maintenance practices of the trails.
 - Explore the possibility of plowing the trails once in early spring, if not all throughout the winter, to promote snow melt on the trails and enable longer yearly access for walking and wheeling.
 - If there is not a desire to plow snow from the trails, explore the possibility of grooming the trail corridors for skate skiing.
 - Continually study trail road crossings to identify safety signage needs, including adding new signs and updating existing signs.



425 Grant Street
PO Box 656
Hibbing, MN 55746
(218) 262-5528
www.jpjeng.com

TRAIL SYSTEM

BREITUNG TOWNSHIP

PROJECT NUMBER

SHEET NUMBER



Bryan: (218) 269-1039 / Karl: (612) 418-8953
www.VermillionRoofing.com / VermillionRoofing@gmail.com
Mailing Address: P.O. Box 592, Tower MN 55790
Office: 502 Main Street, Tower MN 55790
Licensed • Insured • Insured • Lic. #BC785662

Client Name: McKinley State Park - MAIN OFFICE
Phone: 218-780-6883 Charles Bystrom
Email: clerk@breitungtownship.org
Site Address: 5563 Hoodoo Point. rd TOWER
Date: 11-7-23

- PROPOSAL -

Roof Details:

Remove shingles and underlayments
inspect decking
remove drip edge and all pipe boots
tarp and net around building
install 2 rows ice water, new drip
edge, synthetic felt.
install all new pipe boots and ridge
vent
install Locally purchased (Tower, MN)
35yr GAF Timberline HDZ architectural
shingles.
job completed in 3 working days.
scheduling TBD. (Let us know)
-500 discount if completed in 2023.

All roofs include a lifetime labor warranty.

PAYMENT SCHEDULE: 1/2 DOWN UPON SIGNING OF PROPOSAL. BALANCE DUE UPON COMPLETION.

ESTIMATE INCLUDES:

Material and labor in accordance with the above specifications. Estimates may be withdrawn by Vermillion Roofing, LLC if not accepted within 90 days.

Joe Forsman 11-7-23
Vermillion Roofing, LLC Date

PROPOSAL ACCEPTANCE:

Work to be performed for the sum of:

16,200

Both parties agree to the above prices, specifications and conditions are satisfactory and hereby accepted as a contract

Customer Signature

Date



MIDWAY BUILDERS, INC.

RANDY LOSSING, OWNER

**6812 TRILLIUM RD.
VIRGINIA, MN 55792
(218)404-6646**

**LICENSE #: BC662609
RANDYLOSSING@GMAIL.COM**

Proposal Submitted To: Breitung Township	Date: 11/05/2023
Address: 5563 Hoodoo Point Rd Tower, MN 55790	Job Location: same
Phone: (Tom) 218-780-9463	Email: clerk@breitungtownship.org

Tear off shingles
Install new roof edge; 6 foot ice and water on all eaves and 3 foot in valleys
Install all new roof boots and vents
Install ridge vent and cap
Install architectural shingles
Any rotten wood replacement will be extra, labor and materials
Clean up and haul away all debris

We propose hereby to furnish material & labor-complete in accordance with the above specifications for the sum of: \$22,000.00

With payments to be made as follows: half down, and half upon completion.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
Submitted:

Note—this proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal

The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

From: Elaine McGillivray <elainemcgillivray@gmail.com>
Sent: Monday, November 6, 2023 1:36 PM
To: Clerk@breitungtownship.org
Subject: Request for Use of Copy Machine

Dear Breitung Township Board Members,

I am writing on behalf of the Soudan Mine Miners' Memorial Committee, which is a project committee of the Tower-Soudan Historical Society (TSHS). This committee has been working on Phase One of this project with our liaison at the Lake Vermilion-Soudan Underground Mine State Park Sarah Guy Levar, who is the Interpretive Supervisor there. Phase One has involved researching the 143 men/names on a list of deaths compiled by Andy Larson, former employee of the Soudan Mine and former President of the TSHS. The men/names include those who died in the underground mine, the open pit mines, the black smith shop and the adjacent railroad on the property of the Soudan Mine. Committee members have been documenting each name through newspaper articles/obituaries, death records, cemetery records, records of mine inspectors, and family archives, etc. These documents will be preserved in archival binders and will be available to the public at the visitor center at the state park with another copy for their archives. A third copy will belong to the TSHS.

We are getting to the point where we are ready to copy the documents so they may be preserved (work probably won't start until early 2024). In order to accomplish this we are requesting use of the copy machine at Breitung Township Hall. Your location is desirable not only because you have a copy machine but also a large work space. Additionally, many of the original death records are located there should we need to double check any of them. Note, this could be up to 1,500 pages. The committee has requested money in the 2024 budget of the TSHS for the printing costs. The state park is providing high quality paper, archival sleeves and archival binders. The committee would work closely with township staff members in order to minimize interruption of their work. The goal is to have work on Phase One done before the grand reopening of the visitor center at the state park in the summer of 2024. We respectfully ask the board to consider this request as we work to preserve an important part of the history of Breitung Township.

For your information here is a brief description of Phases Two and Three of this project:

Phase Two: Erect a stone monument with the names of the men engraved on it at the state park. If for some reason this is not possible our committee may approach your board again about a location in Breitung Township.

Phase Three: Digitize all records for the Minnesota Digital Library.

Please let me know if you have questions.

Sincerely,

*Elaine McGillivray,
Chair, Soudan Mine Miners' Memorial Committee
651.308.4584*

Committee Members/Volunteers:

Leon Anderson, Barb Burgess, Linda Haugen, Andy Larson, Deb Setterberg, Mary Shedd, Paul Wannarka. State park liaison: Sarah Guy-Lear, Interpretive Supervisor at Lake Vermilion-Soudan Underground Mine State Park.

MANAGEMENT AGREEMENT FOR MCKINLEY PARK

AGREEMENT made this 30th day November, 2023 by and between the Township of Breitung, a municipal corporation existing pursuant to the laws of the State of Minnesota ("Owner"), and Susan Chiabotti, an independent contractor, ("Manager").

RECITALS

WHEREAS, the Owner owns certain premises known as McKinley Park (the Park) a recreation area with campsites, picnic area, beach and related amenities on Lake Vermilion;

WHEREAS, Owner desires to contract with an independent contractor for the operation and management of the Park on the terms and conditions set forth in this Management Agreement ("Agreement"); and

WHEREAS, Susan Chiabotti, represents that he/she desires to manage the premises as an independent contractor in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth, the Owner and Manager enter into this Agreement for the management of McKinley Park, the specific terms and conditions of which are as follows:

Section One Term of Agreement

This Agreement shall be effective for one year commencing on January 1, 2024 and shall terminate on December 31, 2024. With an option to renew for one year and extended through December 31, 2025, unless either party gives the other written notice of its intention not to renew on or before November 30, 2024. No cause need be given for non-renewal of the Agreement; both parties stipulate that neither is under a renewal obligation with respect to this Agreement nor hereby waive any claim(s) that they might have against the other on account of such non-renewal.

Section Two Purpose and Use of Premises

The premises have been developed as and for a campground, park and for recreational purposes. The Park premises include 70 campsites with utility hook-ups, a public beach, picnic area, showers, boat launch, store and related amenities. Manager has inspected the Park prior to entering into this Agreement and hereby represents that she is capable of maintaining the Park in a condition at least equal to its present condition and of operating it in a manner consistent with its previous operation.

Section Three Manager Responsibilities

Manager shall have overall responsibility for the operation and management of the Park, subject to the conditions or limitations set forth herein, and to the requirements of any law or administrative enactment applicable to the premises. Without limiting the foregoing, Manager shall be responsible for leasing of camp sites and collecting rent thereon, for maintaining the beach, picnic area, and various amenities in good order and in suitable condition for their customary use; for operating the Park store; and for recording, reporting and forwarding all revenues collected from all Park activities to the Owner all as more fully and specifically described herein:

A. Leasing of Campsites: Manager shall be responsible for all leasing activity related to campsites and shall use his best efforts to secure campers for all available sites from May 1st through September 30th. Manager shall give preference in leasing to lessees and to long term (seasonal) leases over short term (less than one month) leases. Manager shall be responsible for developing an appropriate form of lease and for determining the terms of such leases including the rents and payment schedules, termination provisions, and any other terms which in the Manager's opinion are necessary to promote the enjoyment of the Park by its patrons and the overall profitability of the Park, all of which shall be subject to approval by the Owner. Manager shall be responsible for screening of campers and for evicting campers should eviction be necessary. Manager agrees to consult with Owner prior to commencing any eviction action.

B. Cleaning and Maintenance: Manager shall be responsible for maintaining the Park premises in good, sanitary and neat order, condition and repair. Manager's responsibilities shall include, but not be limited to the following: cleaning and servicing the restrooms at least daily, cleaning the store, picnic shelters, playground, and beach as necessary to keep these areas in suitable condition for public enjoyment and recreational use; picking up of litter, cutting grass, and removal of debris throughout the Park; and performing minor maintenance and repairs such as repairs to screens, docks, tie-downs, picnic tables, and campsites. Manager shall provide his/her own lawn mower and hand tools. Owner shall assist Manager with spring set-up activities such as placing tables at the sites, hooking up water, putting in docks, etc., and with closing related tasks in the fall. If, for any reason, Owner does not assist with such opening and closing activities, Owner agrees that the cost of hiring assistance for such activities shall be considered an operating expense payable by Owner.

C. Sewage Collection: Manager shall arrange for sewage collection service to campsites at least two times per week.

D. Manager On-Site: The Manager shall live at the Park from the Friday of Memorial Day weekend through the Monday of Labor Day Weekend. It will be at the Managers discretion should they choose to live at the Park any other time the Park is open. Owner shall provide one campsite for such purpose without charge, provided that Manager shall provide his/her own camper. In the event that the Manager must be away from the Park for more than a few hours at any one time, Manager shall arrange for an adult to remain on-site during his absence. The costs of any such substitute coverage shall be the exclusive responsibility of Manager. In no event shall Manager be away from the Park for more than 24 hours without notifying Owner and obtaining Owner's approval for such absence which approval shall not be unreasonably withheld.

Manager shall be available by cell-phone at all times during which the Park is open, i.e., from May 1st through September 30th. Manager shall not reside on Park premises from October 1st through April 30th.

E. Park Staff and Service Providers: Manager may employ such persons or entities as Manager deems necessary to carry out his responsibilities under this Management Agreement, provided that all such persons or entities shall have an employment relationship solely with the Manager and Manager shall be solely liable for such persons' or entities' salaries or wages, payroll taxes, benefits, insurance, and the like.

F. Advertising: Manager shall be responsible for advertising the Park and its facilities. Owner agrees to pay 50% of all reasonable advertising costs. Manager may incur advertising charges of \$100 per transaction without prior approval. Advertising costs over \$100 but not greater than \$300, must have prior approval by one of the Town Supervisors. Advertising costs in excess of \$300 must be approved by the Board of Supervisors.

G. Park Revenues: Manager shall be responsible for collecting and depositing all revenues from Park activities, including, but not limited to, revenues from campsite or picnic area rentals; dump station fees, parking fees, boat launching fees, showers and laundry, air conditioning and electricity; and any and all other charges or fees assessed to patrons of the Park for any purpose whatsoever, into the account established by the Owner for this purpose. At Owner's request, Manager shall provide a bond in an amount determined adequate by the Owner to insure the return of any revenues lost, stolen, or otherwise diverted.

H. Park Store: Manager shall operate the Park store for the convenience of the Park patrons. No alcoholic beverages shall be sold in the Park store or otherwise on Park property. Manager shall be responsible for maintaining the store accounts. Manager shall be responsible for paying any applicable taxes or other fees owed on account of store sales.

I. Complaints: Owner shall provide Manager a form for Park patrons' use in registering complaints or concerns regarding the Park's facilities or operations. Manager shall provide a copy of such form to each campsite renter upon his arrival at the Park and shall have such forms readily accessible to Park patrons in the Park store.

J. Inspection: Prior to the opening of the Park in May and no less often than weekly during the season, Manager shall thoroughly inspect the Park, including the beach and dock areas, for any concealed dangers or hazardous conditions and shall post or otherwise provide appropriate warning of such for the safety of Park patrons.

K. Liens: Manager shall keep the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', material men's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any Park operations.

Section Four Compensation

New

Manager's sole and entire compensation hereunder shall be a percentage of all gross operating income from Park operations as hereinafter defined. Of all such gross income, Manager shall be entitled to sixty percent (60%) of the first \$30,000; fifty percent (50%) of the next \$120,000; forty percent (40%) of the next \$50,000; thirty percent (30%) of the next \$50,000; and twenty percent (20%) of all such gross income in excess of \$250,000. Manager shall be entitled to a weekly draw based upon the foregoing percentages subsequent to the submission of his weekly report and the deposit of the weekly receipts, which amount shall be promptly paid by Owner thereafter. At the end of the season, the full season's accounts shall be recapped, and an adjustment made, if necessary. The Owner shall be entitled to 100% of the seasonal winter storage fee.

Previous

Manager's sole and entire compensation hereunder shall be a percentage of all gross operating income from Park operations as hereinafter defined. Of all such gross income, Manager shall be entitled to seventy percent (70%) of the first \$30,000; sixty percent (60%) of the next \$10,000; fifty percent (50%) of all such gross income in excess of \$40,000. Manager shall be entitled to a weekly draw based upon the foregoing percentages subsequent to the submission of his weekly report and the deposit of the weekly receipts, which amount shall be promptly paid by Owner thereafter. At the end of the season, the full season's accounts shall be recapped, and an adjustment made, if necessary. The Owner shall be entitled to 100% of the seasonal winter storage fee.

Section Five Operating Expenses

New

Manager shall pay the Park's reasonable operating expenses which shall include but not be limited to the following: costs of cleaning, routine maintenance and supplies, trash receptacles, appropriate signage, merchandise for sale in the Park store, 50% of advertising expenses, mailing costs, disposal fees, and all fees and taxes related to Park operations and sales. The Park Manager shall pay the following utilities: 50% of the electricity, 100% of garbage disposal, \$150 towards business phone and internet (CTC) for the months of May-September. The Owner shall pay 100% for A-1 Portable Bathrooms, 100% of OnSystem Wifi, balance of CTC in excess of \$150/mo and 100% of Sewer. Owner shall pay vacation phone and internet services from the months of November 1st-April 30th.

Previous

Manager shall pay the Park's reasonable operating expenses which shall include but not be limited to the following: costs of cleaning and routine maintenance and supplies, trash receptacles, Park utilities, appropriate signage, merchandise for sale in the Park store, 50% of advertising expenses, mailing costs, disposal fees, and all fees and taxes related to Park operations and sales. The Owner shall pay 50% of the electricity from May 1st through September 30th.

Section Six Records and Reports

On or before Tuesday of each week, Manager shall submit a weekly report for the previous week to the Town Treasurer. Owner shall provide a form for the weekly report which shall include data regarding campsite occupancy, revenues and expenses, as well as a narrative report of any significant incidents or issues. Manager shall submit all receipts for payments made from the operating account during the previous week as well as deposit receipt(s) showing proper deposit of all revenues. Owner or owner's designee shall periodically review and audit all Park accounts and Manager shall cooperate fully with such review and audit.

Section Seven Old Settlers' Day

On that day each year designated as OLD SETTLERS' DAY, all beach and picnic area fees are to be waived for Breitung Township residents and guests. Manager shall cooperate fully with Owner in preparing for and hosting any and all special activities in celebration of Old Settlers' Day. Manager agrees that waived fees and charges are not to be considered as revenues in determining Manager's compensation.

Section Eight Termination

This contract will terminate on the date specified under Section One unless terminated prior thereto in accordance with any of the following provisions:

- A. Non-performance. If Manager or Owner fails to fulfill any one or more of their respective obligations under this Agreement, the other party may terminate this Agreement upon fifteen (15) days' written notice, provided that prior to such termination, the party claiming the breach must offer to meet with the allegedly breaching party in a good faith effort to resolve the alleged breach. If the allegedly breaching party refuses to meet or if after meeting the parties are unable to resolve the matter to their mutual satisfaction, then either party may terminate the agreement by serving written notice of such termination on the other party. Such termination shall take effect fifteen (15) days from the date the notice is received unless an earlier or later termination date is agreed to by the parties. In any subsequent breach, the party alleging the breach shall not be obligated to offer to meet and discuss the matter with the breaching party and may elect to proceed immediately to notify the breaching party of termination.
- B. Financial Mismanagement. If Manager fails to perform his financial responsibilities under this Agreement, or if Owner has reason to believe that Manager has acted improperly with respect to Park funds, Manager may be terminated immediately, provided that prior to termination Owner shall inform Manager of the reasons for such termination and provide Manager with an opportunity to respond thereto. Improper use of Park funds shall include, but not be limited to, use of Park funds to purchase items or services not necessary for the maintenance or operation of the Park or conversion of any Park revenues or property to the personal use or benefit of any person or entity other than the Owner.

C. Inappropriate or Illegal Conduct. Any unlawful conduct on the part of Manager or anyone acting on Manager's behalf or at Manager's direction, or any conduct which is inappropriate in light of, or inconsistent with, the Manager's responsibilities or is likely to adversely affect the safety or reputation of the Park or its patrons' enjoyment thereof shall be grounds for immediate termination. Owner may consider Manager's behavior when off duty and/or away from the Park.

Upon termination of this Agreement, Owner shall pay Manager all compensation due and owing under this Agreement provided, however, that Owner may delay payment of all such amounts until Manager has vacated the Park and may reduce such compensation by any amount reasonably necessary to restore the Park premises to the condition they were in at the time Manager assumed responsibility therefore under this Agreement, usual wear and weathering excepted.

Section Nine Independent Contractor Status, Insurance and Indemnity

Owner and Manager acknowledge and agree that Manager is an independent contractor, and not an employee of Owner, and that Manager will have no authority to bind Owner or otherwise incur liability on behalf of Owner except as may be specifically provided for herein. Owner will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Manager. Further, Manager agrees that Owner is not responsible to collect or withhold any federal, state, or local taxes, including income tax and Social Security, and that any and all taxes imposed, assessed or levied as a result of this Agreement on Manager shall be paid solely by Manager. Manager is solely responsible for the safety of his person or property or that of his employees and is at liberty to obtain insurance for his own account as against any such liabilities. Manager agrees to indemnify Owner and hold Owner harmless for any injuries or damages suffered by Manager or his employees or agents in connection with or arising from Manager's performance under this Agreement and for any injuries or damages to any person or property arising from the negligent or wrongful conduct of Manager, his employees or agents.

Section Ten Compliance with Laws

Manager shall be responsible for complying with all applicable laws, rules, regulations, ordinances and the like, including obtaining all necessary fees, permits, licenses, and authorizations, the costs of which shall be considered an operating cost, provided that Owner has approved the same. Copies of all such permits, fees, licenses and authorizations shall be provided to Owner.

Section Eleven Attorneys' Fees

In any action to enforce the terms of this Agreement, the prevailing party shall be awarded reasonable costs and attorneys' fees upon demand.

Section Twelve Notices

All notices, demands, or writings in this Agreement provided to be given by either party shall be delivered to the same in person or, if mailed, shall be deemed to have been given when postmarked and addressed as follows.

To Owner: Township of Breitung, PO Box 56, Soudan, MN 55782

To Manager: Susan Chiabotti, PO Box 705, Tower, MN 55790

Manager: Susan Chiabotti

Owner: Township of Breitung

Signature-Susan Chiabotti

Chairman of the Board-Tim Tomsich

Name Printed

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

On this 30th day of November, 2023, before me, a notary public within and for said County, personally appeared Susan Chiabotti, Manager, to be the person described herein and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed.

Notary Public

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

On this 30th day of November, 2023, before me, a notary public within and for said County, personally appeared Timothy Tomsich, Chairman of the Board, Breitung Township to be the person described herein and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed.

Notary Public

2024 McKinley Park Rate Schedule

	<u>2023</u>		<u>2024</u>	
	<u>Electric</u>	<u>Non-Electric</u>	<u>Electric</u>	<u>Non-Electric</u>
Daily	\$49.50	\$29.50		
Weekly	\$300.00	\$195.00		
Monthly	\$1025.00	\$650.00		

Based on 1–4 People per Site, extra person \$5.00 per person

	<u>2023</u>	<u>2024</u>
Seasonal	\$3200.00	
Winter Storage	\$600.00	
Boat Launch	\$10.00	
Seasonal Launch	\$70.00	

Guests may not stay in the unit unless one of the seasonal campers on the lease agreement is present.

No Saturday arrivals

Approved by the Breitung Town Board November 30th, 2023

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, 2024, 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 seventy-eight thousand one hundred and eighty-seven dollars and twenty-one cents (\$78,187.21) per year for the performance of all services covered by this agreement. The annual cost shall be divided into 4 payments of nineteen thousand five hundred forty-six dollars and eighty cents (\$19,546.80). The City agrees to pay the quarterly payments to commence on January 1, 2024. 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, 2024, 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 2024.
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, 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 XXXXXXXXXX, 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 XXXXXXXXXX has authorized the signing of this Agreement.

CITY OF TOWER

By: _____
Mayor David Setterberg

By: _____
City Clerk-Treasurer Michael Schultz

TOWNSHIP OF BREITUNG

By: _____
Chairman Timothy Tomsich

By: _____
Supervisor Charles Tekautz

By: _____
Supervisor Matthew Tuchel

By: _____
Clerk, Dianna Sundahl

Police Contract Costs

	Year 2022	Year 2023	Year 2024	Reason for change
Salary, Benefits, Expenses	\$ 130,104.41	\$ 134,804.41	\$ 141,547.41	Base rate increase \$1.50 x 2080 hours = \$3,120
Expenses Inflation				Payroll burden of 31.44% over 2023 of 28.95% = 4.59% times (annual pay \$31.50 x 2080) = \$3007.37
Part time coverage:				Medical, dental, vision = \$1,446-\$1403 x 12 months = \$17,352
Vacation increased one week				Expenses inflation (\$134904.41+\$3,411.88 = \$138,316.27 less salary & benefits of \$95,959) = \$42,357 x 6% = \$2,1180
Training one week				
State Aid received	\$ (18,902.07)	\$ (4,100.00)	\$ (10,889.42)	Years 2 thru 4 is 80 hours va 40 coverage while at training
Sub Total	\$ 111,202.34	\$ 134,216.27	\$ 135,404.79	Actual state aid received
Vehicle Reserve	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Sick/Vacation	\$ 6,500.00	\$ 6,841.25	\$ 7,169.62	
Total shared expenses	\$ 122,702.34	\$ 146,057.52	\$ 147,574.41	Base rate increase of \$1.50 on \$31.50 rate = 4.8% x \$6,841 = \$328.37
Total divided by 2	\$ 61,351.17	\$ 73,028.76	\$ 73,787.21	
Administrative costs	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	Slight increase in clerk and treasurer salaries and workload
Total Tower contract costs	\$ 65,351.17	\$ 77,028.76	\$ 78,187.21	

updated for 2024

Wages	Time	2024 Pay Rate	Medicare @ 1.45%	PERA @ 18.7%	Unemployment @ .15%	Workers Comp @ 11.14%	Total Bill/Hr
Police Chief	Regular	\$ 31.50	\$ 0.46	\$ 5.89	\$ 0.05	\$ 3.51	\$ 41.40
	OT X1	\$ 47.25	\$ 0.69	\$ 8.84	\$ 0.07	\$ 5.26	\$ 62.11
	OT X2	\$ 63.00	\$ 0.91	\$ 11.78	\$ 0.09	\$ 7.02	\$ 82.81
P/T Officers	Regular	\$ 25.00	\$ 0.36	\$ 4.68	\$ 0.04	\$ 2.79	\$ 32.86
Pay after April 2024	OT L5	\$ 37.50	\$ 0.54	\$ 7.01	\$ 0.06	\$ 4.18	\$ 49.29
	OT X2	\$ 50.00	\$ 0.73	\$ 9.35	\$ 0.08	\$ 5.57	\$ 65.72

Total Workers Comp calc

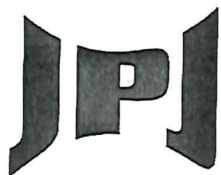
31	0.1114055	
\$31.50/100X9.97%+24%-8%-8%-11.14%		
86119.488	Wages & benefits (\$41.40x2080)	
17352.00	Medic \$1,446X12	
103471.49	Total	

Annual pay - chief

10/31/2023

I have decided to resign from the Breitung Fire Department. Changes in my personal life have me out of the area frequently and have shifted my priorities. I am no longer able to dedicate the time necessary to fulfill my roles with the department.

Sincerely,
Matt Tomsich



Engineering

Land Surveying

Site Development

November 6, 2023

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

**Re: McKinley Park Trail Rebid
Project No. 20-741**

Dear Chairman Tomsich:

Enclosed is Partial Payment Estimate No. 3 for the McKinley Park Trail Rebid project. We recommend payment of \$8,573.46 to Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741 upon receipt of certified payroll reports.

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.

John P. Jamnick, P.E.

JPJ/dj

Enclosure

PARTIAL PAYMENT ESTIMATE

PROJECT: McKinley Park Trail Rebid		PROJECT NO.: 20-741	DATE: October 31, 2023 PAY ESTIMATE NO.: 3 PAGE 1 OF 2
OWNER: Breitung Township P.O. Box 56 Soudan, MN 55782		CONTRACTOR: Mesabi Bituminous, Inc. P.O. Box 728 Gilbert, MN 55741	
		PERIOD OF ESTIMATE FROM: October 23, 2023 TO: October 28, 2023	

CONTRACT CHANGE ORDER SUMMARY			ESTIMATE
No.	Amount		
	Additions	Deductions	
			1. Original Contract \$361,640.00
			2. Change Orders \$0.00
			3. Revised Contract (1+2) \$361,640.00
			4. Work Completed* \$345,530.51
			5. Stored Materials \$0.00
			6. Subtotal (4+5) \$345,530.51
			7. Retainage 5% (\$17,276.53)
			8. Previous Payments (\$319,680.52)
			9. Amount Due (6-7-8) \$8,573.46
TOTALS			
NET CHANGE			*Detailed breakdown attached

CONTRACT TIME		
Original (days): Revised:	On Schedule Yes <input checked="" type="checkbox"/> No	Starting Date: December 20, 2022 Substantial Completion: September 1, 2023 Projected Completion: November 1, 2023

CONTRACTOR'S CERTIFICATION:

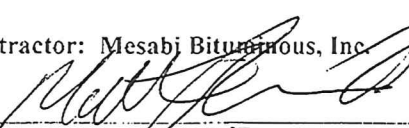
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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: Mesabi Bituminous, Inc.

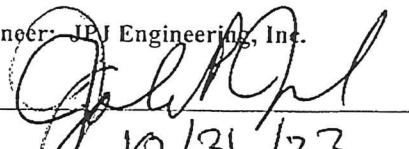
By: 

Date: 11/2/23

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: JPI Engineering, Inc.

By: 

Date: 10/31/23

APPROVED BY OWNER:

Owner: Breitung Township

By: _____

Date: _____

PAY ESTIMATE NO. 3

DATE: October 31, 2023

OWNER: Breitung Township

PROJECT: McKinley Park Trail Rebid

CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

BASE BID

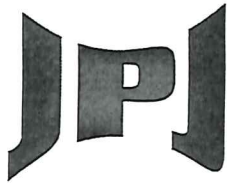
ITEM NO.	DESCRIPTION	QUAN. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2101	CLEARING & GRUBBING	2	ACRE	\$10,000.00	0	\$0.00	2	\$20,000.00
2104	RMV BIT PAVEMENT	1,060	S.Y.	\$2.00	54	\$108.00	537	\$1,074.00
2104	RMV PIPE CULVERT	113	L.F.	\$10.00	0	\$0.00	202	\$2,020.00
2104	RMV & RELOCATE SIGN	1	EACH	\$100.00	0	\$0.00	0	\$0.00
2105	TOPSOIL BORROW	516	C.Y.	\$50.00	0	\$0.00	550	\$27,500.00
2105	COMMON EXCAVATION	100	C.Y.	\$20.00	0	\$0.00	611	\$12,220.00
2105	COMMON BORROW	6,350	C.Y.	\$14.00	477	\$6,678.00	5,020	\$70,280.00
2211	AGG BASE, CLASS 5 (CV)	940	C.Y.	\$28.00	0	\$0.00	584	\$16,352.00
2215	RECLAMATION	6,850	S.Y.	\$2.10	147	\$308.70	6,067	\$12,740.70
2221	AGG SHOULDERING	50	C.Y.	\$40.00	0	\$0.00	92	\$3,680.00
2360	TYPE SP WEARING COURSE (2-1/2")	1,325	TON	\$96.00	0	\$0.00	1,429.61	\$137,242.56
2501	12" CMP CULVERT	120	L.F.	\$50.00	24	\$1,200.00	290	\$14,500.00
2501	12" CMP APRON	8	EACH	\$365.00	2	\$730.00	12	\$4,380.00
2506	ADJUST FRAME & RING CASTING	4	EACH	\$250.00	0	\$0.00	1	\$250.00
2511	RANDOM RIPRAP, CLASS III	20	C.Y.	\$40.00	0	\$0.00	60	\$2,400.00
2540	BENCH	3	EACH	\$2,700.00	0	\$0.00	0	\$0.00
2573	SILT FENCE, MACHINE SLICED	4,500	L.F.	\$5.25	0	\$0.00	2,545	\$13,361.25
2573	CULVERT END CONTROLS	4	EACH	\$210.00	0	\$0.00	8	\$1,680.00
2575	TEMPORARY MULCH	2	ACRE	\$1,575.00	0	\$0.00	0	\$0.00
2575	SEEDING	2	ACRE	\$2,625.00	0	\$0.00	1.2	\$3,150.00
CO #1	EROSION CONTROL BLANKET	0	S.Y.	\$3.00	0	\$0.00	900	\$2,700.00

TOTAL WORK COMPLETED THIS PERIOD - Base Bid.....

\$9,024.70

TOTAL WORK COMPLETED TO DATE - Base Bid.....

\$345,530.51



Engineering

Land Surveying

Site Development

INVOICE

October 31, 2023

Please make checks payable to:

JPJ Engineering, Inc.

Federal Tax ID #: 27-4371358

The Honorable Tim Tomsich
Chairman, Breitung Township
P.O. Box 56
Soudan, MN 55782-0056

Project: **Infrastructure Improvements - Poplar / Church / Spring**
Project No.: 22-003
Invoice No.: 6
Invoice Period: September 11, 2023 thru October 4, 2023

For professional engineering services provided to the Breitung Township for the above mentioned project.
Services performed included the following:

Item	Contract Amount	Percent Cmplt	Amount Billed To Date	Contract Amount Remaining	Amount Previously Invoiced	Current Invoice Amount
Design Fee (5% of \$346,000)	\$17,300.00	100%	17,300.00	0.00	17,300.00	0.00
Construction Management	Hourly		13,500.23		10,048.87	3,451.36
Subtotal	\$17,300.00		\$30,800.23	\$0.00	\$27,348.87	\$3,451.36
GRAND TOTAL	\$17,300.00		\$30,800.23	\$0.00	\$27,348.87	\$3,451.36

TOTAL AMOUNT DUE THIS INVOICE\$3,451.36

Approved by:

John P. Jamnick, Principal Engineer

Invoices are due and payable upon receipt. Invoices not paid within 30 days of the date rendered will be assessed a finance charge of 1.0% per month for each month beyond 30 days past due.

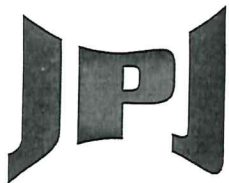
425 Grant Street
5670 Miller Trunk Hwy

P.O. Box 656
Suite A

Hibbing, MN 55746
Duluth, MN 55811
www.jpjeng.com

218-262-5528
218-720-6219

218-262-5059 (Fax)
218-720-6267 (Fax)



Engineering

Land Surveying

Site Development

INVOICE

October 31, 2023

Please make checks payable to:

JPJ Engineering, Inc.

Federal Tax ID #: 27-4371358

The Honorable Tim Tomsich
Chairman, Breitung Township
P.O. Box 56
Soudan, MN 55782-0056

Project: **Stuntz Bay Road Improvements**
Project No.: 21-923
Invoice No.: 5
Invoice Period: September 2023

For professional engineering services provided to the Breitung Township for the above mentioned project.
Services performed included the following:

Item	Contract Amount	Percent Cmpl.	Amount Billed To Date	Contract Amount Remaining	Amount Previously Invoiced	Current Invoice Amount
Design Fee (4.5% of \$469,000)	\$21,100.00	100%	21,100.00	0.00	21,100.00	0.00
Bidding Documents to St. Louis County	Hourly		3,037.50		2,065.00	972.50
Subtotal	\$21,100.00		\$24,137.50	\$0.00	\$23,165.00	\$972.50
Extra:						
MPCA Construction Stormwater Permit Fee	\$405.00		405.00		0.00	405.00
GRAND TOTAL	\$21,505.00		\$24,542.50	\$0.00	\$23,165.00	\$1,377.50

TOTAL AMOUNT DUE THIS INVOICE\$1,377.50

Approved by:

John P. Jamnick, Principal Engineer

Invoices are due and payable upon receipt. Invoices not paid within 30 days of the date rendered will be assessed a finance charge of 1.0% per month for each month beyond 30 days past due.

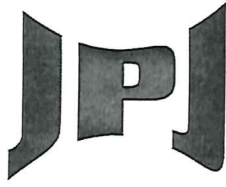
425 Grant Street
5670 Miller Trunk Hwy

P.O. Box 656
Suite A

Hibbing, MN 55746
Duluth, MN 55811
www.jpjeng.com

218-262-5528
218-720-6219

218-262-5059 (Fax)
218-720-6267 (Fax)



Engineering

Land Surveying

Site Development

INVOICE

October 31, 2023

Please make checks payable to:

JPJ Engineering, Inc.

Federal Tax ID #: 27-4371358

The Honorable Tim Tomsich
Chairman, Breitung Township
P.O. Box 56
Soudan, MN 55782-0056

Project: **McKinley Park Trail**
Project No.: 20-741
Invoice No.: 8
Invoice Period: September 11, 2023 thru September 22, 2023

For professional engineering services provided to the Breitung Township for the above mentioned project.
Services performed included the following:

Item	Contract Amount	Percent Cmpl.	Amount Billed To Date	Contract Amount Remaining	Amount Previously Invoiced	Current Invoice Amount
Engineering Design Fee (6% of \$361,000)	\$21,660.00	100%	21,660.00	0.00	21,660.00	0.00
Environmental	\$4,000.00	100%	4,000.00	0.00	4,000.00	0.00
Construction Management/Staking	Hourly		26,092.68		25,071.92	1,020.76
Subtotal	\$25,660.00		\$51,752.68	\$0.00	\$50,731.92	\$1,020.76
GRAND TOTAL	\$25,660.00		\$51,752.68	\$0.00	\$50,731.92	\$1,020.76

TOTAL AMOUNT DUE THIS INVOICE**\$1,020.76**

Approved by:

John P. Jamnick, Principal Engineer

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**TOWNSHIP OF BREITUNG
RESOLUTION NO. 2023-30**

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

RESOLUTION ACCEPTING DONATIONS

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

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

Name of Donor	Donations	Date
1. Gregory & Denise Kuchan	\$15.00	10/26/2023
2. Bob & Renee Pearson	\$100.00	11/03/2023
3. Paul Pischler	\$50.00	10/20/2023
4. Dan & Denise Wiirre	\$10.00	10/26/2023

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

Donation Number	Terms or Conditions
1. Gregory & Denis Kuchan	Police Department
2. Bob & Renee Pearson	Police Department
3. Paul Pischler	Road and Bridge
4. Dan & Denise Wiire	Police Department

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

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

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

1. The donations described above are accepted and shall be used in accordance with noted terms or conditions either alone or in cooperation with others, as allowed by law.

2. The town clerk is hereby directed to acknowledge to each donor the town's acceptance of the donor's donation.

Adopted by the Town Board of Breitung Township on November 30th, 2023. Chairman Tim Tomsich, Supervisor Charles Tekautz, and Supervisor Matthew Tuchel

Ayes:

Nays:

Approved: Chairperson

Attested: Clerk

Timothy Tomsich – Chairman

Dianna Sundahl - Clerk