

Township of Breitung Agenda-Regular Board Meeting

Township of Breitung Regular Board Meeting 09/19/2024

Breitung Community Center 6:00 PM

- Call the meeting to order/Roll Call
- Acceptance of Agenda
- Approval of Minutes
 - 08/15/24 Regular Board Meeting
- Approval of August 2024 Treasurer's Report
 - Checks Written 49052 – 49151
 - Total Disbursements - \$123,867.44
 - Fund Balance - \$558,478.56
 - Voided Checks - None
- Correspondence
 - None
- Public Input

Reports:

- Police-Attached
- Fire-Attached
- Road and Bridge-Attached
- Recreation
- Wastewater Board
- Ambulance Commission
- Housing-Attached

Old Business

- 2025 Infrastructure – IRRR
- 2025 Culture & Tourism – IRRR
- Current Infrastructure Projects
- Loop Trail Connection
- Thompson Farm Road – LRIP Update
- Blight
- Ordinance Number 90-03A – Water & Sewer
- Flood/FEMA process
- Police Clerical Support Request

New Business

- Pay Bills as presented
- 2023 Infrastructure Improvements – Pay Request
- Resolution 2024-21 – Property Tax Levy Certification
- Resolution 2024-22 – Accepting Funds IRRR Infrastructure 2025
- Resolution 2024-23 – Election Judge Certification
- MN DNR Cooperative Agreement – Thompson Farm Road
- Police Contract with City of Tower
- Big Truck Night – September 26, 2024

Next Board Meeting

Regular Board Meeting: October 17, 2024 at 6:00 PM at the Breitung Community Center

Adjourn

Township of Breitung Regular Board Meeting 08-15-24 at 6:00 PM. In Person Meeting at the Breitung Community Center

Present In Person:

Board Members: Chairman Tim Tomsich, Supervisor Matt Tuchel, Supervisor Erin Peitso, Clerk Amber Zak, Treasurer Jorgine Gornick

Public: Tom Gorsma, Dan Reing, John Jamnick, Terry Carlson (The Tower News), Jen Shuster-Dahlin (The Tower News), Jodi Summit (The Timberjay), Jim Battin, Trudy Hendricks, Dianna Sundahl and Terry Sundahl (arrived at 6:51 PM), Karen Wellander, Rick Newton, Kalee Bjorgo (last three left at 6:35 PM)

Call to Order at 6:00 PM by Chairman Tim Tomsich

Acceptance of Agenda

Motion by Supervisor Peitso to accept the agenda as presented
2nd by Supervisor Tuchel
Motion Passed 3-0

Approval of Minutes and Treasurer's Report

Motion by Supervisor Tuchel to approve the minutes of the 07/18/24 Regular Board Meeting as presented and the July 2024 Treasurer's Report as presented
2nd by Supervisor Peitso
Motion passed 3-0

Correspondence

- o None

Public Input

None

Reports

- Police – Attached, Chief Reing commented that there had been continued instances of speeding as well as minors out past curfew, which he had addressed. Audience member Rick Newton commented his appreciation for extended patrolling and that there had been less issues with minors in the area.
- Fire – Attached
- Road and Bridge – Attached, Maintenance Supervisor Gorsma commented that the work on flood damaged areas continues and that the sewer laterals on Church Street had been completed.
- Recreation – None
- Wastewater Board – Supervisor Tuchel discussed updates on the Water Treatment Facility, noting that the old buildings had been removed, wells were to be capped, and that the logging work on Breitung Township property was nearly complete. The next step on the Rapid Filtration Bed project would be to work with the engineer and driller to choose points for drilling samples.

- Ambulance Commission – Supervisor Tuchel discussed a meeting held with the Ely Hospital CEO regarding the option to form a combined ambulance service with Ely, Tower-Soudan, and Babbitt under the umbrella of the Ely-Bloomenson Community Hospital. The positives of a move like this would include higher levels of care, training, and leadership. He noted that the presentation did not include any dollar amounts or staffing options, two major points that would need to be addressed in order to get the communities to sign on to such an endeavor. The next meeting for the ambulance commission would be on August 26, 2024. Additionally, he mentioned that the new ambulance should be here in the next week or two.
- Housing – Attached

Reports so noted.

Old Business:

2024 Infrastructure – IRRR

The Thompson Farm Road, Center Street, and Echo Point project was discussed; Chairman Tomsich noted that the IRRR Pre-Application had been approved and that the Township was now able to make the final application for grant funding, due September 30th. It was requested that JPJ review the initial cost estimate to be sure it was accurate given rising material and labors costs and it was confirmed that the project also included Swamp Road (adjacent to Echo Point Road). Additionally, it was noted that Breitung now holds contract with CDBG for the work on Center Street and Chairman Tomsich requested that JPJ survey the project and get it ready for bid. A request for a letter of support had been sent to Fortune Bay, and the project is currently awaiting fund commitment letters from the MN-DNR and the Prospector ATV Club. It was noted that a resolution would need to be passed at the September meeting to make the full application

2024 Culture & Tourism - IRRR

Supervisor Peitso requested a cost estimate from JPJ for updates to the dugouts and crow's nest. Once we have the estimate, we would be able to consider making application for the grant.

Blight

Chief Reing noted that there had been some improvements and that more and more had been getting done. He would continue to monitor known blight sites and contact property owners as necessary.

Ordinance Number 90-03A – Water & Sewer

Continuing agenda item – ordinance still under review by the water commission.

Flood

Chairman Tomsich noted that Breitung Township is on the books with FEMA and that we are currently in waiting mode to be contacted by FEMA directly for infrastructure repairs/improvements. Clerk Zak noted St Louis County had opened a Crisis Management Center for residents affected by the flooding. Chairman Tomsich discussed the Water Commission providing interest-free loans up to \$5,000 for flood damages. Audience member Rick Newton questioned whether anything was being done to deter this from happening again should the area receive similar weather in the future. Chairman Tomsich noted that the Township had been making slow progress by addressing and improving sewer laterals. Supervisor Tuchel took the opportunity to explain that in the past 25 years the Township has invested millions of dollars to improve their wastewater infrastructure and that the rainfall that occurred this year was even more significant than what was had in 1999; it took a lot more rain this time to do the same damage that was done last time, had the improvements not been made, the damages could have been far worse.

McKinley Park

Supervisor Peitso reported that there had been an additional theft of coins from the shower, a camera had been purchased and was in the process of being installed outside the store. Campground managers had requested to have a way to have guests get ahold of them in the off season, it was determined that the phone line would be kept on throughout the off-season so messages could be left.

New Business:

Pay Bills as Presented

Motion by Supervisor Tuchel to Pay Bills as Presented

2nd by Supervisor Peitso

Motion Passed 3-0

Police Clerical Support Request

Chief Reing provided a letter of request accompanied by a job description to hire clerical support for his office. Due to increasing need for paperwork, his time spent in the office was limiting his time spent in the field; he estimated that he would need someone to work roughly 4 hours/week. Questions from board members included whether the position would need to be a union employee, whether a portion of the money should be requested from the City of Tower, research should be done on pay. Chief Reing agreed to look further into the matter.

Police Pursuit Model Policy

Chief Reing presented an updated Police Pursuit Model Policy, which was provided by the Post Board. The Post Board provides the minimum regulations, police department will not deviate from their policies. Motion made by Supervisor Tuchel to keep all Breitung Police Department policies in compliance with post board policies now and in future updates.

2nd by Supervisor Peitso

Motion passed 3-0

2025 Levy Discussion

Chairman Tomsich discussed that the June 2024 flood showed us how vulnerable the Township of Breitung is to natural disasters, he recommended that the board present a levy increase of \$50,00.00, breakdown as follows:

\$5,000 to General Fund – Liability & Worker's Compensation Insurance

\$5,000 to Road & Bridge – Medical insurance, benefits & wages

\$40,000 to Road & Bridge – Road maintenance & snow removal

The increase would result in a 7.25% raise in levy, Chairman Tomsich indicated that this would help to improve roads and mitigate future issues. Supervisor Tuchel raised concern about the high percentage increase, sharing that he felt residents could be unhappy about it.

Motion made by Supervisor Tuchel to recommend \$50,000 levy increase per parameters above

2nd by Supervisor Peitso

Motion passed 3-0

DRAFT

Continuation of Annual Meeting

Thursday, August 15th, 2024 at 7:00 PM at the Breitung Community Center

Next Regular Board Meeting

Thursday, September 19th, 2024 at 6:00 PM at the Breitung Community Center

Adjourn

Motion by Supervisor Tuchel to adjourn the meeting at 7:36 PM

2nd by Supervisor Peitso

Motion passed 3-0



Respectfully Submitted

Amber Zak

Clerk, Breitung Township

TOWNSHIP OF BREITUNG

Aug-24

GENERAL	238,321.89
ROAD & BRIDGE	59,121.36
FIRE	48,395.85
PARK	23,437.62
RECREATION	13,633.71
POLICE	67,145.65
PROJECTS	35,348.15
WATER DEPT	73,074.33
ARPA	0.00
TOTALS	558,478.56



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

August 2024 Monthly Report

Calls for Service (ICRs) 120

Citations 4

- 1 adult male citation for speed (82/60)
- 1 adult male citation for speed (81/60)
- 1 adult female citation for blight violation
- 1 juvenile male citation for curfew violation in Breitung Township

Arrests 2

- 1 adult male arrested for DWI, refusal to test, giving a false name to a police officer
- 1 juvenile male arrested felony fleeing in a motor vehicle



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DANIEL REING
CHIEF OF POLICE

Summer has just about ended; it looks like early September is forecasted to be above average. Maybe we will have a bit longer warmth than usual. August was a busy month; the number of calls is smaller but the calls were bigger and included more investigating. School is coming soon. I plan to teach G.R.E.A.T. in the schools again this year, both fall and spring classes at area schools. Speeding traffic between Tower and Soudan was a common complaint for the month. With the increased road construction speeds have slowed though. Juvenile curfew complaints were down considerably from earlier in the summer. Please drive safely. Have a good rest of the week.

Daniel Reing
Chief of Police
Breitung Police Department

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

August 2024 Fire Dept Report

Our regular monthly fire department meeting was held on 09/11/2024.

This month's training for August was conduct by an outside agency Blue Fire and we trained on our CAFS system on our Recue Vehicle.

We received five calls for service this month. One arching powerline on Superior Street, Assisted Greenwood Fire Department with a rolled over cement truck, Assisted Tower Fire with an alarm at their city hall, a report of a powerline down and burning at an address on Center Street in Soudan, and we assisted with a funeral procession in Ely.

Road and Bridge report September 2024

Usual mowing and trimming

Mesabi Bituminous working on Church St., 1st Ave. and Stuntz bay road

Patching streets with cold mix

Continue to do flood restoration and mitigation

Tree and brush removal

Building maintenance at baseball field

Ongoing maintenance at hockey rink

Maintenance on equipment

Housing Committee Report

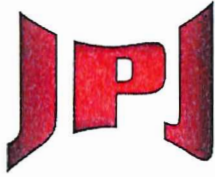
September 2024

Dianna Sundahl

- MHP Housing Workshop is October 2nd and 3rd in Grand Rapids where we will meet with funders from around the area.
- Tower Area Collaborative met September 11th @ Tower City Hall. Met with Developer and discussed different properties. Their development team plans on coming to the Tower area in October. Will be meeting with another developer end of September via Zoom.
- NTS was the lower bid for soil borings for the property on Main St., will work with IRRR for funding source and then move forward with NTS to do soil borings
- The TAC Team will discuss in further detail the planning of a Community Meeting after meeting with developers and possibly after soil borings-maybe open house type of meeting
- MHP is hosting an Emerging Developers Initiative 2024 for the Iron Range-Next meeting is September 21st, in Cloquet.

If anyone has any questions, feel free to contact Dianna Sundahl @ deputyclerk@breitungtownship.org

Dianna Sundahl



Engineering

Land Surveying

Site Development

September 19, 2024

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

**Re: 2023 Infrastructure Improvements
Project No. 22-126**

Dear Chairman Tomsich:

Enclosed is Partial Payment Estimate No. 1 for the 2023 Infrastructure Improvements project. We recommend payment of \$240,636.28 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 it 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'.

John P. Jamnick, P.E.

JPJ/dj

Enclosure

PARTIAL PAYMENT ESTIMATE

PROJECT: 2023 Infrastructure Improvements		PROJECT NO.: 22-126	DATE: September 17, 2024 PAY ESTIMATE NO.: 1 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: September 3, 2024 TO: September 14, 2024	

CONTRACT CHANGE ORDER SUMMARY			ESTIMATE
No.	Amount	Deductions	
	Additions		
CO #1	\$0.00	\$0.00	1. Original Contract \$286,944.00
CO #2	\$38,000.00		2. Change Orders \$38,000.00
			3. Revised Contract (1+2) \$324,944.00
			4. Work Completed* \$253,301.35
			5. Stored Materials \$0.00
			6. Subtotal (4+5) \$253,301.35
			7. Retainage 5% (\$12,665.07)
			8. Previous Payments \$0.00
TOTALS	\$38,000.00	\$0.00	9. Amount Due (6-7-8) \$240,636.28
NET CHANGE	\$38,000.00		*Detailed breakdown attached

CONTRACT TIME		
Original (days): Revised:	On Schedule <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Starting Date: March 1, 2024 Revised Completion Date: August 31, 2024

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.

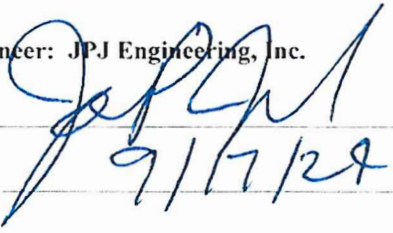
By _____

Date _____

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: JPJ Engineering, Inc.

By 

Date 9/17/24

APPROVED BY OWNER:

Owner: Breitung Township

By _____

Date _____

PAY ESTIMATE NO. 1

DATE: September 17, 2024
 OWNER: Breitung Township
 PROJECT: 2023 Infrastructure Improvements
 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
2104	RMV CURB AND GUTTER	480	L.F.	\$4.50	663	\$2,983.50	663	\$2,983.50
2104	RMV BIT PAVEMENT	3,070	S.Y.	\$4.60	3,376	\$15,529.60	3,376	\$15,529.60
2104	MILL BIT PAVEMENT	580	S.Y.	\$20.00	544	\$10,880.00	544	\$10,880.00
2104	RMV CONCRETE WALK	130	S.Y.	\$10.00	187	\$1,870.00	187	\$1,870.00
2104	RMV SANITARY MANHOLE	1	EACH	\$2,000.00	2	\$4,000.00	2	\$4,000.00
2104	RMV SANITARY SEWER	30	L.F.	\$20.00	29.5	\$590.00	29.5	\$590.00
2105	COMMON EXCAVATION	1,850	C.Y.	\$18.00	1,715	\$30,870.00	1,715	\$30,870.00
2105	TOPSOIL BORROW	10	C.Y.	\$100.00	0	\$0.00	0	\$0.00
2105	SELECT GRAN BORROW (CV)	1,080	C.Y.	\$22.50	773.5	\$17,403.75	773.5	\$17,403.75
2112	GEO SEP FABRIC, TYPE V	3,240	S.Y.	\$2.00	351	\$702.00	351	\$702.00
2112	GEO SEP FABRIC, TYPE VI	2,820	S.Y.	\$5.00	2,963	\$14,815.00	2,963	\$14,815.00
2211	AGG BASE, CLASS 5 (CV)	750	C.Y.	\$38.00	739	\$28,082.00	739	\$28,082.00
2360	TYPE SP WEARING COURSE	360	TON	\$88.00	0	\$0.00	0	\$0.00
2360	TYPE SP NON-WEARING COURSE	360	TON	\$86.00	0	\$0.00	0	\$0.00
2506	CONST SAN MANHOLE	1	EACH	\$6,000.00	1	\$6,000.00	1	\$6,000.00
2506	CONST SAN MNAHOLE - 6' DROP	1	EACH	\$13,000.00	1	\$13,000.00	1	\$13,000.00
2506	ADJUST FRAME & RING CAST	10	EACH	\$1,180.00	6	\$7,080.00	6	\$7,080.00
2521	4" CONCRETE WALK	860	S.F.	\$11.00	1,036	\$11,396.00	1,036	\$11,396.00
2531	CONC C&G, DES B618	480	L.F.	\$60.50	705	\$42,652.50	705	\$42,652.50
2563	TRAFFIC CONTROL	1	L.S.	\$3,000.00	1	\$3,000.00	1	\$3,000.00
2573	SILT FENCE	100	L.F.	\$6.00	0	\$0.00	0	\$0.00
2573	CONST SITE EXIT CONTROLS	2	EACH	\$500.00	0	\$0.00	0	\$0.00
2573	STORM DRAIN INLET PROTECT	8	EACH	\$200.00	0	\$0.00	0	\$0.00
2575	TEMPORARY MULCH	0.1	ACRE	\$1,000.00	0	\$0.00	0	\$0.00
2575	SODDING, LAWN TYPE	110	S.Y.	\$12.00	0	\$0.00	0	\$0.00
2582	PAVEMENT MARKINGS 2.5' SOLID WHITE LINE	1	L.S.	\$500.00	0	\$0.00	0	\$0.00
2582	PAVEMENT MARKINGS 24" SOLID WHITE LINE	1	L.S.	\$500.00	0	\$0.00	0	\$0.00
2621	8" PVC SANITARY SEWER	60	L.F.	\$66.00	29.5	\$1,947.00	29.5	\$1,947.00
2621	CON TO EX SAN SEWER MAIN	5	EACH	\$500.00	5	\$2,500.00	5	\$2,500.00
2625	PIPE INSULATION	7	S.Y.	\$66.00	0	\$0.00	0	\$0.00
CO #2	DRAINTILE / INSULATE 24" STORM DRAIN INLET PROTECT	0	L.S.	\$38,000.00	1	\$38,000.00	1	\$38,000.00

TOTAL WORK COMPLETED THIS PERIOD - Base Bid..... \$253,301.35

TOTAL WORK COMPLETED TO DATE - Base Bid..... \$253,301.35

TOWNSHIP OF BREITUNG
RESOLUTION NO. 2024-21

DRAFT

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG

RESOLUTION TO CERTIFY FINAL 2025 BREITUNG TOWNSHIP PROPERTY TAX
LEVY TO SAINT LOUIS COUNTY

WHEREAS, the State of Minnesota statute requires that the Breitung Township Board certify a property tax levy to the Saint Louis County Auditor’s Office Tax Division; and

WHEREAS, the Breitung Township Board hereby adopts the following property tax levy for Breitung Township for payable year 2025 is as follows; and

General Fund	\$150,057.00	20.28%
Road and Bridge	\$339,967.00	45.95%
Fire	\$77,955.00	10.54%
Recreation	\$38,056.00	5.15%
Police	\$133,965.00	18.08%
Total	\$740,000.00	100%

WHEREAS, the property tax levy tax base for the Township of Breitung for payable year 2025 is as follows; and

Tax Capacity Based Levy \$740,000.00

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

Upon vote taken, the following voted by Chairman Tomsich, Supervisor Peitso, Supervisor Tuchel:
For:
Against:

Whereupon said Resolution NO. 2024-21 was declared duly passed and adopted this 19th day of September, 2024.

Timothy Tomsich, Chairman

Amber Zak, Clerk

TOWNSHIP OF BREITUNG
RESOLUTION NO. 2024-22

DRAFT

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG

RESOLUTION AUTHORIZING THE TOWNSHIP OF BREITUNG TO
MAKE APPLICATION TO AND ACCEPT FUNDS FROM IRRR FY25
COMMUNITY INFRASTRUCTURE PROGRAM

WHEREAS THE authorizing authority approves of the attached application for the Township of Breitung Infrastructure Improvements project FY 2025; and

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

NOW BE IT RESOLVED that the authorizing authority of the Township of Breitung does adopt this resolution. Chairman Tomsich, Supervisor Peitso, Supervisor Tuchel in attendance

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution NO. 2024-22 was declared duly passed and adopted this 19th day of September, 2024.

Timothy Tomsich – Chairman

Amber Zak - Clerk

**RESOLUTION APPOINTING
ELECTION JUDGES
2024-23**

DRAFT

WHEREAS: Minnesota Statutes § 204B.21 allows Breitung Township to appoint election judges;

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

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

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

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

Michelle Anderson

Laura Zollar

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

WHEREAS: 11 / 05 /2024 is the date of the election in which the election judge is to serve;

NOW, THEREFORE BE IT RESOLVED: the Town Board of Breitung Township hereby appoints the following election judges as eligible to serve in the Presidential Election on November 5th, 2024, pending completion of their training and otherwise qualifying for the office:

Michelle Anderson

Laura Zollar

BE IT FURTHER RESOLVED: the Town Board of Breitung Township hereby authorizes any election judge to be compensated as required by Minnesota Statutes § 204B.31, in an amount set by the Town Board at their regular hourly rates for the clerk and deputy clerk and at \$ 17.00 per hour for all other trained election judges, which is not less than the prevailing Minnesota minimum wage, (plus meals the day of the election) ;

BE IT FURTHER RESOLVED: the Town Board of Breitung Township hereby authorizes the Town

Clerk to add additional election judges as needed and allowed by Minnesota Statutes § 204B.21.

Passed this 19th day of September, 2024

BY THE BREITUNG TOWN BOARD: Chairman Tomsich, Supervisor Peitso, Supervisor
Tuchel

Ayes:

Nayes:

Tim Tomsich, Town Board Chair

Attest:

Amber Zak, Township Clerk

DRAFT



DRAFT

LAKE VERMILION – SOUDAN UNDERGROUND MINE
STATE RECREATION AREA
STATE RECREATION AREA OHV CONNECTION
THOMPSON FARM ROAD IMPROVEMENTSN
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE TOWNSHIP OF BREITUNG

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and the Township of Breitung, hereinafter referred to as the “Township.”

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Laws 2020 Chapter 3, Article 5, Section 38, to establish, develop, maintain and operate the Lake Vermilion State Recreation Area as a secondary unit of Lake Vermilion-Soudan Underground Mine State Park as authorized under Minnesota Statutes Section 85.012 subd. 38a; and

WHEREAS, the State and the Township are authorized under Minnesota Statutes Section 471.59, to enter into agreements to exercise common power jointly or cooperatively; and

WHEREAS, the Town owns or has easement over the rights of way of the Thompson Farm Road, a Township administered public road located, located Section 34, T62N, R15W, St. Louis County; as shown in the map attached and incorporated into this agreement as Exhibit A; and

WHEREAS, the State has the authority under Minnesota Laws 2020 Chapter 3, Article 5, Section 38, to provide recreational All Terrain Vehicle (ATV) trail connection between the Lake Vermilion State Recreation Area and the Taconite State Trail, herein after referred to as the “ATV Trail Connection”; and

WHEREAS, the State and the Township have determined that locating the ATV Trail Connection along and adjacent to the Township administered, Thompson Farm Road, represents the preferred alignment for the State ATV Trail Connection and its development is of high priority; and

WHEREAS, the State has been provided funding by the Minnesota Legislature for the development, operations, administration and maintenance of the legislatively authorized ATV trail system and supporting facilities; and

WHEREAS, the Township has been awarded funding through the Minnesota Department of Transportation and St. Louis County for the upgrading, improvement and realignment of the Thompson Farm Road; and

WHEREAS, the Township and the State, are prepared to cooperate on the upgrading, improvement and realignment of the Thompson Farm Road to accommodate the State ATV Trail Connection herein after referred to as the “Project”, and

WHEREAS, the Township in consultation with the State has prepared preliminary plans and specifications for the Project which are attached and incorporated into this agreement as Exhibit B; and

WHEREAS, the Preliminary Plan as developed by the Township addresses the applicable requirements of the Americans with Disabilities Act (ADA); and

WHEREAS, the Preliminary Plan as developed by the Township has been reviewed and approved by the State; and

WHEREAS, the Township is prepared to be the lead agency for the completion of all required Project engineering and design, preparation of final plans and specifications and the construction of the Project, including all construction contracting and contract administration, construction, engineering and inspection, from contract award through construction completion and certification; and

WHEREAS, the State is prepared to provide the Township both technical and funding assistance for the Project to assure that the completion of the State ATV Trail Connection; and

WHEREAS, the State shall be permitted to review and approve the Final Plans and Specifications for the Project, as developed by the Township; and

WHEREAS, upon completion of the Project, the State and the Township intend to cooperate on the operations and maintenance of the State ATV Trail Connection; and

WHEREAS, upon completion of the Project, the Township shall be solely responsible for the operations, maintenance, and administration of Thompson Farm Road; and

WHEREAS, upon completion of the Project, the State and the Township may develop separate annual maintenance agreements for the operations and maintenance of the State ATV Trail Connection; and

WHEREAS, a resolution or copy of the Township Board meeting minutes authorizing the Township to enter into this agreement is attached and incorporated into this agreement as **Exhibit C**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State is prepared to provide technical and funding assistance with the Project, including the development of a formal State ATV Trail Connection along and adjacent to the Township Farm Road; and
- b. The State has been provided the opportunity to review and approve the preliminary plans and specification for the Project, which includes the development of a designated, corridor to accommodate the State ATV Trail Connection, as identified in **Exhibit B**.
- c. The State shall be provided the opportunity to review and approve the final plans and specifications for the Project specific to the State ATV Trail Connection.
- d. The State shall be permitted to review and approve any construction contract for the Project. Written approval and concurrence to award the construction contract will be provided to Township by the State's designated Project Contact
- e. The State shall be permitted to review and approve all revisions to the Final Project Plans and specifications proposed by the Township prior to or during construction that will directly the State ATV Trail Connection. State approval and comment will be provided to the Township by the State's designated Project Contact within one (1) week of receiving the proposed revision.
- f. The State shall be permitted to request revisions to the final Project plans and specifications for prior to and during construction. The State shall submit proposed revisions to the Township's Project Contact for review and approval.
- g. The State shall permit the Township to review and approve all revisions to the State ATV Trail Connection as proposed by the State during the term of this Agreement that will directly affect the Thompson Farm Road.
- h. Upon Completion of the Project, the State shall be solely responsible for the operations,

maintenance, and administration of the State ATV Trail Connection.

- i. The State reserves the right to inspect the premises at all times to ensure that the Township is in compliance with the terms of this Agreement.
- j. Upon completion of the Project, the State and the Township may cooperatively develop separate annual Agreements for the operations and maintenance of the State ATV Trail Connection.

II. TOWNSHIP'S DUTIES AND RESPONSIBILITIES

- a. The Township has developed preliminary plans and specifications for the development of the Project, as identified in **Exhibit B**, which includes the development of a designated, corridor to accommodate the State ATV Trail Connection.
- b. The Township is prepared to develop the required final plans and specifications for the development of the Project, which includes the development of a designated, corridor to accommodate the State ATV Trail Connection and is consistent with **Exhibit B**.
- c. The Township is prepared to be the lead in the construction of the Project, including the State ATV Connection Trail.
- d. The Township shall prepare and secure all federal, state, and local permits necessary for the construction of the Project.
- e. The Township shall perform all necessary bid advertisement, contract administration, construction, construction engineering, and construction inspection required for the completion of the Project, from contract award to certification of the final payment.
- f. The Township may not award any construction contract for the Project without approval by the State. Written approval and concurrence to award the construction contract will be provided to the Township by the State's designated Project Contact
- g. The Township shall implement all revisions to the Final Project Plans and specifications for the State ATV Trail Connection proposed by the State prior to or during construction. Township comment will be provided to the State by the Township's designated Project Contact.
- h. The Township reserves the right to inspect the premises at any time to ensure that the State complies with the terms of this Agreement.
- i. Upon completion of the Project, the State and the Township may cooperatively develop separate annual Agreements for the operations and maintenance of the State ATV Trail Connection.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a) above, however, the total obligation of the State for the construction of the facility under Article I (a), as referenced in the Plan, is not to exceed **\$20,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* **August 31, 2024**, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* **August 31, 2026**, or when all obligations under Article II (b)(c)(d)(e)(f)(g)(h) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (b)(c)(d)(e)(f)(g)(h)(i)(j) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the Township's presentation of invoices for services performed and acceptance of such services by the State's Project Contact. The Township will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

The Township may seek reimbursement of all construction engineering and construction associated with the State ATV Trail Connection including the development of final plans and specifications as eligible costs from the State.

IV. TERM

- a. *Effective Date:* **August 31, 2024** or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The State shall not begin work under this Agreement until it is fully executed and the Township has been notified by the State's authorized representative that work is to begin.
- b. *Expiration Date:* **August 31, 2034** for a period of ten (10) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each one (1) year period unless the required notice is given.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The Township's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the Township relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor, and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The Township hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the Township.

DRAFT

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the Township by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the Township shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the Township notice of lack of funding within a reasonable time of the State's receiving that notice.

This agreement may also be cancelled by the Township at any time with cause or as necessary prior to the States awarding of a Construction contract and upon thirty (30) days written notice to the State.

X. GOVERNMENT DATA PRACTICES

The Township and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Township under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the Township or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this agreement 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 Township individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and the Township. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this 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 agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand, or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Jordan Schaefer, Parks and Trails Division District Supervisor, Minnesota Department of Natural Resources, 1201 East Hwy 2, Grand Rapids, MN 55744, 218-328-8790, Jordan.Schaefer@state.mn.us or his/her successor.

The Township's Authorized Representative is Tim Tomisch, Township Chairman, Breitung Township, 33 First Avenue, Soudan MN 55782, 218-753-6020, chariman@breitungtownship.org or his/her successor.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DRAFT

DEPARTMENT OF NATURAL RESOURCES

TOWNSHIP OF BREITUNG

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

TOWNSHIP OF BREITUNG

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

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

Signed: Karen Potvin

Digitally signed by Karen
Potvin

Date: 2024.09.04 07:45:36
-05'00'

Date: _____

Contract: 256483/PO# 3000262412

TOWNSHIP OF BREITUNG SHELTER USE/RESERVATION FORM

Township of Breitung
33 1st Ave P.O. Box 56
Soudan, MN 55782
218-753-6020
clerk@breitungtownship.org

NAME: Sarah Hansen T.S. School

Address: 415 N 2nd St // PO Box 469 City/Zip Tower MN 55790

Day Time Phone #: TS School 218-753-4040 Evening Phone #: Sarah C: 218-235-9030

Signature: Sarah Hansen Date: Sept 3 2024

I hereby assume that this property will be under my care, custody, and control on the following date and time listed below:

Type of Event (description): Trick Night & Spirit Night
Reservation Date: Thur Sept 26 2024 Reservation Time: 4:30-6:30 (4-7)
Number of: Attendees: ~~100~~ 100 Vehicles: cars/trucks...
Voice/Music Amplification Equipment: Yes No
If yes, describe: _____

Deposit of \$150.00 payable when reservation approved. Deposit will be returned when the reservation policy is adhered to. The maintenance supervisor will inspect the shelter and report to the Clerk's Office prior to return of deposit.

Rental Fee: \$100.00 – nonrefundable. (Waived for Breitung Township residents)

SHELTER RULES:

- Water and electricity will be provided in summer months. Portable potties will not be provided.
- Use of permanent Grate/BBQ grill allowed, but needs to be cleaned prior returning of deposit. (No grilling on shelter floor).
- Crock Pots allowed.
- For groups larger than one hundred (100), Special Event Liability Insurance must be provided naming the Township of Breitung as an additional entity insured on your policy.
The Township reserves the right to require security at the user's cost.
- It is recommended that you survey the park to ensure it had adequate facilities to ensure your needs.
- I agree to clean-up and dispose of all litter properly and immediately after use of shelter.
- I agree all vehicles attending will stay in designated parking areas only.
- I agree to reimburse the Township for any and all damages incurred during reservation time and date.
- I have read and will comply with the above policies and all other policies attached to this form.
(Initial) SH Date: Sept 3 2024
- Duration: One day /24 hours reservation use.
- Township of Breitung reserves the right to deny a request for use of shelter.