Greenwood Township Supervisors Board Meeting Agenda

DATE: April 9, 2024 6:30PM

CALL TO ORDER - Chair Roskoski

PLEDGE OF ALLEGIANCE

Meeting is being recorded for transcription and archival purposes

This meeting will be a Telephone Conference Call

ROLL CALL - Chair Roskoski / Vice Chair Skubic/ Supervisor Gilbert/ Supervisor Stoehr/
Supervisor Bassing / Treasurer Maus / Clerk Spicer

All Motions are by Roll Call Vote

PUBLIC COMMENTS:

ADDITIONS/CHANGES TO AGENDA

Motion- to accept Agenda

Motion - to approve minutes from March 21, 2024 Reorganization meeting

Motion - to approve minutes from March 27, 2024 Special meeting

TREASURER REPORT

Motion - to approve Treasurers Report

Motion - to approve Claims

Motion - to approve Payroll

OLD BUSINESS

- 1. Annual Meeting:
 - a) Establish dedicated road fund for monies collected from gas tax for the period 2015-2024 for Township Road 4136.
 - b) Contribution towards the construction of new pickleball courts on township property.
 - c) Review portions of the Greenwood Walking Trail and determine plan to repair poor areas.
- 2. Resolution adopting Administrative Guidelines.
- 3. Ambulance Vehicle Aid Donation Agreement between the City of Tower and Entities Served by the Tower Area Ambulance Service
- 4. Appointment of Delegate and Alternate to Ambulance Commission.
- 5. 2025 Budget.

NEW BUSINESS

- 1. Set up committee to determine plan to repair Township Road 4136.
 - a. Letter from Steve Lenertz

- 2. Appoint Supervisor to work with Lake Vermilion Pickleball Association on construction Project.
- 3. Appointment of Deputy Clerk
- Communication from St. Louis County regarding contract with Fire Protection Service Providers for 2025.
- 5. Bids for Township Parking lot.
- 7. Status of Township Policies:
 - a) Amended Standard Operating Guidelines for Fire Department.
 - b) Personnel Policy.
 - c) Internal Control Document. (noted in March 2023 reorganization meeting)
 - d) Capital Replacement Plan/Fund. (noted in March 2023 reorganization meeting)
 - e) Camera Policy.

SUPERVISOR REPORTS

Skubic - Road Supervisor

Lodging Tax Board

Bassing - Joint Powers and Recreation

Gilbert - Grounds and Maintenance

Broadband Liaison

Stoehr - Noxious Weeds

911 Assignment

Roskoski – MAT Township Tuesdays, 1st and 3rd Tuesdays of the month. Zoom call. Ambulance Commission Meeting - 5:30 PM, Monday, April 29th, Vermilion Lake Town Hall. All Greenwood Board Members invited,

FIRE CHIEF REPORT

1. New Hires

CLERK REPORT: (Correspondence)

- 1. Appoint someone to set flag at half-staff when necessary.
- 2. Notification for public hearing for variance at 4573 Bradley Road
- 3. Correction of Town Hall Closing 2025 dates.
- 4. United Township Officers of MN emails do you want to continue receiving these?
- 5. Change of Office hours to 9 am to 1 pm
- 6. Who will take the Election machine to Virginia for maintenance?
- 7. Questions on items given to be filed

MOTION TO ADJOURN

Time:

GREENWOOD TOWNSHIP

BOARD OF SUPERVISORS REORGANIZATION MEETING MINUTES

Call to Order by Chair Bassing

DATE: March 21, 2024 6:30PM This meeting will be a Telephone Conference Call

Meeting is being recorded for transcription and archival purposes

Roll Call – Supervisor 1 Paul Skubic / Supervisor 2 John Bassing /Supervisor 3 Craig Gilbert / Supervisor 4 Rick Stoehr/ Supervisor 5 Lois Roskoski / Treasurer Jeff Maus / Clerk Debby Spicer – All Present

All Motions are by Roll Call Vote

Motion: By Bassing/2nd Stoehr - to nominate Lois Roskoski for Chair - Vote 5/0 Carried

Motion: By Gilbert/2nd Stoehr - to nominate Paul Skubic for Vice Chair - Vote 5/0 Carried

REORGANIZATION BUSINESS

Motion: By Stoehr/2nd Skubic to keep regular Board meetings held the 2nd Tuesday of each month at 6:30 pm, with exception – March meeting to be held after the Annual meeting and the Reorganization meeting will be on the 4th Thursday in March at 6:30 pm - **Vote 5/0 Carried**

Motion: By Skubic/2nd Bassing to keep Frandsen and LPL for Depository-Vote 5/0 Carried

Motion: By Bassing/2nd Gilbert to approve Chair, Vice Chair, Treasurer, Deputy Treasurer, Clerk and Deputy Clerk as persons to sign checks and have banking authority - **Vote 5/0 Carried**

Motion: By Skubic/2nd Stoehr to approve holidays as listed for 2024-2025 - Vote 5/0 Carried

Motion: By Skubic/2nd Roskoski to approve Couri & Ruppe, P.L.L.P as Township Attorney at a rate of \$265.0 per hour for general legal services, \$290.00 per hour for work billable by Township - **Vote 5/0 Carried**

Motion: By Stoehr/2nd Bassing to approve Paul Skubic to be road supervisor - Vote 5/0 Carried

Motion: By Bassing/2nd Skubic to table ambulance committee delegate - Vote 5/0 Carried

Motion: By Gilbert/2nd Bassing to approve Paul Skubic as lodging tax board representative - Vote 5/0 Carried

Motion: By Stoehr/2nd Bassing to approve Craig Gilbert as grounds and maintenance supervisor - Vote 5/0 Carried

Motion: The Vermilion Trail committee was eliminated by Board at a previous meeting.

Motion: By Stoehr/2nd Skubic to approve Craig Gilbert as Broadband Liaison - Vote 5/0 Carried

Motion: By Bassing/2nd Skubic to approve payment for training of supervisors, clerk, treasurer, deputy clerk, and deputy treasurer – **Vote 5/0 Carried**

Motion: By Bassing/2nd Stoehr to approve Timberjay official newspaper – Vote 5/0 Carried

Motion: By Skubic/2nd Bassing to approve Rick Stoehr as noxious weed representative - Vote 5/0 Carried

Motion: By Bassing/2nd Skubic to approve Rick Stoehr as 911 assignments - Vote 5/0 Carried

Motion: By Skubic/2nd Stoehr to approve John Bassing as Joint Powers and Recreation liaison - Vote 5/0 Carried

Motion: by Skubic/2nd Gilbert to table RAMS representative until we receive notification letter later in the year - **Vote 5/0 Carried**

Motion: By Skubic/2nd Bassing for Fire Chief and Craig Gilbert to be authorized signers on L&M and Menards charge accounts and Frandsen Debit Card—**Vote 5/0 Carried**

Motion: By Skubic/2nd Bassing for Fire Chief and Fire Department personnel as authorized signers on Y-Store charge for fuel only - **Vote 5/0 Carried**

Motion: By Bassing/2nd Gilbert for Official Notices and Meetings to be posted at both Office Entrance and Hall Entrance outside bulletin Boards - **Vote 5/0 Carried**

Motion: By Bassing/2nd Stoehr to table Board Policy until April 9 Board of Supervisors Meeting-Vote 5/0 Carried

Upcoming Training opportunities were discussed and all advised to check MAT training schedules.

Comments from Supervisors, Treasurer and Clerk

Gilbert thanked all voters for taking the time and doing their part.

Roskoski requests Treasurer Maus to provide Clerk with all personnel payroll amounts.

Motion: By Gilbert/2nd Roskoski to call Special Meeting to Approve Audit Financial Report documents due to State Auditor on Wednesday, March 27, 2024 at 6:30 **Vote 5/0 Carried**

Motion: By Bassing/2 nd Stoehr To adjourn - Vot	e 5/0 Carried
Time 7:26 pm	
Chair	Clark

Greenwood Township Special Board Meeting Minutes

DATE: March 27, 2024 6:30PM

CALL TO ORDER - Chair

PLEDGE OF ALLEGIANCE

Meeting is being recorded for transcription and archival purposes

This meeting will be a Telephone Conference Call

ROLL CALL - Chair Lois Roskoski / Vice Chair Paul Skubic/ Supervisor Craig Gilbert/ Supervisor John Bassing / Treasurer Jeff Maus / Clerk Debby Spicer - Supervisor Rick Stoehr absent

All Motions are by Roll Call Vote

Discussion about the report finds Treasurer Maus accidently submitted incomplete report. After gaining further insight about the report, it was agreed among the Supervisors that after completing the report it would be submitted with no further approval needed.

Former clerk Joann Bassing interrupted the meeting several times requiring Chair Roskoski to use the gavel in attempt to quiet her. Joann Bassing then begins yelling "open meeting violation" on the grounds the public packet had been forgotten on the table in the outer office, where some meeting attendees had been looking at it. Clerk Spicer pointed out that each of the meeting attendees held their own printed copy provided by Clerk Spicer, therefore there was no violation as no information was being withheld from the public. Joann Bassing continues yelling "open meeting violation" but Chair Roskoski regained control of the meeting and the motion was made to vote.

<u>Motion</u>: By Bassing/2nd Roskoski to clean up/complete Township Financial Reporting Form due to State Auditor on

3/31/2024 and to re-submit it. Vote - 4/0 Carried

Motion: by Bassing/2nd Skubic to adjourn. Vote - 4/0 Carried

Time: 6:50 pm		
Chair	Clerk	

As on 3/31/2024

0.00 (4,178.99) 0.00 0.00 20,49 0.00 (17,177.46) 0.00 16,865.53 101,90 0.00 5,493.49 39,08 0.00 (7,586.08) 16,49 0.00 12,442.78 97,14
0.00 (4,178.99) 0.00 0.00
Ending Balance (4,178.99)
20 101 39 16
0.00 20,490.38 0.00 101,903.55 39,087.83 16,490.73 97,143.22

Claims List for Approval

Date Range : 3/12/2024 To 3/12/2024

03/12/2024		03/12/2024	03/12/2024		03/12/2024	03/12/2024		03/12/2024	03/12/2024	HZOZ /ZT /CO	03/12/2024	03/12/2024		03/12/2024		<u>Date</u> 03/12/2024
ESC Systems		Minnesota North Colleage Customized	Barbara Lofquist	C O	Benchmark Engineering	Minnesota Telecommunications		St Louis County Auditor	EO Johnson	lech bytes	Portable John	Superior Fuel		B&D Clear All		<u>Vendor</u> Menards - Virginia
Invoice 78305 fire alarm certification annual 2024		Osha required right to know class	water test postage	2401-21	site work survey inv	internet service inv#10481		ballots prep and deliver inv-00000483	Inv #1491595	Invoice #6685	Invoice Number 27710	Propane 3/1/24		inv 638 slat and sand birch pt rd		Description inv 30195
21928		21927	21926		21025	21924		21923	21922	21921	21920	21919		21918		<u>Claim #</u> 21917
\$386.25		\$515.00	\$5.70	3330.00	† 1 1 1 1 1 1 1	\$48.00		\$630.67	\$43.67	\$127.75	\$159.60	\$896.54		\$500.00		<u>Total</u> \$134.39
	100-42201-308-	2	100-41001-810-	100-41001-303-2	100-41001-326-		100-41001-314-		100-41001-202-	100-41001-325-	100-41001-401-	100-41001-383-	100-41001-229-		100-41001-221-	Account #
	Fire Protection		GENERAL GOVERNMENT	GENERAL GOVERNMENT	GENERAL GOVERNMENT		GENERAL GOVERNMENT		GENERAL GOVERNMENT	GENERAL GOVERNMENT	GENERAL GOVERNMENT	GENERAL GOVERNMENT	GENERAL GOVERNMENT		GENERAL GOVERNMENT	Account Name
	\$515.00		\$5.70	\$550.00	\$48.00		\$630.67		\$43.67	\$127.75	\$159.60	\$896.54	\$500.00		\$134.39	Detail

Claims List for Approval

Date Range: 3/12/2024 To 3/12/2024

Total For Selected Claims		03/12/2024 Jeff Maus	03/12/2024 RMB Enviromantal Labs	03/12/2024 Lake Country Power	03/12/2024 Barb Crow	03/12/2024 Liz Villnow	03/12/2024 Timberjay Inc.		03/12/2024 Frontier Communications	<u>Date</u> <u>Vendor</u>
		cell phone feb ,mileage	os Test Water feb2024 inv ho13615	Electricity 2/17-01/17	refund hall deposit	town hall deposit refund	inv #135489 pat test	Billing Date 2/25/2024	Account Number 218-753-2231-012881-2	Description
		21935	21934	21933	21932	21931	21930		21929	Claim#
\$5,539.10		\$109.47	\$73.15	\$682.24	\$200.00	\$200.00	\$14.63		\$262.04	Total
	100-42201-321- 100-41001-331- 100-42201-108-	100-41001-227-		100-41001-381-	100-41001-810-	100-41001-810-	100-41001-352-	100-41001-321-		Account # 100-41940-403-
	Fire Protection GENERAL GOVERNMENT Fire Protection	GENERAL GOVERNMENT		GENERAL GOVERNMENT	GENERAL GOVERNMENT	GENERAL GOVERNMENT	GENERAL GOVERNMENT	GENERAL GOVERNMENT		Account Name General Government Buildings and Plant
\$5,539.10	\$50.00 \$53.60 \$5.87	\$73.15		\$682.24	\$200.00	\$200.00	\$14.63	\$262.04		<u>Detail</u> \$386.25

Disbursements Register

Salt/Sand for Birch Pt Extention

z

General Government

100-41001-229-

500.00

134.39 **134.39** Description

Void

Account Name

F-A-O-P

Tota

100-41001-221-

z

General Government

lnv #30195

Inv #638

Repo
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/31/20
015

certification

Page 1 of 2

Inv # 78305 annual fire alarm

z

General Government Buildings and

100-41940-403-

386.25

386.25

Plant

Inv # 1206202 FD Training

z

Fire Protection

100-42201-308-

515.00

5.70 **5.70**

515.00

water test postage

Z

General Government

100-41001-810-

Design Engineer Inv #2401-21

z

General Government

100-41001-303-

550.00 **550.00**

48.00

Invoice 10481

Internet Service

z

General Government

100-41001-326-

630.67

48.00

Inv IN-00000483 Twp Elec

z

Data Processing

100-41920-316-

630.67

43.67 **43.67**

	03/12/2024	03/12/2024	03/12/2024	03/12/2024		03/12/2024		03/12/2024	03/12/2024	03/12/2024	03/12/2024	03/12/2024		03/12/2024	03/12/2024	Date	Date Range:	Fund Name:
Total For Check	ESC Systems	Minnesota North College Total For Check	Barbara Lofquist Total For Check	Benchmark Engineering, Inc Total For Check	Total For Check	Minnesota Telecommunications	Total For Check	St Louis County Auditor	EO Johnson Total For Check	Tech Bytes Total For Check	Portable John Total For Check	Superior Fuel Total For Check	Total For Check	B & D	Menards - Virginia Total For Check	Vendor	03/12/2024 To 03/12/2024	All Funds
21928	21928	21927 21927	21926 21926	21925 21925	21924	21924	21923	21923	21922 21922	21921 21921	21920 21920	21919 21919	21918	21918*	21917 21917	Check #		

Inv #149595

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General Government

100-41001-202-

Invoice 6685

Z

General Government

100-41001-325-

127.75

127.75

Porta Potty Invoice 27710

Z

General Government

100-41001-401-

159.60

159.60

896.54 **896.54**

Propane Ref # 2514166

z

General Government

100-41001-383-

500.00

Fund Name: All Funds

Date Range: 03/12/2024 To 03/12/2024

Total For Selected Checks	03/12/2024 Jeff Maus	05/12/2024 KIVIB ENVIRONMENTAL labs	03/12/2024 Lake Country Power	03/12/2024 Barb Crow T r	03/12/2024 Liz Villnow Tı	lnc.	03/12/2024 Frontier T	<u>Date</u> <u>Vendor</u>
Total For Check		Total For Check	r Total For Check	21932 Total For Check 21932	21931 Total For Check 21931	21930 Total For Check 2193 0	Total For Check	
21935 21935 21935	21935	21934 21934	21933 21933	21932 21932	21931 21931	21930 21930	21929 21929	Check #
	Cell Phone, mileage, foam plates	Test water 2/20/2024 inv H013615	Electricity for 1/17 - 2/17 2024	Hall deposit refund	refund town hall deposit \ quilting retreat	Ads inv 135489	Telephone Services	Description
	z	z	z	z	z	z	z	Void
Fire Protection	General Government	General Government	General Government	General Government	General Government	General Government	General Government	Account Name
100-42201-108- 100-42201-321-	100-41001-331-	100-41001-227-	100-41001-381-	100-41001-810-	100-41001-810-	100-41001-352-	100-41001-321-5	F-A-O-P
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5.87 50.00 109.47 5,539.10	53.60	73.15 73.15	682.24 682.24	200.00 200.00	200.00 200.00	14.63 14.63	262.04 262.04	Tota

Fund Name: All Funds	Greenwood Township- Clerk
	Receipts Register
	4/6/2024

Fund Name:
e: All Funds

Void Account	Denosit ID	Description	Receipt #	Remitter	Date
			02/08/2024 To 02/29/2024		Date Range:

Total for Selected Receipts	02/26/2024 Frandsen Bank	02/26/2024 St Louis County		02/08/2024 St Louis County	<u>Date</u> <u>Remitter</u>	Date Kange: 02/08/2024 To 02/29/2024
	161688	161687		161686	Receipt #	2/29/2024
	Feb 2024 interest account 9840 - General Fund	Taconite Prod. Tax		Town road aid 2024	Description	
	(02/26/2024) -	(02/26/2024) -		(02/08/2024) -	Deposit ID	
	N Interest Earning	N Taconite Production Tax	o do marko	N County Grants and Aids for Highways	Void Account Name	
	100-36210-8	100-33405-		100-33610-	F-A-P	
° °	₩	% &	*	₩		
154.68 29,784.69	154.68	24,973.00 24,973.00	4,657.01	4,657.01	Total	

4/9/2024

Total for Selected Receipts	03/28/2024 Marcia V	03/28/2024 Rick Hasbrook	03/28/2024 N	03/07/2024 Derek Lamppa	03/07/2024 N	03/07/2024 N	03/07/2024 Kathy Lovegren	03/07/2024 [<u>Date</u> R	Fund Name: Date Range:
ed Receipts	Marcia V	ick Hasbrook	03/28/2024 Michelle Sanders	erek Lamppa	03/07/2024 North Star Training	03/07/2024 Messerli & Kramer	athy Lovegren	03/07/2024 DNR OMB/MMB	Remitter	All Funds 03/01/2024 To 03/31/2024
	161695	161694	161693	161700	161699	161698	161697	161696	Receipt #	/2024
-	Rental deposit	Fire sign -	fire sign	HALL DEPOSIT	Refund of payment -	garnishment fee	payment - use Town Hall for profit -	Warrant #25817952 Wildland Firefighting Reembursement-	<u>Description</u>	
	(04/06/2024) -	(04/06/2024) -	(04/06/2024) -	(04/06/2024) -	(04/06/2024) -	(04/06/2024) -	(04/06/2024) -	(04/06/2024) -	Deposit ID	
	N City/Town Hall Rent	N Fire Number Sign Sales	N Fire Number Sign Sales	N City/Town Hall Rent	N Refunds of Expenses	N Misc Fees & Charges	N Misc Fees & Charges	N DNR Forestry	Void Account Name	
100	100-34101-	100-34110-	100-34110-	100-34101-	100-36250-	100-36225-	100-36225-	100-33165-	F-A-P	
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2,425.00	20.00	20.00	20.00	200.00 200.00	1,150.00 1,150.00	15.00 15.00	20.00 20.00	800.00	<u>Total</u>	

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File #:

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Gilbert, Craig

Totl Hrs Worked:

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JAS DOUD 000105

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Associate ID: GAH05S4V2

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Associate ID: GAH05S4V2 Drobac, Suzanne

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Toti Hrs Worked:

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Associate ID: G0C51EGYG

Bassing, John J

Bassing, JoAnn M

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Associate ID: Al1CO019N Bassing, JoAnn M Paid-in Department - None

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March 2024_PayrollRegister_YUI_15

Statutory Ded. Analysis Memo Analysis

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Bassing, JoAnn M			2,31	8 59	2,31
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Bassing, John J		-	41	1.44	41
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File #: 000151 Rate: 411,4400	- 1		li .	- 1	
DeJoode, David	_	5.0	0 75	00	27
Associate ID: 45KYCD8VT	- 1				
File #: 000102	1			- 1	
Rate: 15,0000 Rate: 25,0000	-	8.0	200	00	
Drobac, Suzanne	-	- 5	383	-	20
Associate ID: GAH05S4V2			303	.02	38
File #: 000105					
Rate: 383.0200 Edmunson, Brenda Ann		3.00	15	00	
Associate ID: WRONWSFW	16	3.00	45	.00	45
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Rate: 15,0000					
	Totl H	rs		1	
Gilbert, Craig	1	4.00	60.	00	60
Associate ID: 5KC3FNV80 File #: 000111	1	1		-	
Rate: 15,0000					
Lofquist, Barbara			383.0)2	383
Associate ID: JIYJ3CFDD File #: 000118			35	1	
Rate: 383.0200			- 5		
Maus, Jeffrey Associate ID: N5QDW71ZR	1	1.00	165.0	Ю	440
File #: 000122	1	- 1		1	
Rate: 15,0000		- 1		1	
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Maus, Jeffrey	-	-	962.5	_	962.
Associate ID: N5QDW71ZR		1	73Z.U	1	J02.
File #: 000149 Rate: 962,5000	1				
Maus, Jeffrey			798,19	1	798.
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elson, Peggy ssociate ID: GPNK5H94N	4.	.00	60.00		60.0
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Voluntary Ded. Analysis

GREENWOOD TOWNSHIP ANNUAL MEETING MINUTES MARCH 12,2024

8:25 PM

Clerk Bassing calls meeting to order.

Clerk Bassing calls for nominations for moderator. C.Deluca nominates M. Ralston. Sue Drobac nominates J. Maus. Deluca calls for paper ballot. Vote 27 Ralston, 23 Maus. Ralston becomes moderator.

- Bassing/L..Roskoski MOTION to accept agenda. VOTE PASS
- 2. Stoehr/Bassing MOTION to dismiss reading of minutes VOTE PASS
- 3. Board of Audit report read by Clerk Bassing, MOTION: Bassing/Drobac to accept report VOTE PASS
- 4. ROAD REPORT: Skubic BPR ext. fix might have to repay money to the county. We tried to get a private contractor. MOTION: Stoehr/T.Miller to accept road report as read. VOTE PASS. C. Deluca where did the money go? Maus-to the General Fund. MOTION: Spicer / L. Roskoski- to recommend to board to establish a road fund with monies collected from gas tax going back to 2015 deducting funds used for maintenance. VOTE PASS>
- 5. FIRE DEPT REPORT: Maus -We started the year with \$20,000 deferred maintenance on Engine 1 and Boat 1, both of which failed on emergency call. Upgraded GPS units on Boats 1&2. Received DNR wildland fire match grant. Started program installing directional signs and donated old gear to the Ely Community College. 2 new hires in 2023 and 2 to hire on at the April Board meeting. We dispensed with the old air boat due to it having a severely cracked prop and the age of the unit. Mr. Horihan-do we need any additional equipment? Maus- have been interested in acquiring a rapid response extrication vehicle. Citizen: -do we have a replacement for air boat? No but we rely on SLC rescue SHERPS as well as Vermillion Fire Brigade's hovercraft. D Spicer- Do we still have 2 boats? Maus-we have 3 boats.
- 6. NEWSPAPER of RECORD-Bassing/S .Drobac- to recommend Tjay as newspaper of record, dis. Bassing the Tjay is the only newspaper with a website and you can check legals back 10 years if need be. VOTE PASS.
- 7. LEGAL POSTING-MOTION: Maus/Drobac to have Greenwood as address with notice postings at office bulletin board and west entrance bulletin board. VOTE PASS
- 8. SET DATE AND TIME FOR NEXT ANNUAL MEETING- Bassing/Stoehr MOTION: set date and time as March 11, 2025 at 8:15PM
- 9. PICKLEBALL:P. Thomson presents project. MOTION: Galonski/Bassing- to recommend the Town Board spend up to 25,000.00 toward the project. VOTE PASS N. Eicholz curious about legality and wants to check MAT.
 - 10. ELECTION RESULTS: Seat 3 Lofquist 150 Gilbert 206 Seat 5 Drobac 134 Roskoski 224 Clerk Bassing 156 Spicer 197
 - 11. PUBLIC COMMENTS: Farley-Trail is an asset, proud of Greenwood for the trail. Horihan:would like to see a trail on Birch Point. J. Hahn-where does the money go for the trail? Maus-dedicated fund.
 - 12. BUDGET and LEVY: Bassing- balance 1/1/2023 approximately 711k, balance 1/1/2024 672K. State auditor recommends 35-50% as does the League of Cities. S. Roskoski/c. Deluca MOTION: to set the levy at 300,000. Dis. T. Sacchetti- he would have more pride in his township if it had a higher reserves. VOTE PASS 37/24.

MOHON: B	assing/Stoenr- to adjourn	10:35P

OTIONI Deserve /Charles

MIKE RALSTON MODERATOR CLERK JOANN BASSING



Town road aid - Greenwo... ∨ Done

	Original Amt	Total Payments	Last Pmt D
'24	4,657.01	4,657.01	2
'23	4,110.93	4,110.93	2/:
'22	5,537.18	5,537.18	2
21	3,446.85	3,446.85	2/
'20	3,725.21	3,725.21	2
'19	3,555.40	3,555.40	2/:
18	3,608.17	3,608.17	2
16	2,971.02	2,971.02	2/:
15	64.37	64.37	2/:
15	2,821.11	2,821.11	2/

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GREENWOOD TOWNSHIP ST. LOUIS COUNTY, MINNESOTA

A RESOLUTION ADOPTING ADMINISTRATIVE OPERATIONAL GUIDELINES FOR GREENWOOD TOWNSHIP

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Greenwood Township adopts this administrative guideline;

BE IT FURTHER RESOLVED that this resolution supersedes and replaces all other policies and procedures of similar nature of record.

Administrative Guidelines - Supervisors

- 1. The Administrative Guidelines established herein shall apply to all regular Board meetings and all regular Board duties. When a Special Town Meeting is called, it shall follow Minnesota Statutes.
- 2. The Board conducts one regular Board meeting per month on the second Tuesday of the month at 6:30 PM at the Greenwood Town Hall.
- 3. Meeting Agendas will be established by the Clerk, with assistance of the Chair, prior to any Board meeting. Supervisors, Clerk, Treasurer and Fire Chief can request items to be placed on the agenda. Citizens may request any Supervisor, Clerk, Treasurer or Fire Chief to place an item on the agenda on their behalf. The deadline for agenda items to be received by the Clerk is noon on the Wednesday prior to the meeting. Agenda packets will be emailed to Supervisors and any residents requesting a copy of the agenda packet by the Friday prior to the meeting. All finance reports shall be included in the agenda packet. Agenda packet, with all supporting documentation, shall be posted on the Township website by the end of the day on Friday prior to the meeting.
- 4. Approved board minutes shall be added to the Township website within one week following approval.
- 5. The deadline for invoices shall be the last day of the month. Any invoice received after that day and requiring payment within the next month shall be presented to the Board and approved by separate motion at the Board meeting.
- 6. The Presiding Officer at all Township meetings shall be the Chair. The Chair shall be one of the Supervisors and shall be appointed annually at the reorganizational meeting. The Vice Chair shall be one of the Supervisors and shall be appointed annually at the reorganizational meeting and will fill the role of the Presiding Officer in the absence of the Chair.
- 7. Representatives, employees or citizens of Greenwood Township shall be respectful and courteous to other representatives, employees and citizens of Greenwood Township.

 Representatives and employees of Greenwood Township shall not distribute disparaging, harassing or threatening emails about fellow representatives, employees or citizens of Greenwood Township.
- 8. Public input will be allowed at the Board meetings. The public would sign up prior to the start of the meeting if they wish to speak. Public comments will be limited to ten minutes per citizen, unless further time is authorized by the Chair. The person speaking shall be treated with courtesy and respect. Speaker shall not be interrupted. The open meeting law gives citizens the right to attend town meetings, but not to participate or disrupt the

- proceedings. Disrupting a public meeting is a punishable misdemeanor by state statute. If it becomes necessary to remove a citizen from a public meeting, assistance of law enforcement may be sought.
- 9. Greenwood Township will comply with the requirements of the records retention law to manage the town's records and adopt the Minnesota Township General Records Retention Schedule for the management and destruction of the records in the town's possession.

 An audio of regular or special meetings will be recorded and retained indefinitely. All closed meetings will be recorded and preserved for 3 years. Public hearings will be recorded and maintained indefinitely. Connection will be made from the township computer to a cloud server for permanent retention, including all recorded meetings.
- 10. The Board of Supervisors shall assign Supervisor duties and responsibilities at the Reorganization Meeting. The Board retains the right to change distribution of duties.
 - a. Primary Board duties/responsibilities are as follows:
 - i. Road Supervisor
 - ii. Joint Powers Board Recreation Representative
 - iii. Ambulance Commission Delegate
 - iv. Alternate Ambulance Commission Delegate
 - v. Lodging Tax Representative
 - vi. RAMS Delegate
 - vii. Grounds and Maintenance Supervisor
 - viii. Noxious Weed Supervisor
 - ix. 911 Coordinator
- 11. Supervisors will have all official correspondence (such as contracts, quotes, bids or requests) directed to the Clerk.
- 12. Calling a Special Board Meeting: Calling a meeting prior to the next regular Board Meeting can be made by the concurrence of two Board Members. A Board Member requesting a special meeting shall provide the request in writing to the Clerk, who will then contact another board member to determine the need to call a special meeting. The Clerk will post the meeting notice, as required, and include the specific topic within the meeting notice.
- The Township Attorney shall be contacted by the Chair for consultation on specific matters, unless otherwise approved by a majority vote of the board.
- 14. Keys will be distributed to Clerk, Treasurer, Deputy Clerk, Deputy Treasurer for the Clerk/Treasurer's office. Keys will be distributed to all supervisors for the two entrance doors. Keys may not be shared or duplicated.
- 15. Passcodes may not be shared.
- 16. The Township Supervisors will receive a monthly salary as defined in Exhibit A.

Administrative Guidelines-Clerk

- 1. The Clerk performs many functions within the Township. The primary duty of the Clerk is to keep a true record of Township functions, meetings, votes and proceedings.
- 2. The Clerk will have custody of the records, books and papers of Township in files contained at the Town Hall.
- 3. The Clerk will keep a record of minutes of all meetings in a book of records.
- 4. The Clerk will file and preserve all accounts audited by the Town Board or allowed at a town meeting and enter a statement of them in the book of records.

- 5. The Clerk will post all legal notices in the official Township newspaper, at the two entrance doors into the Town Hall and on the Township website.
- 6. The Clerk and Treasurer will balance claims using the Small City and Town Accounting System (CTAS).
- 7. The Clerk may appoint a Deputy Clerk. The Deputy Clerk will only be paid to perform the Clerk duties in the absence of the Clerk, unless approval is granted by the Board for additional hours. The hourly rate is included on Exhibit A.
- 8. The Clerk will keep the Town website operational and updated with any new information on a regular basis. The Clerk may obtain the assistance of Tech Bytes to maintain the website, if needed, on a contract basis.
- 9. The Clerk will set regular hours when the Town Hall will be open and post on the Town Hall bulletin boards and the website.
- 10. The Township Clerk will receive a monthly salary as defined in Exhibit A.

Administrative Guidelines-Treasurer

- 1. The Treasurer performs many functions within the Township. The primary duty of the Treasurer is to receive and take charge of all monies belonging to the Township and pay the lawful invoices for payments.
- 2. The Treasurer will use the CTAS system to balance money receives and disbursed and preserve all books, papers and records of account.
- 3. The Treasurer will keep a true record of all money received and disbursed, in a book provided for that purpose, and provide the account with treasurer's vouchers to the town board of audit at its annual meeting for adjustment.
- 4. The Treasurer may appoint a Deputy Treasurer. The Deputy Treasurer will be paid to perform the Treasurer duties in the absence of the Treasurer at a rate of pay as listed on Exhibit A.
- 5. The Treasurer will make and file with the Town Clerk, within five days preceding the annual meeting, a statement of the accounting of the Township for use in setting the levy at the annual meeting.
- 6. The Treasurer will provide to the Board any and all financial records, as deemed necessary, or requested by the Town Board, for the accounting and audit of any and all funds in all accounts.
- 7. The Treasurer will provide the Town Board with quarterly and year to date expenditures compared to the line-item budget items from the Annual Meeting levy on a quarterly basis.
- 8. The Township Treasurer will receive a monthly salary as defined in Exhibit A.

This Administrative Guideline will be subject to review by the entire Board at the annual reorganization meeting. The rates in Exhibit A shall be reviewed at the first meeting following the township election.

Moved by	and supported by	to adopt
the Resolution on the d	y of, 2024.	1
Aves:		

Exhibit A-2024 Schedule of Compensation, Reimbursements, Allowances, Stipends and Fees

Per MN Statutes 367.05, the town board shall set the compensation of supervisors, the treasurer, the clerk and the deputy clerk. The supervisors, treasurer, clerk and deputy clerk shall be entitled to mileage for the use of their own automobile at a rate to be determined by the town board for necessary travel on official town business.

Compensation:

Chair monthly salary	\$ 411.44
• •	
Supervisor monthly salary:	\$ 383.02
Township Clerk monthly salary:	\$ 2,316.59
Township Treasurer monthly salary:	\$ 962.50
Deputy Clerk hourly rate:	\$ 25.00
Deputy Treasurer hourly rate:	\$ 25.00
Head Election Judge hourly rate:	\$ 15.00
Election Judge hourly rate:	\$ 15.00

Spending Authority:

Fire Chief - \$1,000/month; Clerk - \$1,000/month; Maintenance - \$1,000/month

Reimbursements:

Reimbursements shall be made to Board members, Clerk, Treasurer and Fire Chief for authorized expenses. A claim with receipts must be submitted.

Mileage shall be reimbursed according to the IRS rate for Township business related to an assigned duty. For 2024, the rate is \$0.67 per mile and may be adjusted at any time in the future.

Meals shall be reimbursed following the IRS rate for Township business related to an assigned duty. **For 2024, the rate is a maximum of \$59.00**. The Township has established the following within the IRS guidelines: \$13.00 for breakfast, \$15.00 for lunch and \$26.00 for dinner, \$5 incidental expenses. Receipts must be submitted to the Clerk along with a claim.

Fee for Building Use:

Citizens may request the use of the Town Hall or Pavilion by making the request in writing to the Clerk giving the specific time and date(s).

Town Hall Rental: No rental charge. Refundable deposit if property and equipment is left as is:

Fewer than 30 people - \$50.00 deposit; 30 to 75 people - \$100.00 deposit; Over 75 people - \$200.00 deposit.

A copy of the Town Hall rental regulations will be given to renter.

Deposit is due upon rental request to hold date.

Pavilion Rental:

No rental charge. Refundable deposit of

\$100.00 if property is left in original condition, including Hall restrooms/entry area

and garbage.

A copy of the Pavilion rental regulations will be given to renter.

Deposit is due upon rental request to hold date.

Fees for Access to Information:

Citizens may request public information contained in Township files (excluding private information). Citizens requesting to inspect public records will contact the Clerk to establish a mutually agreeable time for the inspection of the records.

If the Clerk is required to search for information, the following charges will apply. After the first 15 minutes, time will be charged (\$___/hr), \$0.25 per pag25 pages, plus mailing. \$25.00 per audit thumb drive copy or \$5.00 per copy to personal thumb drive. Estimate to be paid in advance, with balance due upon receipt. There is no cost for copies under 25 pages.

TAAS AMBULANCE COMMISSION

SPECIAL MEETING

INVITATION

Date:

April 29,2024

Time:

5:30 pm.

Special Meeting venue:

Vermilion Lake Town Hall 5937 Wahlsten Road Tower, MN 55790

Greetings members of the Greenwood Town Board,

At the commission meeting held in February of 2024, members of the Tower Area Ambulance Service (TAAS) Ambulance Commission motioned and approved setting a special meeting for April 29, 2024. Included within this motion was a request that we invite all members of the Greenwood Town Board to be participants in this special meeting.

This email services as an invitation for <u>Chair Lois Roskoski</u>, <u>Vice-Chair Paul Skubic</u>, <u>Supervisor Craig Gilbert</u>, <u>Supervisor John Bassing</u>, and <u>Supervisor Rick Stoehr</u> to attend the special meeting to be held at 5:30 pm on April 29th, 2024, at the Vermilion Lake Town Hall, 5937 Wahlsten Road, Tower, MN.

During this meeting discussion will be held regarding the attached/ proposed 2024- 2026 3-year ambulance commission contract.

The commission also wishes to hear from the full board as to why Greenwood refused to sign the past 2 contracts or pay the last 2 attached yearly per-capita donation invoices.

Greenwood Township's refusal to pay their yearly donation invoices has left the TAAS restricted capital account balance unable to cover the final payment on our 2024 Lifeline Type III which is expected to be delivered in July of 2024.

Please Join us on Monday April 29th at 5:30pm. Bring your questions and concerns as well as any ideas you may have. We look forward to your presence.

Thank you,

Dena Suihkonen

TAAS Ambulance Director

218-750-3002



AMBULANCE CAPITAL AID DONATION BETWEEN THE CITY OF TOWER and ENTITIES LOCATED WITHIN AND SERVICED BY THE TOWER AREA AMBULANCE SERVICE License # 0244

THIS AMBULANCE VEHICLE AID DONATION A	GREEMENT (the "Agreement") is made and
entered into this day of	, 2024, by and between the CITY OF
TOWER, a municipal corporation ("City"), and	the BOIS FORTE BAND OF CHIPPEWA, TOWNSHIP
OF BREITUNG, TOWNSHIP OF EAGLES NEST, 1	TOWNSHIP OF EMBARRASS, FORTUNE BAY RESORT
AND CASINO, TOWNSHIP OF GREENWOOD, T	OWNSHIP OF KUGLER, TOWNSHIP OF VERMILION
LAKE.	

The legal primary service area is established by the State Emergency Medical Service Regulatory Board for the Tower Area Ambulance Service (TAAS) which is owned and operated by the City of Tower, MN. As of January 1, 2024, TAAS has two ambulance vehicles in service.

The intent and purpose of this agreement is to ensure the adequate donation of capital funds for the purchase of ambulance vehicles for the continued operation of TAAS. This Agreement shall cover 3 years, beginning on January 1, 2024, and ending on December 31, 2026.

The Tower Area Ambulance Commission ("Ambulance Commission") is comprised of the signatories to this agreement to review and determine the ambulance vehicle replacement needs for the TAAS. Each contributing entity shall appoint one individual to represent their community. A TAAS administrative staff member shall be present at each meeting to answer service-related questions. Each appointed official is responsible for communicating meeting information back to their respective board. Date and times are determined by the Ambulance Commission members for all regular and/or special meetings.

All ambulance vehicle aid donations received will be kept in a restricted capital account for the purpose of replacing ambulances and any other purpose determined and approved by the Ambulance Commission. No monies shall be removed or transferred from the restricted capital account unless approved by the Ambulance Commission. The Ambulance Commission will recommend to the City Council purchases from that restricted capital account.

Any revenue associated with the disposal of an Ambulance will be returned to the restricted Ambulance Capital Fund.

Donations made to the City of Tower will be used for the purpose of purchasing replacement ambulances when needed. The City of Tower maintains ownership of the ambulances and carries insurance coverage for them.

REVISED P.Z

AMBULANCE VEHICLE AID DONATION RATE SHEET

For the years 2024-2026, the population-based donation rate is \$25.00 per year-round resident per calendar year. The donation is a mutually agreed upon donation.

POPULATION-BASED and ENTERPRISE AGREED UPON DONATIONS for Calendar years 2024-2026.

Entity	2020 Census Residential Population	Rate/Per Capita/Per Year	Amount
City of Tower	430	\$25.00	\$10,750
Township of Breitung	530	\$25.00	\$13,250
Township of Eagles Nest	226	\$25.00	\$5,650
Township of Embarrass	unknown	\$25.00	N/A
Township of Greenwood	1041	\$25.00	\$26,025
Township of Kugler	145	\$25.00	\$3,625
Township of Vermilion Lake	265	\$25.00	\$6,625
Fortune Bay Resort and Casino	ENTERPRISE	\$6,500	\$6,500
Bois Forte Band of Chippewa	ENTERPRISE	\$3,500	\$3,500

Fortune Bay Resort and Casino agrees to a voluntary contribution of \$6,500 per year.

Bois Forte Band of Chippewa agrees to a voluntary contribution of \$3,500 per year.

Annual donations should be received no later than June 30th of each year of this agreement.

Annual donation invoices will be mailed by May 1st of each year of this agreement.

City of Tower:	Township of
Signature:	Signature:
Title:	Title:
Date:	Date:

AMBULANCE CAPITAL AID DONATION BETWEEN THE CITY OF TOWER and ENTITIES LOCATED WITHIN AND SERVICED BY THE TOWER AREA AMBULANCE SERVICE License # 0244

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Annual donation invoices will be mailed by May 1st of each year of this agreement.

City of Tower:	Township of
Signature:	Signature:
Title:	Title:
Date:	Date:

Tower Ambulance Vehicle replacement FUND

Tower Area Ambulance Service City of Tower P.O Box 576 Tower, MN 55790

2022	09/6/2022
\$15,615.00	
\$0.00	
\$15,615.00	
	\$15,615.00 \$0.00

Based on agreed amount \$15.00/ year-round resident.
Greenwood Township 2020 Census numbers- 1041 people

Please send payment by November 1, 2022.

Tower Area Ambulance Service City of Tower P.O Box 576 Tower, MN 55790



INVOICE NO. GWI	T2023	07/10/2023
BILL TO		
Greenwood Township		
3000 County Road 77		
Tower, MN 55790		
2023 Subsidy	\$31,230.00	
Past Due Balance (2022 Subsidy)	\$15,615.00	
Total Balance Due:	\$46,845.00	

Ambulance commission members voted to double the donation/subsidy to \$30 per permanent resident for 2023.

Greenwood Township 2020 Census numbers- 1041 residents.

Please remit payment upon receipt. Thank you.

Thank you for your support of Tower Area Ambulance Service Vehicle Replacement fund.

clerk@greenwoodtownshipmn.com

From:

lois.roskoski@greenwoodtownshipmn.com

Sent:

Monday, April 1, 2024 8:55 AM

To:

Greenwood Township Clerk

Subject:

Please print and put in my folder

----Original Message----

From: "Mike Couri" <mike@couriruppe.com>

Sent: Monday, April 1, 2024 12:51am

To: "lois.roskoski@greenwoodtownshipmn.com" <lois.roskoski@greenwoodtownshipmn.com>

Cc: "John Bassing" <jbassing@frontiernet.net>

Subject: Re: documents requested by Supervisor Roskoski

Lois,

I have reviewed the documents you sent and have the following comments:

- 1. 2024-2026 Ambulance Agreement. There are a few concerns I have about the Agreement which are set out below. That said, the Township has the authority to donate money to another unit of government, but donations to non-governmental entities may be restricted depending on the entity and the purpose of the donation. Assuming the donation is to be made to the City of Tower, I believe this Agreement can be entered into by the Township, but I would prefer to see the concerns set out below addressed before the Township enters into this Agreement.
 - a. The Agreement seems to imply that the City of Tower owns the ambulances and that the donations will be made to the City of Tower for the purpose of purchasing replacement ambulances when needed. I suggest the Agreement be modified to clearly state which entity the donations will be made to and which entity will actually own the ambulances. If the donations are made to the City of Tower and the City will end up owning the ambulances, such donations will be legally permissible. If the donations are not going to be made to a governmental entity, or if the ambulances were not going to be owned by a governmental entity, there may not be statutory authority to make donations to a non-governmental entity, which in turn would mean that the Township could not make the donation if there was no clear legal authority to make the donation in statute to the non-governmental entity.
 - a. The Agreement is a "donation" agreement rather than a contract for services. It is my understanding that services are provided by TAAS to all areas within the ambulance district boundaries set by the state regardless of whether the Township donates to TAAS. The primary purpose of this agreement is to ensure the adequate donation of capital funds to support the continued operation of the TAAS via the purchase of replacement ambulances when they are needed. Since the Township is not contracting for services, I do not believe that the Township will need language in the agreement to defend, indemnify and hold harmless the Township from the actions of TAAS when TAAS is providing services in Greenwood Township. TAAS will be providing services pursuant to statute, and not pursuant to this Agreement. As such, I do not see a way in which the Township can be held responsible for the actions of TAAS, and therefore the Township would not need an indemnification/defend/hold harmless provision in this Agreement.
 - a. If the Township ends up signing some version of a service agreement (paying a fee for ambulance services provided to the Township by the City), that would be a contract for services and I would strongly recommend that the Township not sign such an agreement unless there was a strong provision

that required the City to defend, indemnify and hold the Township harmless from any negligent acts or omissions of the City while performing under such a service agreement.

- a. It is unclear if this Agreement is enforceable. Generally, a contract must have "consideration" in order to be enforceable. Consideration is what one party receives in return for what it is bound by the contract to do or pay. An argument can be made that none of the parties to this Agreement receive anything in exchange for their donation, and therefore the Agreement is not enforceable due to a lack of consideration. Normally, in exchange for payment to an emergency service provider by a governmental entity, the governmental entity receives emergency service response in exchange for the payment. As noted above, ambulance services are provided to each of the member governments pursuant to state law with or without a contract with that local government, and this Agreement does nothing to change that fact. Further, the very fact that the payment is characterized as a donation indicates that nothing is being received in exchange for the donation, otherwise it would be an obligation under the Agreement, which would mean it would no longer be a donation. In short, while all parties may enter into this Agreement, there is no certainty that it can be enforced against any of the parties should one or more parties fail to donate the contemplated funds in any given year.
- a. The Agreement is structured as an agreement between one unit of government and the City of Tower, which in theory will result in eight different Agreements, one for each party that will be contracting with the City. The Agreement assumes that all parties will enter into this Agreement. However, if one or more parties fail to enter into the Agreement, the replacement ambulance funding will not reach the level that the parties contemplate. That will require the remaining parties to either donate more money than contemplated by this Agreement or potentially push back the purchase of a new ambulance by some years. Other options might be to have all parties sign one Agreement with all named parties signing one Agreement rather than each party signing a separate agreement with the City, or having each party signing a separate Agreement with the City but inserting a clause in each agreement that makes the Agreement active only upon all eight contributing parties signing their separate agreement with the City.
- 1. I have reviewed the indemnification language in the Ground Ambulance Paramedic Intercept and Support Services Agreement. Although paragraph 10 is labeled "Indemnification," it is not does not call for either party to indemnify the other. Rather, it simply says that each party will be liable for their own acts and omissions. An indemnification provision requires the first party to pay any damages that the second party to the agreement may have to pay as a result of the first party's negligent actions. It is usually accompanied by a requirement that the first party pay attorney's fees that the second party incurs in defending against any litigation that is brought arising from the first party's negligent actions. The Ground Ambulance agreement has no defense clause either. I would not recommend that the Township use the Indemnification language from the Ground Ambulance agreement in any ambulance service agreement that the Township may enter into in the future.

I did briefly review the other materials that were sent to me, but those mostly appeared to be historical revenue and expense analysis, which at this point does not relate directly to the language of the donation agreement. Thank you.

Michael C. Couri Couri & Ruppe, P.L.L.P. 705 Central Avenue East P.O. Box 369 St. Michael, MN 55376 763-497-1930

From: "lois.roskoski@greenwoodtownshipmn.com" <lois.roskoski@greenwoodtownshipmn.com>

Date: Wednesday, March 27, 2024 at 10:50 AM

clerk@greenwoodtownshipmn.com

From:

lois.roskoski@greenwoodtownshipmn.com

Sent:

Monday, April 1, 2024 12:58 PM

To:

Greenwood Township Clerk

Subject:

FW: Re: Indemnification

Please print. Thank you.

----Original Message-----

From: "Mike Couri" <mike@couriruppe.com>

Sent: Monday, April 1, 2024 10:46am

To: "Joann Bassing" < john.bassing@icloud.com>

Cc: "lois.roskoski@greenwoodtownshipmn.com" <lois.roskoski@greenwoodtownshipmn.com>

Subject: Re: Indemnification

John,

As I noted in my email, this is not a contract for ambulance service, but rather it is some form of a commitment for the Township to donate money to the City for the purchase of new ambulances. There is nothing in the Agreement which requires the City to provide anything back to the Township in terms of ambulance service, which gave rise to my comment that I am not sure that this Agreement is even enforceable since Tower is not providing any consideration back to the Township. I think everyone understands the need for the area to be served with reliable ambulances which is what will likely motivate all of the public entities to donate money toward the purchase of new ambulances.

In my view the key here is that Tower is not providing any service to the Township in exchange for the Township's donation. Rather, the ambulance service is providing the service per state statute and not because the Township is agreeing to donate money to Tower. Since the Township is not contracting for service, I do not see how the Township can be held liable for the ambulance service's negligence. If the ambulance service was acting pursuant to a contract for service, then the both the Township and the ambulance service could be held liable for the ambulance service's negligence as the ambulance service would essentially be the Township's contractor. Without a contractor/contractee relationship, I do not believe the Township needs an indemnification provision.

In short, the Township would not be crazy to sign this donation Sgreement without first inserting an indemnification provision in the Agreement.

Michael C. Couri Couri & Ruppe, P.L.L.P. 705 Central Avenue East P.O. Box 369 St. Michael, MN 55376 763-497-1930

On 4/1/24, 9:21 AM, "Joann Bassing" < john.bassing@icloud.com> wrote:

Mike,

Bottom line please. Would we be "crazy" if we signed without an indemnification clause particularly when the new proposed agreement has Greenwood contributing to not only the ambulance purchase but also its operation. It seems your position has changed. Didn't you say we would be crazy if we signed without indemnification?

John

Greenwood Township asking for changes on ambulance contract

Posted Wednesday, February 26, 2020 7:14 pm

GREENWOOD TWP- The town board here agreed last week to forward a long list of comments and suggestions regarding the Tower Area Ambulance Service subsidy contract to the city of Tower. The town board developed its comments with assistance from their township attorney, Mike Couri. As with other area townships, Greenwood has yet to agree to a new subsidy contract with the TAAS covering 2020. While the ambulance service is owned and operated by the city of Tower, area townships and Fortune Bay Resort Casino have paid into a fund that helps cover the cost of replacing ambulances.

"I'm not opposed to continuing at the \$15 rate for the first half of the year," said Supervisor Mike Ralston, noting this would give the township more time to conduct "due diligence." TAAS is asking the townships to double the per-capita subsidy rate from the current \$15 per person to almost \$30 per person by 2022.

Attorney Couri, in a letter to the town board, said that such an increase is very unusual in this type of emergency service contract.

"I would suggest that the township ask for the revenue and expenditure report for the ambulance service over the prior three years in an effort to figure out why the costs are increasing so dramatically, and what, if anything, can be done to lower the costs in the proposed contract." Couri had plenty of questions about the language in the draft contract the city had sent to the township. He said the township should have information on what percentage of runs originate in which township, along with Fortune Bay, and should have some mechanism to assess proportionally more costs to the areas with the highest ambulance usage.

"Nothing in this agreement ties the fees to the city's actual costs," he wrote, "nor does it require the city to pay anything towards this service."

Couri said the \$18.75 that the city pledges to the subsidy fund for each transfer "is way too little to cover this service and essentially will require the townships, casino, and city to heavily subsidize each run." Couri said the ambulance service should be charging a high enough rate for these transfers to cover ambulance maintenance, fuel, and staffing.

Greenwood resident Lee Peterson, who has been following the ambulance issue carefully, said that the TAAS representative from Eagles Nest, Larry McCray, estimated that \$4 per mile should be put back into the ambulance subsidy fund for all transfer miles.

"The average mileage per transfer is 300 miles," Peterson said.

Couri also told the township they need to see a ten-year capital improvement plan which details future ambulance purchases, expected costs, and how they will be funded.

Ralston also agreed with the note from Couri that the contract should include language holding the townships harmless in case of any negligence by the ambulance service.

The Tower Area Ambulance Commission, which usually meets quarterly, is holding a special meeting on Monday, March 2, where they will review a new contract that is being drawn up by the city. The Tower City Council will then review feedback on the revised contract at their March 9 meeting.

Dear Chairperson of the Greenwood Township Board of Supervisors,

It is my understanding from reading articles in the local newspaper, and talking to my fellow citizens of Greenwood Township, an AD-HOC type steering committee may soon be formed to address issues on a section of road extending from the termination point of Birch Point Road out towards the end of Birch Point on Lake Vermilion sometimes known as the "Birch Point extension". If such a committee is to be formed I would ask that I would be considered to be on it.

I have significant experience in the area of roads like this having owned property in another county where I lived on a road exactly like the Birch Point extension. I still have documents from those days, many of them copies of original documents obtained from the state archives going back to when Townships were first formed and specifically provide guidance on roads. I feel this information would be beneficial to the township as they address the issue.

Again, as a longtime property owner in Greenwood Township, please consider my name.

Respectfully submitted,

Steve Lenertz
4152 Gold Mine Circle
Greenwood Township
cabinflyer@mac.com
C:612-594-2040



Saint Louis County

County Auditor-Treasurer - 100 North 5th Avenue West, Room 214 - Duluth, MN 55802-1293 Phone: (218) 726-2380 Phone - Virginia: (218) 749-7104 Fax: (218) 725-5060

Nancy Nilsen

St. Louis County Auditor-Treasurer

March 22, 2024

JoAnn Bassing, Clerk Greenwood Township Volunteer Fire Dept. 3000 County Road 77 Tower, MN 55790

Re: Unorganized Township Fire Protection Services Contract Amount for 2025

Dear Ms. Bassing:

The St. Louis County Board of Commissioners is in the process of contracting with fire protection services providers for the year 2025, pursuant to Minn. Stat. § 365.243.

For the year 2024, the County Auditor contracted the amount of \$11,000 for Unorganized Township 63-15. Please respond by June 1, 2024, with your proposed 2025 contract amount. <u>All proposed levy increases must include documentation detailing the reasons for the increase.</u>

Please email your recommendations to Brenda George at <u>georgeb@stlouiscountymn.gov</u> or mail to: St. Louis County Auditor's Office, Attn: Brenda George, 100 North 5th Avenue West, #214, Duluth, MN 55802-1293. Please include current contact names, addresses, telephone numbers and e-mail addresses with your reply.

All proposed contract amounts will be reviewed and determined by the St. Louis County Board.

If you have any questions, please contact Phil Chapman at chapmanp@stlouiscountymn.gov or 218-726-2445. Thank you.

Sincerely,

Nancy Nilsen, County Auditor

By:

Phil Chapman

Clerk of the County Board/Deputy Auditor

PC/blg

Proposal

Date:

2/29/2024

Location: Greenwood Township

Project: Parking Lot



PO Box 728 Gilbert MN 55741 218-749-0765 fax

mesabibituminous@accessmn.com

Item No.

Description

Unit

Total

Qty

Unit

Price

Price

Price includes Mobilization, Excavation, Fabric, Select Granular Borrow,

Class 5 on the expanded area, Milling 2" off of the remainder of the lot, cleaning of the lot, applying a tack coat, Placing 3" Bituminous Paving, Shouldering and Pavement Markings

1

LS

\$99,800.00

\$99,800.00

Estimator Notes:

Project to be completed by the end June 2024

Total

Date of Acceptance:

The above prices, specifications and conditions are satisfactory and are hereby accepted

Contractor Authorized Signature

Mesabi Bituminous Inc Authorized Signature

***This proposal may be withdrawn by us if not accepted in 30 days. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. The owner is to carry fire, tomado, and other necessary insurance. Payment due within 30 days, balance after that subject to finance charge

EEO Employer

Thank you for your business!!



Ben Gaard

Quote

PO Box 340 • Cloquet, MN 55720

Cloquet Phone (218) 384-4266 • Fax (218) 384-4110 Virginia Phone (218) 262-3406 • Fax (218) 262-5348

> DATE 27-Feb-2024

SUBMITTED TO: Alan Johnson

PROJECT NAME: Greenwood Township Parking Lot

PROJECT LOCATION: Tower, MN

bgaard@ulland.com

Description

UBI Contact:

Asphalt Paving

218-295-2830

Bid Item	Description	QUANTITY	UNIT	UNI	T PRICE	E	XTENDEND
	Grading and Paving						
1	Mobilization	1	LS	\$	12,000.00	Ś	12,000.00
2	Mill Bituminous 2"	4,870	SY	\$	4.50		21,915.00
3	Common Excavation	70	CY	\$	57.00	\$	3,990.00
4	Geotextile Type 5 Woven	100	SY	\$	1.50	\$	150.00
5	Select Granular Borrow	40	CY	\$	75.00	\$	3,000.00
6	Agg Base Class 5	25	CY	\$	100.00	\$	2,500.00
7	SPNWB230C 2.5"	16	TON	\$	155.00	\$	2,480.00
8	SPWEA240C 1.5"	10	TON	\$	155.00	\$	1,550.00
9	SPWEA240C 3" Overlay	840	TON	\$	140.00	\$	117,600.00
10	Striping	1	LS	\$	2,500.00	\$	2,500.00

Notes:

- 1) Quote based off of paving between June 1st and July 10th.
- 2) Survey, landscaping, signs, furnishings, permits, and fees by others.
- 3) Payment to be made based off of actual quantities places. Quantities to be determined by a certified UBI scale.
- Ulland Brothers is not responsible for soft spots underneath the existing bituminous. If soft spots are encountered, UBI can perform corrective work on a T&M basis.
- 5) Quantities based off of sheet 3 "Mill & Overlay Concept" of the plans dated "JAN 2024" 6) 2 weeks notice will be required for scheduling.

THANK YOU FOR THE OPPORTUNITY TO QUOTE, IF YOU HAVE ANY QUESTIONS PLEASE CALL.

TERMS PAYABLE UPON COMPLETION OF WORK - NO RETAINAGE WITHHELD ☐ OTHER: Please take notice: Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved land if they are not paid for their contributions, even if such parties have no direct contractual relationship

Minnesota law permits the owner to withhold from his contractor so much of the contract price as may be necessary to meet the demands of all other lien claimants, pay directly such liens and deduct the cost thereof from the contract price, or withhold amounts from his contractor until the expiration of 90 days from the completion of such improvements unless the contractor furnishes to the owner waivers of claims for mechanic's liens signed by persons who furnished any labor or material for the improvement and who provided the owner with timely notice

ACCEPTANCE OF BID

Ulland Brothers, Inc.

The above specifications and contracts are satisfactory, and (I) (we) hereby authorize the performance of this

Ben Gaard

2/27/2024

02/28/2024 24GREENL *** Dave

Biditem

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160.00

16,000.00 350.00 14,919.00 1,950.00 1,127.00 2,475.00 2,200.00 892.50 1,890.00 73,080.00 1,029.00 882.00

Bid Total

ΕA

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for you

Township Tuesday

UPDATE:

We will not be hosting Township Tuesday on March 18 and April 2.

When

1st and 3rd Tuesdays of the month

10:00am - 11:00am (Central Time)

How to Join

Zoon

Link: https://us02web.zoom.us/j/88491131671

Meeting ID: 884 9113 1671

Dial in by phone: (646) 558-8656

Passcode: 88491131671#

Previous Township Tuesdays

