

Township of Breitung Agenda – Regular Board Meeting

Township of Breitung Regular Board Meeting 11/21/2025 Breitung Community Center 6:00 PM

- Call the meeting to order/Roll Call
- Pledge of Allegiance
- Acceptance of Agenda
- Approval of Minutes
 - 10/21/2025 Regular Board Meeting
- Approval of October 2025 Treasurer's Report
 - Checks Written: 50386 – 50464
 - Total Disbursements: \$80,607.41
 - Fund Balance: \$902,906.99
 - Voided Checks: 50443 – 50545 (printing error)
- Correspondence
 - Cory Slifko Memorial Softball Tournament
 - Minnesota Township Insider – Chuck Tekautz
 - Jon Fisher/Mr. Landman

Reports:

- Police – Attached
- Fire & Rescue – Attached
- Road and Bridge – Attached
- Wastewater Board
- Ambulance Commission
- Housing – None
- Recreation
- Lake Vermilion Lodging Tax Board

Old Business

- Police Local 346 Union Contract
- Police Squad Replacement
- Current Infrastructure Projects
 - 2023 Infrastructure
 - McKinley Park Trail Loop
 - Thompson Farm Road
 - Stuntz Bay Access Rd
- Flood/FEMA process – Attached
- Broadband Project
- McKinley Park Campground
 - Manager & Contract

- Accessibility Project

New Business

- Pay Bills as presented
- IRRR Culture & Tourism Grant Agreement
- Police Internship
- Part-time Police Applicant
- Tacos with Cops Income
- Operating Engineers Local 49 Memorandum of Understanding

Next Board Meetings

Regular Board Meeting: Tuesday, December 16, 2025

Adjourn

Breitung Township
Regular Board Meeting 10-21-2025, 6:00 PM
In Person Meeting at the Timothy Tomsich Community Center
33 First Avenue, Soudan MN 55782

Present In Person:

Board Members: Chairman Matthew Tuchel, Supervisor Erin Peitso, Supervisor Stephen Tekautz, Clerk Amber Zak, Treasurer Teresa Dolinar

Public: Police Chief Daniel Reing, Fire Chief Trevor Banks, Maintenance Supervisor Tom Gorsma, Nancy Larson, Dianna Sundahl, Stephanie Ukkola (The Timberjay Newspaper)

Call to Order at 6:00 PM by Chairman Tuchel

Pledge of Allegiance

Acceptance of Agenda

Motion by Supervisor Tekautz to accept the agenda as presented

2nd by Chairman Peitso

Motion Passed 3-0

Approval of Minutes

Motion by Chairman Tuchel to approve the minutes of the 09-16-2025 Regular Board Meeting as presented

2nd by Supervisor Tekautz

Motion passed 3-0

Approval of Treasurer's Report

Motion by Chairman Tuchel to accept the September 2025 Treasurers Report as presented

2nd by Supervisor Peitso

Motion passed 3-0

Correspondence

- St. Louis County – AIS Grant
 - Supervisor Tekautz agreed to look over the opportunity to benefit either McKinley Park or Stuntz Bay Landing
- St. Louis County – Board of Adjustment
- Stephanie Ukkola – Girl Scout Troop 1302
 - Clerk Zak agreed to work with the girl scout troop on dates pending whether others would like to reserve the town hall as paying renters on reserved dates
- St. Louis County Association of Townships
- RAMS Annual Dinner Invitation

Correspondence so noted.

Public Input

None

Reports

- Police – Attached, Chief Reing reported that 175-200 people had been present at Tacos with Cops. Supervisor Tekautz questioned whether the township could continue to event; Clerk Zak explained that the event was fine, however donations could be accepted but not *solicited*.
- Fire – Attached.
- Road and Bridge – Attached.
- Wastewater Board – Chairman Tuchel noted that water plant construction was still ongoing.
- Ambulance Commission – No meeting; Chairman Tuchel noted that the ALS would not start until next year as they were still waiting on fleet vehicles but offered to start training with TAAS.
- Housing – No meeting/report
- Recreation – Supervisor Peitso stated that she had not yet heard if Breitung Township had received the grant, the expectation was to hear this month.
- Lake Vermilion Lodging Tax Joint Powers Board – Chairman Tuchel discussed the same day meeting held at the Timothy Tomsich Community Center; revenue is up by 17.5%, the switch to MN Dept of Revenue collections would be occurring in November. The next meeting is scheduled for January.

Old Business:

Police Local 346 Union Contract

The proposed updates of the contract were reviewed by Supervisors. It was noted that the biggest change was the pay increase and the uniform allowance increase with the option to carryover balances up to \$2000. Chairman Tuchel questioned whether the uniform allowance increase and carryover was necessary; Fire Chief Trevor Banks volunteered information as a former law enforcement agent, explaining that the cost of uniforms was only going up and it only took one incident to ruin any part of a uniform (blood, tears, etc).

Clerk Zak requested that the holiday pay wording be updated to match that of the Maintenance Union Contract as it contained the same benefit but clearer description. She stated that should there be new personnel in the positions of clerk or treasurer in the future, it would be easier for a new employee to follow the pay benefit. Additionally, it was clarified that the work week and pay schedule could be determined by the Treasurer to better suit payroll needs.

Further discussion was had concerning the funding of the contract; Chairman Tuchel noted that his goal was to have a fully funded year of police coverage in the bank in the event that the City of Tower should opt out of the contract. Clerk Zak and Deputy Clerk Sundahl offered that they were under the impression that those funds were already in township accounts; Chairman Tuchel directed Treasurer Dolinar to verify that the funds had been set aside.

Motion by Supervisor Tekautz to accept the proposed contract with the contingency that the new wording ("Holidays will be compensated by an extra paid day off, or on approval of the Employer, payment will be given to the employee. If work is required on a holiday, employee will be paid time and a half plus one day off") be applied to the holiday section and the removal of Uniform Allowance Carryover language be removed

2nd by Supervisor Peitso

Motion passed 3-0

Police Squad Replacement

Chief Reing noted that his previously supplied quotes from ESU Pursuits were not associated with the state's cooperative purchasing venture. Clerk Zak referred to the MAT Manual on Town Government, explaining that, "When a contract is estimated to exceed \$25,000, a town "must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture (CPV) before purchasing through another source." Minn. Stat. SS 471.345, subd 15. Therefore, the minutes of the meeting should at least reflect that the board reviewed the items available through and explain why the board decided not to purchase from the state (if that is the decision)."

With this information, the board tasked Chief Reing with getting a quote for the add-on equipment if the vehicles were purchased from Lundgren Motors (CPV) prior to the next meeting. If the quotation for the add-ons was comparable, the board could make a decision at that time to order the new vehicle.

Current Infrastructure Projects

- 2023 Infrastructure Project – A final pay estimate was submitted in the amount of \$16,611.22 with a contingency that Mesabi Bituminous submit their IC-134 forms. The board questioned Change Order #3 in the amount of \$7,280.35; not being able to locate said change order and with the IC-134 forms still not submitted, the board elected to table the matter until next meeting. The clerk was directed to contact JPJ regarding Change Order #3 as well as find out if there were any additional invoices to be received from JPJ.
- McKinley Loop Trail – Nothing new, waiting on wetland credits and easements
- Thompson Farm Road Project – MNDOT stipulated 6 additional requirements prior to going to bid; 4 of the 6 changes have been completed with the next two expected to be completed next week. Chairman Tuchel noted that the DNR was intending to do a grand opening of the new recreation area Memorial Weekend of 2026; it is his desire that the trail at least be punched in by that time for the riders
- Stuntz Bay Access Road – Waiting to hear from Eric Fallstrom of St Louis County on project closeout

Flood/FEMA process – Attached, Clerk Zak questioned whether Stuntz Bay Road would be repaired, Chairman Tuchel indicated a 50/50 chance.

Broadband Project

Nothing new to report.

Joint Comprehensive Plan

Heard that Tower made a motion to update the JCP pending project funding from IRRR, however the City was not currently ready to start the project as they will soon be losing their Clerk/Treasurer and are in the process of replacement. It was decided to hold off on the JCP until the city had someone established in the position and ready to take on the task of meetings and organization. The JCP will again be looked at in February.

Workers' Compensation Insurance

Supervisors Reviewed the Employee Handbook changes submitted by township attorney; heard that two items were cause for concern:

Page 4, remove suggestion regarding Accommodations: *Breitung Township will provide reasonable accommodations for disability, including, but not limited to, reassignment of marginal job duties, additional breaks, or leave.*

Page 16, keep suggestion subtraction regarding Jury Duty Leave: *Breitung Township may request that an employee be relieved from jury duty if we think that their absence from work would cause serious operational problems.*

Motion by Chairman Tuchel to approve the changes to the Breitung Township Employee Handbook contingent on the adjustments referred to above and approved as legal by the township attorney

2nd by Supervisor Peitso

Motion Passed 3-0

Minnesota Paid Leave Act

Treasurer Dolinar indicated that the township would need to display a poster for employees as well as send out a letter notifying them of how the MN Paid Leave Act will be handled by December 1, 1025. Board members discussed paying the full .88% versus having the employee and township split the cost by paying .44%/.44%, with concerns over future costs. It was noted that the coverage could be changed yearly, if necessary, Supervisor Tekautz indicated that he expected the unions to push for full township coverage

Motion by Supervisor Tekautz to pay the full .88% of the assessment for the wages of qualifying employees

2nd by Chairman Tuchel

Motion passed 3-0

McKinley Park Campground

- **Manager & Contract:** Supervisor Tekautz noted that he'd like to see the township make more revenue on the campground venture, mentioning he'd like to see a contract more similar to that of the City of Tower; issues to note in updating the contract include added responsibilities and the cost associated with those responsibilities and whether equipment should be provided by the contractor or the township (mowers, weed whips, etc). Supervisors agreed to review the current contract and mark it up for edits; Clerk Zak agreed to compile the requested changes into one draft document.
- **Accessibility Project:** Supervisor Tekautz proposed the project making McKinley Park Campground handicap accessibility, note that Hibbing had recently developed the only accessible campground in the area, gave the floor to Nancy Larson to discuss the process. Nancy explained that the funding of an accessibility project could come from the DNR Outdoor Recreation Grant; for this grant, she explained, planning is the most important piece. She noted that to figure out what needed to be adjusted (accessible docks, beach, camper pads, amenities, etc), the township could hire an Accessibility Specialist with an estimated cost of \$2,000 - \$7,000 which could be covered by a 50/50 IRRR grant. She discussed that an updated Comprehensive Plan would be very helpful, it would be important to have a committee, do a survey of the needs, and meetings. She tasked the township with organizing a committee to get an assessment of what improvements citizens and visitors feel should be made.

New Business:

Pay Bills as Presented

Motion by Supervisor Peitso to Pay Bills as Presented

2nd by Supervisor Tekautz

Motion Passed 3-0

Fire Truck Purchase

Fire Chief Banks spoke on his request to purchase a used fire truck to replace Tender #2, detailing benefits of the vehicle (automatic transmission, back up camera, run & pump, etc), and the negotiation process (original asking price was \$200k).

Clerk Zak provided attorney correspondence information indicating that the truck could be purchased without going through the steps of receiving sealed bids. The explanation provided by Robert Pearson, township attorney, was as follows: 'Minn Stat 471.3455 that carves out an exception for the purchase of public safety equipment (like fire trucks). The law specifies that "Notwithstanding section 465.71 or 471.345, a local government may acquire by purchase or lease used public safety equipment without competitive bidding or proposals if the equipment is clearly and legitimately limited to a single source of supply, and the contract price may be best established by direct negotiation."

It was noted that once the purchase and transfer of vehicle was completed, the Fire Department and Breitung Township would look into selling the old truck.

Motion by Supervisor Tekautz to approve the purchase of the fire truck as presented for the price of \$190,000

2nd by Supervisor Peitso

Motion passed 2-0 with Chairman Tuchel abstaining due to conflict of interest

Equipment Sale

The board reviewed a request by Maintenance Supervisor Gorsma to sell two pieces of equipment on MN-Bid, a mower with snowblower attachments and a 9 x 12 utility trailer with a lifetime license
Motion by Chairman Tuchel to approve the sale of said equipment on MN-Bid

2nd by Supervisor Peitso

Motion Passed 3-0

Snow Removal Contractor

Maintenance Supervisor Gorsma expressed interest in hiring a contractor to do snow removal this winter; due to the Maintenance Assistance being out on injury and only minimal interest from local snow plow drivers previously used, he requested to have operators from C & C Winger contracted to do the work on heavy snowfalls. The cost of an operator was currently unknown, but it would be a union rate as the employees of the company are unionized operators.

Motion by Supervisor Tekautz to have Supervisor Peitso negotiate the cost and scope of work with Maintenance Supervisor Gorsma and Corey Winger of C & C Winger

2nd by Supervisor Peitso

Motion Passed 2-0 with Chairman Tuchel abstaining due to conflict of interest

St Louis County Association of Townships

Board discussed the merits of being part of the SLCAT and that the cost of \$150 + \$0.10/capita was relatively minimal, board approved membership to the SLCAT for the fee, no motion was made due to the relatively low dollar amount of the membership

Resolution 2025-21: Accepting Donations

Motion by Chairman Tuchel to approve Resolution 2025-21

2nd by Supervisor Peitso

Motion passed 3-0

Next Board Meetings

Regular Board Meeting on 11/18/2025 at 6:00 PM

Adjourn

Motion by Chairman Tuchel to adjourn the meeting at 8:08 PM

2nd by Supervisor Peitso

Motion passed 3-0

Respectfully Submitted

Amber Zak
Clerk, Breitung Township

Township of Breitung
Profit & Loss
October 2025

	Oct 25
Ordinary Income/Expense	
Income	
Interest	1,739.11
McKinley Park Campground	24,027.00
Miscellaneous	7,139.45
Police Miscellaneous	2,790.00
Projects/Grants/CDBG	13,858.51
Rents	50.00
Snow Assessment	420.00
St. Louis County	
DNR -PILT	0.04
Total St. Louis County	0.04
State of Minnesota	
FEMA	87,913.30
Total State of Minnesota	87,913.30
Water Dept Reimb	685.44
Total Income	138,622.85
Gross Profit	138,622.85
Expense	
Dues-Subscriptions-Licenses	
General	300.00
Total Dues-Subscriptions-Licenses	300.00
Electricity & Water	
Fire	221.32
General	221.33
Park	2,378.00
Police	184.67
Recreation	125.73
Road & Bridge	990.44
Total Electricity & Water	4,121.49
Fuel - Fuel Oil	
Police	1,481.13
Road & Bridge	342.93
Total Fuel - Fuel Oil	1,824.06
Insurance	
General	0.00
Police	16.00
Road & Bridge	32.00
Total Insurance	48.00
Payroll Expenses	
General	509.04
Police	1,497.92
Road & Bridge	4,800.21
Payroll Expenses - Other	28,143.88
Total Payroll Expenses	34,951.05
Reconciliation Discrepancies	4.94

Township of Breitung
Profit & Loss
October 2025

	Oct 25
Services Rendered	
Fire	1,041.87
General	5,071.75
Park	11,961.28
Recreation	0.00
Road & Bridge	450.76
Special Projects	4,500.00
Total Services Rendered	23,025.66
Supplies	
Fire	4,435.40
General	899.79
Park	779.19
Police	432.61
Recreation	553.20
Road & Bridge	8,396.76
Total Supplies	15,496.95
Telephone	
General	120.27
Park	1,061.34
Police	333.95
Road & Bridge	36.24
Total Telephone	1,551.80
Total Expense	81,323.95
Net Ordinary Income	57,298.90
Net Income	57,298.90

Township of Breitung
Balance Sheet
As of October 31, 2025

	Oct 31, 25
ASSETS	
Current Assets	
Checking/Savings	
4M Fund General MN0102392001	410,055.95
FBT-Savings Cert #1300319690	96,043.61
FBT - Reserve Account	48,257.14
Frandsen - MMD Savings #86	67,920.68
Frandsen - NOW #00 008 6	320,498.87
HY Money Market XXX477	25,079.18
Park State Bank- NOW - Cook	149.77
Water Department - SBT NOW	18,067.51
Water Department - SBT Savings	70,135.50
Total Checking/Savings	1,056,208.21
Other Current Assets	
Accounts Receivable - Water	27,884.08
County Taxes Receivable	23,559.11
Total Other Current Assets	51,443.19
Total Current Assets	1,107,651.40
Fixed Assets	
1983 Caterpillar Grader	80,000.00
1998 Ford Water Tender	58,000.00
2001 Ford F-550 Fire Truck	101,904.04
2004 Polaris 4-Wheeler	2,500.00
2008 Custom Fire Truck	199,971.00
2013 24 Pulsecraft Fire Boat	95,500.00
2013 Arctic Cat Sowmobile	11,451.65
2013 Ford F-350 Truck/plow	56,321.98
2015 John Deere Loader	170,328.00
2016 John Deere Zero Turn Mower	8,766.00
2017 Ford Explorer Police Car	29,195.00
2017 John Deere Tractor 1025R	16,957.00
2021 GMC Sierra 2500 Truck	24,306.34
2023 International Dump Truck	149,792.47
2024 Bobcat Tool Cat	79,338.61
Campground Office	262,500.00
Construction In Progress	246,097.22
Contents-Campground Office	22,500.00
Contents-FH,G,PO	48,750.00
Contents Police Office & Garage	39,375.00
Contents Truck Storage	16,875.00
Entrance Signs	22,000.00
Fire Dept Equipment	15,671.72
Fire Hall,Garage, Post Office	300,000.00
Garage Equipment	5,000.00
Land-Ballfield Complex	10,000.00
Land-McKinley Park Campground	292,700.00
Land-Township Complex	20,000.00
Land - Township Lots	88,300.00
MINOS Building	863,964.00
Police Equipment	12,000.00
Police Office & Garage	60,000.00
Truck Storage	50,625.00
Total Fixed Assets	3,460,690.03
TOTAL ASSETS	4,568,341.43

Township of Breitung
Balance Sheet
As of October 31, 2025

	Oct 31, 25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	44,277.30
Accrued Salaries	2,332.60
Payroll Liabilities	4,620.38
Taxes Receivable	23,559.11
Total Other Current Liabilities	<u>74,789.39</u>
Total Current Liabilities	<u>74,789.39</u>
Long Term Liabilities	
FBT - Rehab Loan	225,713.00
Total Long Term Liabilities	<u>225,713.00</u>
Total Liabilities	<u>300,502.39</u>
Equity	
Opening Bal Equity	1,837,341.53
Retained Earnings	2,115,013.08
Net Income	315,484.43
Total Equity	<u>4,267,839.04</u>
TOTAL LIABILITIES & EQUITY	<u><u>4,568,341.43</u></u>

BREITUNG TOWNSHIP

2025

	General	R & B	Fire	Park	Rec	Police	Projects	TOTALS
Balance Forward	218,259.23	(4,667.27)	53,193.27	45,208.36	20,222.42	104,675.82	(79,846.59)	357,045.24
January Receipts	4,544.65	131,700.68	2,217.68	28,500.00	1,083.33	5,500.19	111,638.50	285,185.03
January Disbursements	135,627.85	30,454.00	5,261.07	48,505.18	1,505.30	41,415.51	28,183.79	290,952.70
2025 January	87,176.03	96,579.41	50,149.88	25,203.18	19,800.45	68,760.50	3,608.12	351,277.57
February Receipts	15,056.02	12,977.30	0.00	11,148.00	0.00	0.00	1,215.50	40,396.82
February Disbursements	12,685.26	31,516.79	4,440.29	7,076.43	2,096.04	11,338.59	15,034.16	84,187.56
2025 February	89,546.79	78,039.92	45,709.59	29,274.75	17,704.41	57,421.91	(10,210.54)	307,486.83
March Receipts	202,290.55	0.00	150.00	15,733.00	140.00	22,530.75	102,010.50	342,854.80
March Disbursements	27,093.85	32,561.88	9,183.09	12,621.13	1,972.97	27,176.10	13,796.15	124,405.17
2025 March	264,743.49	45,478.04	36,676.50	32,386.62	15,871.44	52,776.56	78,003.81	525,936.46
April Receipts	7,539.83	14,894.98	600.00	3,500.00	0.00	1,483.47	53,639.07	81,657.35
April Disbursements	13,504.45	20,763.64	10,351.99	3,092.07	719.67	15,235.19	52,708.07	116,375.08
2025 April	258,778.87	39,609.38	26,924.51	32,794.55	15,151.77	39,024.84	78,934.81	491,218.73
May Receipts	12,249.69	52,751.78	725.06	44,306.45	0.00	23,831.68	1,816.99	135,681.65
May Disbursements	9,841.66	19,342.10	11,277.41	20,470.72	1,535.55	12,793.34	113,978.88	189,239.66
2025 May	261,186.90	73,019.06	16,372.16	56,630.28	13,616.22	50,063.18	(33,227.08)	437,660.72
June Receipts	4,501.86	0.00	4,128.00	29,876.39	0.00	4.00	26,269.32	64,779.57
June Disbursements	30,999.57	21,109.98	5,036.47	22,166.18	6,406.13	11,453.14	6,692.39	103,863.86
2025 June	234,689.19	51,909.08	15,463.69	64,340.49	7,210.09	38,614.04	(13,650.15)	398,576.43

2025	General	R & B	Fire	Park	Rec	Police	Projects	TOTALS
July Receipts	121,133.98	188,169.79	51,237.78	33,270.50	25,456.26	83,229.49	465.50	502,963.30
July Disbursements	20,522.23	39,685.66	60,916.96	41,442.54	7,132.46	18,323.96	230.00	188,253.81
2025 July	335,300.94	200,393.21	5,784.51	56,168.45	25,533.89	103,519.57	(13,414.65)	713,285.92
August Receipts	183,483.53	3,888.86	1,212.80	33,838.65	0.00	1,933.71	1,681.00	226,038.55
August Disbursements	29,039.63	27,985.12	2,895.27	15,623.48	6,460.49	13,422.01	4,511.00	99,937.00
2025 August	489,744.84	176,296.95	4,102.04	74,383.62	19,073.40	92,031.27	(16,244.65)	839,387.47
September Receipts	95,389.97	6,321.02	0.00	34,546.06	0.00	0.00	465.50	136,722.55
September Disbursements	74,976.75	14,246.32	2,516.50	23,120.75	2,904.61	13,453.54	0.00	131,218.47
2025 September	510,158.06	168,371.65	1,585.54	85,808.93	16,168.79	78,577.73	(15,779.15)	844,891.55
October Receipts	9,614.00	88,333.34	0.00	24,027.00	0.00	16,648.51	0.00	138,622.85
October Disbursements	16,840.03	23,435.76	7,437.80	16,826.94	1,715.51	9,851.37	4,500.00	80,607.41
2025 October	502,932.03	233,269.23	(5,852.26)	93,008.99	14,453.28	85,374.87	(20,279.15)	902,906.99
November Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
November Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2025 November	502,932.03	233,269.23	(5,852.26)	93,008.99	14,453.28	85,374.87	(20,279.15)	902,906.99
December Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2025 December	502,932.03	233,269.23	(5,852.26)	93,008.99	14,453.28	85,374.87	(20,279.15)	902,906.99
RECEIPTS	655,804.08	499,037.75	60,271.32	258,746.05	26,679.59	155,161.80	299,201.88	1,954,902.47
DISBS	371,131.28	261,101.25	119,316.85	210,945.42	32,448.73	174,462.75	239,634.44	1,409,040.72

Township of Breitung

Deposit Detail

October 2025

Department	Date	Name	Memo	Account	Amounts
Road & Bridge	10/01/2025	St. Louis County	Deposit St Louis Cty	DNR -PILT	\$0.04
Road & Bridge	10/29/2025	State of Minnesota	Emer Mgmt PA	FEMA	\$87,913.30
Road & Bridge				Snow Assessment \$420	\$88,333.34
McKinley Park	10/01/2025	McKinley Park Campground	CCD 310.00	McKinley Park Campground	\$310.00
McKinley Park	10/02/2025	McKinley Park Campground	CCD	McKinley Park Campground	\$450.00
				Winter Storage \$9000	
McKinley Park	10/07/2025	McKinley Park Campground	Electricity & CTC	McKinley Park Campground	\$1,339.00
McKinley Park	10/07/2025	McKinley Park Campground	week of 9/30/25	McKinley Park Campground	\$12,928.00
					\$24,027.00
General	10/14/2025	Breitung Water Department	Invoice 2025-2	Miscellaneous	\$252.98
General	10/14/2025	Breitung Water Department	Invoice 2025-6	Miscellaneous	\$4,196.04
General	10/30/2025	Breitung Water Department	Oct Payroll Reimb	Miscellaneous	\$2,690.43
General	10/14/2025	Deposit	S. Burgess	Rents	\$50.00
General	10/21/2025	Breitung Water Department	Invoice 2025-4	Water Dept Reimb	\$685.44
					\$7,874.89
Police	10/07/2025	Donations	taco with a cop	Police Miscellaneous	\$995.00
Police	10/07/2025	Donations	Nancy Tekautz	Police Miscellaneous	\$50.00
Police	10/07/2025	Donations	Pike river Products	Police Miscellaneous	\$50.00
Police	10/07/2025	Donations	Mckinley park CG	Police Miscellaneous	\$50.00
Police	10/07/2025	Donations	Timothy Tomsich	Police Miscellaneous	\$25.00
Police	10/07/2025	Donations	diannaz dreamz llc	Police Miscellaneous	\$100.00
Police	10/07/2025	Donations	John Jhul	Police Miscellaneous	\$1,000.00
Police	10/07/2025	Donations	Robert Pearson	Police Miscellaneous	\$200.00
Police	10/07/2025	Donations	Paul Pishler	Police Miscellaneous	\$100.00
Police	10/14/2025	Donations	Taco with Cops	Police Miscellaneous	\$120.00
Police	10/14/2025	Frandsen Bank & Trust	taco with cops	Police Miscellaneous	\$100.00
Police	10/01/2025	State of Minnesota	Police State Aid	Projects/Grants/CDBG	\$13,858.51
					\$16,648.51
Deposits					\$136,883.74
Interest	10/31/2025		Interest	FBT - Reserve Account	\$30.51
Interest	10/31/2025		Interest	HY Money Market XXX477	\$79.18
Interest	10/31/2025		Interest	Frandsen - MMD Savings #86	\$43.24
Interest	10/31/2025		Interest	Frandsen - NOW #00 008 6	\$174.60
Interest	10/31/2025		Interest	4 M Account	\$1,451.58
					\$1,779.11
Checks	80,607.41				
Park State Bank	1807				
Frandsen	50386-50464				
Voided	50443-5054	! upside down in printer			

Iron Rangers -

Thank you for always coming and
Playing in the Slifko tournament. We
greatly appreciate it! We look forward
to next year Sept 12th, 2026.

Be safe and Take Care!

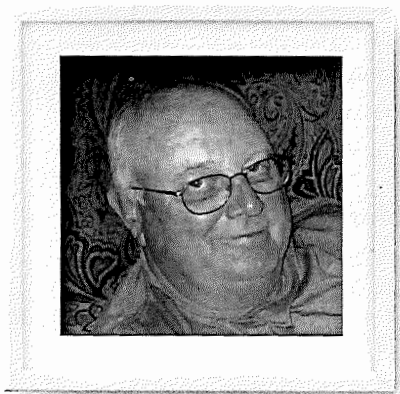
Love,
Katie, Ethan, Maya
#2106

Thank you for your incredible support of the Cory Slifko Memorial Softball Tournament! Thanks to the generosity of our sponsors, we raised over \$59,000 this year, bringing our total to more than \$260,000. These funds are vital in breaking the stigma surrounding mental health and supporting first responders and their families. One of the most rewarding parts has been seeing these officers get a much-needed break from their daily challenges, while also feeling the outpouring of love and support from their communities. We couldn't have done it without you, and we're excited to team up with you again next year!

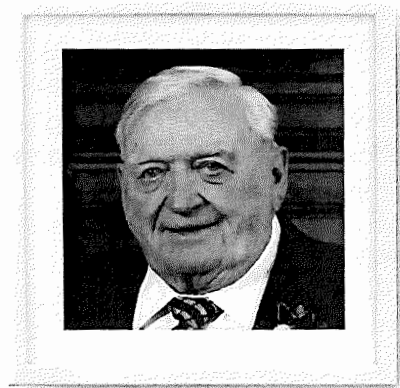
Team Slifko

#2106neverforgotten

MEMORIALS



Charles John "Chuck" Tekautz 85, of Soudan, completed his final earthly journey on Monday, June 9, 2025, at his home in Soudan, surrounded by his wife and other family members. Chuck lived a life of public service, teaching CPR, volunteering as a Firefighter and EMT for Tower Fire Department and Ambulance Service, and serving on the Tower City Council. Chuck served on the **Breitung Township (St. Louis County)** board from 2006 – 2024, 18 years. Breitung Town Board honored Chuck's life with a moment of silence at their June 17th board meeting. Thank you for dedication and service, Chuck, may you now rest in peace.



William E. "Bill" Nelsen of **Baytown Township (Washington County)** passed away peacefully on September 2, 2025, at the age of 95. Born in Stillwater in 1930, Bill grew up on the family farm and carried a lifelong love of aviation into his service with the U.S. Air Force and later the Air National Guard, where he served with distinction until retiring in 1985. Bill was best known for his remarkable 30 years of service as a Supervisor on the Baytown Township Board. With a particular dedication to preserving township roads, he faithfully guided Baytown through years of growth and change. Upon his retirement in 2013, Commissioner Kriesel praised Bill's steady leadership, noting his commitment to promoting the welfare of residents, lending a helping hand, and supporting orderly development. Bill was loved by many and will be greatly missed.

SEND MILESTONES TO:

info@mntownships.org

or MN Association of Townships

PO Box 267, St. Michael, MN 55376

Please include a photo and a writeup.

JON FISHER



Dear RV Park & Campground Owner,

Do you know what your RV park or campground would sell for today? In the past year, financing costs have eased, lender appetite has improved, and buyer activity in outdoor hospitality has remained resilient. As a result, well-run parks are trading faster and at stronger pricing than many owners expected—especially assets with clean books, clear utility setups, and room to push rates or add amenities.

I'm Jon Fisher, a national commercial broker based in Champaign, IL and currently licensed in 26 states. I market and sell RV parks, campgrounds, and MHPs across the country for everyone from first-time sellers to institutional owners. My buyer base is deep and targeted: more than 31,000 active investors in my database, plus proven advertising "honey holes" that consistently put listings in front of real RV-park buyers—not tire-kickers.

If your park is underperforming, you're nearing retirement, staring at an adjustable-rate reset, or simply curious whether it's time to harvest gains, let's talk. I'll give you a straightforward read on value, outline the few must-fix items that shift price the most, and propose a marketing plan that reaches qualified buyers quickly without disrupting operations.

Even if you're not selling this season, hang onto this letter. I enjoy connecting with owners, comparing notes on what's working, and building relationships long before a sale is on the table. When you're ready—whether that's next month or next year—reach out and we'll map the best path forward.

Jon Fisher, Broker



MR. LANDMAN, LLC

jon@mrlandman.com

217-202-0924

"If your property is already listed with a licensed broker kindly disregard this letter."

CALL 217-202-0924

EMAIL JON@MRLANDMAN.COM

MRLANDMAN.COM
ILLINOISFARMGROUND.COM



JON FISHER



My name is Jon Fisher, and I serve as the designated managing broker for MR. LANDMAN, LLC in Champaign, IL. With eight years of experience as a farm ground broker and thirty-three years as an auctioneer, I bring a wealth of expertise to the real estate industry. Prior to my career in real estate, I owned an international swine genetic business for twenty-two years.

Over the past eight years, I've facilitated nearly \$200,000,000 in real estate transactions and am licensed in 26 states. My dedication and success in the field have been recognized three times by CREXI.com with their Platinum Broker Award, placing me in the top 0.005% of commercial agents nationally.

Born and raised on the original family farm settled by my ancestors in the mid-1860s, my roots in agriculture run deep. I graduated from Unity High School in Tolono in 1991, where I served as senior class president and participated in athletics, musicals, and livestock exhibitions. Following high school, I pursued a degree in agricultural economics from the University of Illinois, graduating in 1995.

Outside of work, I enjoy watching live sports, attending my children's events, and actively participating in my church community. Additionally, I support the University of Illinois Athletics Department by serving as a PA announcer.

Jon Fisher



CALL 217-202-0924

EMAIL JONFISHER1991@GMAIL.COM

MRLANDMAN.COM

ILLINOISFARMGROUND.COM



BREITUNG POLICE DEPARTMENT

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

PHONE: (218) 753-6660

41 1ST AVE • P.O. BOX 6

DANIEL REING

FAX: (218) 753-2407

SOUDAN MN 55782

CHIEF OF POLICE

October 2025 Monthly Report

Calls for Service (ICRs) 73

Citations: 2

1 adult female citation for Unlicensed Dog

1 adult male citation for Speed (81/60)



BREITUNG POLICE DEPARTMENT

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SOUDAN MN 55782

CHIEF OF POLICE

October was a busy month. G.R.E.A.T classes are in full swing. The Tower students enjoy learning the curriculum and love to participate. Classes start in Babbitt elementary the first week in November.

Tacos with Cops was a success again this year. I can't believe we just completed the 4th one. I am so thankful for being able to serve this wonderful community. I want to thank my family for all of their help. I could not have done it without them! I am truly blessed in so many ways. Thank you to Officer Shenett and Officer Vukad for your help as well! I am truly honored to work with both of you. Thank you to Angelica Karolczak for the help as well! Officer Karolczak was performing his duties in Chisholm, and wished he could have dropped in for some food. Thank you to Special Agent Jessica Asche and Special Agent AJ Morse of the BCA for their help as well. This is an event that takes a whole year in the making. I have so many people behind the scenes that I could list as well; but this report would be several pages. Thank you to all who came and ate. This event is about community and coming together. Thank you for your donations, as always it will be put to good use!

The Trick or Treat event in downtown Tower on October 30th was very enjoyable. It was fun to see the different costumes. I liked passing out candy and interacting with the community members. There was a large turnout as always. Everyone stayed safe which is always the goal.

On Halloween, the Scenic Rivers Clinic hosted an event as well. Officer Shenett and I passed out candy and visited with the young participants. Tower Fire and Tower Ambulance were also there visiting.

Deer season is right around the corner, please be safe.

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

October 2025 Fire Dept Report

Our regular monthly fire department meeting was held on 10/08/2025.

This month's training consisted of Ropes, Ladders, hand tools and gas powered equipment. The training was conducted by our training officer.

For the month of October, we responded to a Structure Fire (burning wires), Automatic Fire Alarm, Power Pole Fire, Water Main Break, Fire Alarm at a Business, and Motor Vehicle Accident (false.)

Road and Bridge November 2025

Maintenance and grading of gravel roads

Lifted last two docks

Finished winterizing McKinley park

Maintenance on equipment

Seasonal maintenance on buildings and grounds

Continued lead water line inventory

Numerous seasonal water shut offs

Fire hydrant maintenance

Swept trails

Continue televising sewer laterals

Plows and sanders on equipment

From: Jesse Smith <jesse@teamsters346.com>
Sent: Monday, November 17, 2025 1:33 PM
To: clerk@breitungtownship.org
Cc: daniel.reing@breitungtownship.org; supervisor1@breitungtownship.org
Subject: Re: We have received your submission re: Notice of Desire to Negotiate
Attachments: Breitung Township PD Tentative Agreement UPDATE.docx

Greetings Amber,

I have attached an updated tentative agreement. I highlighted the portions that have been tentatively agreed to and ratified by both the union and the township. As we discussed on the phone, the only remaining item is for the township to ratify the additional PFML language. Specifically, this includes:

- Allowing employees to use sick time, comp time, vacation time, PTO, etc. while on PFML to make themselves whole; and
- Ensuring that employees receiving PERA continue to receive PERA contributions on the portion they pay to make themselves whole, provided it meets the legal threshold.

All other PFML provisions have already been ratified by both the union and the township, including the township agreement to pay 100% of the PFML premium for both the employer and the employees. Once the outstanding PFML language is approved, we will add the full MOU language into the contract.

I did not have enough time to update the Word version of the full contract. However, the board can review the attached agreement and, if they approve the language you and I discussed, they may sign their portion of the contract signature page from the earlier draft I sent you.

After that, we can insert the updated agreement language into the contract. Once both parties confirm that the final version is accurate, we will attach the township's signed signature page and then Teamsters can sign our portion to finalize the agreement.

Thank you, Amber. Let me know if you need anything further.

Jesse Smith

Recording Secretary
Teamsters General Local 346
Cell – (218) 849-1337
Email - jesse@teamsters346.com
Website - www.teamsterslocal346.com

Teamsters General Local Union No. 346

TENATIVE AGREEMENTS & RATIFIED AGREEMENTS: Township of Breitung Police Department

1. Retroactivity

The Union proposes that all negotiated salary adjustments and benefit changes be made retroactive to January 1, 2026, in the event the new Agreement is executed or takes effect after the expiration of the previous contract on December 31, 2025. Any agreed-upon language modifications shall become effective January 1, 2026, or upon ratification of the Agreement, whichever is later. **RATIFIED BY THE UNION. RATIFIED BY THE TOWNSHIP AT LAST MEETING.**

2. Article XXII – Wages

Section 22.1 – Salary Schedule

The wages and salary schedule agreed upon shall be incorporated into this Agreement as Appendix A. **RATIFIED BY THE UNION. RATIFIED BY THE TOWNSHIP AT LAST MEETING.**

The Union proposes the following wage increases over a three (3) year term:

Classification	1/1/2026 (6%)	1/1/2027 (5%)	1/1/2028 (4%)
Police Chief	\$34.98	\$36.72	\$38.18
Lieutenant	\$30.81	\$32.35	\$33.64
Full-Time Officer	\$23.98	\$25.17	\$26.17

3. Article X – Holidays

Section 10.3 – Holiday on Scheduled Day Off or Vacation

RATIFIED BY THE UNION. RATIFIED BY THE TOWNSHIP AT LAST MEETING.

When a paid holiday falls on an Employee's scheduled day off or during his/her vacation period, he/she shall receive an additional day of pay or an additional day of paid vacation time, at the option of the Employee, providing said Employee, in choosing the option, notifies the Employer at least five (5) working days prior to the holiday or by the last day of work prior to vacation. The Employee's Supervisor shall make the final decision as to the day to be taken off.

Proposed Addition – Holiday Pay Formula:

When an Employee works on a recognized holiday, the following pay structure shall apply:

- Hours worked + time-and-one-half (1.5x) of hours worked
- That total + the eight (8) hours of holiday pay

Example (8-hour shift):

8 hours worked + 4 hours (time-and-a-half) = 12 hours

12 hours + 8 hours (holiday pay) = 20 hours total

Employees may elect to receive these hours as pay on their paycheck or bank the total as compensatory time.

4. Article XIX – Uniform Allowance

Section 19.1 – Full-Time Employees

RATIFIED BY THE UNION. RATIFIED BY THE TOWNSHIP AT LAST MEETING.

The current uniform allowance of eight hundred dollars (\$800) per contract year shall be increased to one thousand dollars (\$1,000) per contract year.

5. Article X – Holidays (List of Recognized Holidays)

RATIFIED BY THE UNION. RATIFIED BY THE TOWNSHIP AT LAST MEETING.

Employees shall be entitled to the following paid holidays:

New Year's Day

Easter Monday

Memorial Day

Juneteenth

Independence Day (4th of July)

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Eve

Christmas Day

Proposed Addition: The Union proposes removing the existing Letter of Understanding (LOU) regarding holidays and incorporating Juneteenth (June 19th) into Article X – Holidays, Section 10.1, as a recognized paid holiday.

Language added to the Holiday Section “Holidays will be compensated by an extra paid day off, or on approval of the Employer, payment will be given to the employee. If work is required on a holiday, employee will be paid time and a half plus one day off”

6. Article XXV – Duration

RATIFIED BY THE UNION. RATIFIED BY THE TOWNSHIP AT LAST MEETING.

This Agreement shall be effective January 1, 2026, and shall remain in full force and effect until December 31, 2028.

On May 1, 2028, or any anniversary date thereafter, either party may provide written notice to begin negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2025.

7. Article – New Article – Paid Family & Medical Leave

TENATIVE AGREEMENT -THE LANGUAGE TO USE SICK TIME, COMP TIME, VACATION TIME AND PTO TIME TO MAKE YOU WHOLE WHILE ON PFML. WERE WAITING FOR THE BOARD TO MAKE A DECESION ON THIS LANGUAGE AND EITHER PUT HIS LANGUAGE DIRECTLY INTO THE CONTARCT OR PUT THE BELOW MOU INTO THE CONTRACT.

RATIFIED BY THE UNION. RATIFIED BY THE TOWNSHIP AT LAST MEETING-THE TOWNSHIP WILL COVER 100% OF THE PFML PREMIUMS FOR BOTH THE TOWNSHIP AND THE EMPLOYEES.

TEAMSTERS LOCAL 346

MEMORANDUM OF UNDERSTANDING

BETWEEN
BREITUNG TOWNSHIP
AND
TEAMSTERS LOCAL NO. 346
REGARDING MINNESOTA PAID FAMILY AND MEDICAL LEAVE (PFML)

This Memorandum of Understanding (MOU) is entered into between the Breitung Township ("Township") and Teamsters Local No. 346 ("Union"), representing employees covered under the collective bargaining agreement (CBA), for the purpose of clarifying and memorializing the parties' understanding and agreement regarding implementation of the Minnesota Paid Family and Medical Leave (PFML) Law, effective January 1, 2026.

1. Purpose

The purpose of this MOU is to establish the parties' mutual understanding concerning employer and employee responsibilities, benefits coordination, and compensation during leaves taken under the Minnesota Paid Family and Medical Leave program.

2. Premium Contributions

Effective January 1, 2026, the Breitung Township agrees to pay 100% (one hundred percent) of the Minnesota PFML premium contributions required under Minnesota Statutes Chapter 268B, as may be amended.

3. Use of Accrued Leave While on PFML

Employees utilizing Minnesota Paid Family and Medical Leave may elect to use any available vacation, paid time off (PTO), compensatory time, or sick leave concurrently with PFML benefits in order to remain whole (i.e., to receive full regular wages equivalent to their standard rate of pay).

Such use of accrued leave shall not reduce or interfere with the employee's eligibility to receive PFML benefits from the State of Minnesota.

4. PERA Contributions

Employees who are active participants in the Public Employees Retirement Association (PERA) plan shall continue to receive PERA contributions from the Township while on PFML if such leave qualifies as salary continuation or otherwise meets the definition of "covered salary" under Minnesota Statute and PERA administrative rules.

5. Non-Precedent Setting

This MOU shall not establish a precedent for any other matter or agreement between the parties. It is intended solely to address the implementation of Minnesota PFML as required by state law.

6. Duration

This MOU shall take effect on January 1, 2026, and shall remain in effect unless modified by mutual agreement of the parties or superseded by future collective bargaining agreement language or state law.

For the Breitung Township:

Name: _____
Title: _____
Date: _____

For Teamsters Local No. 346:

Name: _____
Title: _____
Date: _____

ESU Pursuits

11021 Kaw Drive
Edwardsville, KS 66111
United States

Tel: 785-802-5777
sales@esupursuits.com
esupursuits.com

Breitung Police Department
41 1st Ave
Soudan, Minnesota 55782
United States

Quote No. QTE-2025/11-3452

As of 11/17/25

Valid 1 month

2025 Black Explorer Prebuild

Number	Designation	Qty	Unit price	Tax	Total
1	2025 Ford Explorer 3.3	1 u	\$59,900.00	0 %	\$59,900.00
2	Sound Off Exterior light package, front and rear visor bar, rocker lights, 2 side rear window lights, 2 bumper, 4 grill light, siren and low frequency.	1 u	\$0.00	0 %	\$0.00
3	Havis console for standard SUV	1 u	\$0.00	0 %	\$0.00

Payment check.

Total due \$59,900.00

Customer

Signed and dated:

Todd Berry

For Security Reasons and Mail theft Please Mail Checks VIA FedEx to 11021 Kaw Drive Edwardsville,KS 66111
Not Responsible for vehicle damage caused by Mother Nature or Vandalism while in ESU Custody!
Vehicle Delivery Timeline Acknowledgment

Page 1 / 1

By signing this agreement, you acknowledge and understand that the vehicle will be ready for delivery within 180 days from the date full payment is received. This timeframe is an estimate and is subject to change due to unforeseen circumstances, including but not limited to supply chain delays, parts availability, or scheduling conflicts with upfit providers. ESU Pursuits LLC will make reasonable efforts to meet the estimated delivery timeline and will provide updates should any delays occur

Flood Update
11/18/2025

- Received \$90,167.49 into our accounts
- Waiting on invoice from Mesabi Bituminous to submit for final mitigation payment from FEMA
- Category Z – Administrative costs in the amount of \$9,656.77 will be paid upon all projects having been closed out, must occur prior to 12/28/2025

Respectfully,

Amber Zak, Clerk

MANAGEMENT AGREEMENT FOR MCKINLEY PARK

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

AGREEMENT made this 31st day December, 2025 by and between the Township of Breitung, a municipal corporation existing pursuant to the laws of the State of Minnesota ("Owner"), and _____, an independent contractor, ("Manager").

RECITALS

WHEREAS, the Owner owns certain premises known as McKinley Park (the Park) a recreation area with campsites, picnic area, beach and related amenities on Lake Vermilion *located at 5563 Hoodoo Point Road, Soudan, MN 55782;*

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

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

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

Section One Term of Agreement

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

This Agreement shall be effective for one year commencing on January 1, 2026 and shall terminate on December 31, 2026. With an option to renew for one year and extended through December 31, 2027, unless either party gives the other written notice of its intention not to renew on or before November 30, 2026. No cause need be given for non-renewal of the Agreement; both parties stipulate that neither is under a renewal obligation with respect to this Agreement nor hereby waive any claim(s) that they might have against the other on account of such non-renewal.

Option A: Contract shall be in effect upon satisfactory completion of a criminal background check by the local police department.

Option B: This instrument may be amended or modified only by an instrument of equal formality, signed by all duly authorized representatives of the parties.

Section Two Purpose and Use of Premises

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

Options to include:

Option A: Owner hereby grants to _____, subject to all provisions of this Agreement, the right to the full access and operation of the Campground or Premises, including all buildings and related site facilities and amenities located at 5563 Hoodoo Point Road, Soudan, Minnesota 55782.

Option B: Manager shall permit the township, its officials, employees, or agents to access and inspect the premises at any time. Manager shall not change the locks or otherwise prohibit or inhibit the township access to any portion of the premises. The Public Works Supervisor shall be exclusively responsible for the design of keying systems, lock changes, key fabrication, and key distribution. Manager shall promptly return all keys to the Town Clerk upon termination of this agreement. In addition, Manager shall permit the township full access to the premises for maintenance, repairs, and upgrades to the premises.

Option C: Manager shall not make any alterations or improvements to the Property that are not herein described without the prior written consent of the Owner and upon the terms and condition which may be imposed by the Owner. Manager agrees to pay to the township upon demand the reasonable costs incurred by the owner to repair any damage done to the premises by manager, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the term of this agreement. Manager shall not remove any tree without the written permission from the township. This does not include trees that have substantial damage or fallen due to wind or storm damage.

Option D: Manager may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the Owner. All such improvements if not removed by host at the end of the term (excluding appliances and equipment plugged into an electricity source) shall become the

property of the Owner. Prior to commencing any improvements or alterations, Manager shall submit to the Owner a Project Proposal Request along with detailed plans. These documents shall be submitted to the Owner at least thirty (30) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and all applicable building codes. Manager further agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Manager will provide the Owner with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be filed with the Town Clerk before the commencement of any construction hereunder.

Option E: Manager acknowledges and agrees that there shall be no smoking or use of tobacco, alcohol, or cannabis whatsoever in any building on the premises

Section Three Manager Responsibilities

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

Manager agrees to operate the Campground with the following schedule:

Camping season shall commence on May 1 and end with the close of business on September 30

A. Leasing of Campsites:

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

Options to include:

Option A: Adjustment to previous paragraph: Manager shall utilize the camper lease provided at the commencement of this contract including the rents and payment schedules, and termination provisions.

Option B: Handle all incoming reservations, phone calls, and processing beginning on February 1 of each year for the duration of this Agreement. It is also expected the Manager staffs the office for Monthly Reservations for each season, and reviews and returns calls and emails during the Monthly Reservation period. Manager will respond as soon as possible and within 24 hours to requests for reservation and/or additional customer service questions during the summer season.

Option C: Manager agrees to charge camping rates approved by the Township, as provided at the commencement of this contract.

Option D: Manager is required to adopt and enforce a campground policy approved by the Owner prior to the start of each summer season that outlines the camping patron's responsibilities including, but not limited to, pet owner responsibilities. The campground policy shall include actions taken if policy is violated. The parties acknowledge that any amendments to the campground policy shall be submitted to the Town Clerk for review and approval by the Town Board.

Option E: Manager acknowledges and agrees that all reservations and all reservation data collected during the term of this agreement are the property of the township and manager shall hold all information associated with the reservations in strict confidence and all such information shall not be used by manager except to fulfill its obligations under this agreement. Manager shall not utilize reservation information stored by manager and provided by the Owner to communicate with any individual except to provide stay related information to the individual.

Option F: Owner agrees to provide a suitable computer or tablet and printer to manager to be used for the sole purpose of maintaining the reservation system and providing receipts to campers

B. Cleaning and Maintenance:

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

Manager shall be responsible for maintaining the Park premises in good, sanitary and neat order, condition and repair. Manager's responsibilities shall include, but not be limited to the following: cleaning and servicing the restrooms at least once daily, cleaning the store, picnic shelters, fish cleaning shack, playground, and periodically raking the beach as necessary to keep these areas in suitable condition for safety, public enjoyment and recreational use; picking up of litter, cutting grass, and removal of debris throughout the Park; and performing minor maintenance and repairs such as repairs to screens, docks, tie-downs, picnic tables, and campsites. The washroom facilities will also be checked prior to office closing and cleaned as needed. Manager must also abide by all applicable cleanliness guidelines released by Federal and State agencies. Manager is responsible for identifying pests including bugs, spiders, rodents, and dangerous plant species and coordinating their removal; if the manager is unable to mitigate a pest problem, owner will be contacted to enlist the services of a professional exterminator. Owner shall assist Manager with spring set-up activities such as placing tables at the sites, hooking up water, putting in docks, etc., and with closing related tasks in the fall. If, for any reason, Owner does not assist with such opening and closing activities, Owner agrees that the cost of hiring assistance for such activities shall be considered an operating expense payable by Owner. Additionally, owner agrees to undertake all necessary major maintenance and repair at the park.

Owner shall provide lawn mowers and hand tools; gasoline for mower and hand tools can be procured from the Soudan Store and charged to the owner's account at that business. Owner shall provide all necessary supplies for cleaning and the proper supplies for campers' enjoyment including but not limited to: cleaning products, paper towels, and hand soap. Manager shall provide a list of items to be ordered to the township clerk on a weekly basis. Upon the completion of this contract, Manager shall return to the township all unused supplies, tools, and equipment

C. Sewage Collection:

Manager shall arrange for sewage collection service to campsites at least two times per week. Manager may opt to conduct the collection using the owner's honey-wagon tank and his/her own utility vehicle or to enlist the services of another entity; if an outside entity is utilized, Manager is responsible for the costs of such contract.

D. Manager On-Site:

The Manager shall live at the Park from the Friday of Memorial Day weekend through the Monday of Labor Day Weekend. It will be at the Managers discretion should they choose to live at the Park any other time the Park is open. Owner shall provide one campsite for such purpose without charge, provided that Manager shall provide his/her own camper; Manger's site shall be clearly marked, and its location shall be posted at the campground office.

In the event that the Manager must be away from the Park for more than a few hours at any one time, Manager shall arrange for an adult to remain on-site during their absence. The costs of any such substitute coverage shall be the exclusive responsibility of Manager. In no event shall Manager be away from the Park for more than 24 hours without notifying Owner and obtaining Owner's approval for such absence which approval shall not be unreasonably withheld.

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

E. Park Staff and Service Providers:

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

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

G. Park Revenues:

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

H. Park Store:

Manager shall operate the Park store for the convenience of the Park patrons. Manager will be expected to sell standard items associated with camping including firewood and ice; manager may sell ice, soda, confections, candy, chips, ice cream, coffee, laundry detergent, liquid propane, apparel, games, books, and similar items. No alcohol-, cannabis-, or tobacco- related products shall be sold in the Park store or otherwise on Park property. Manager shall be responsible for maintaining the store accounts. Manager shall be responsible for paying any applicable taxes or other fees owed on account of store sales. The Manager will retain all profits from the sale of store items, Manager accepts total financial responsibility for any operating deficit they incur during the operation of the campground pursuant to this agreement. The Manager is responsible for providing their own shelving, refrigeration units, or other such equipment necessary to display and sell any items they choose; such pieces of equipment are expected to be kept in good working order, secured safely, and without damage to the premises.

During the summer season, the campground office will be open daily for camper check-in and check-outs, general assistance as requested or needed, along with performing all routine maintenance, as required. The following office hours shall be in effect for the summer season (The Friday before Memorial Day Weekend – Labor Day Monday):

Monday: _____
Tuesday: _____
Wednesday: _____

Thursday: _____
Friday: _____
Saturday: _____
Sunday: _____

The following office hours shall be in effect for the shoulder seasons (May 1st through the Thursday before Memorial Day Weekend and the Tuesday following Labor Day through September 30th):

Monday: _____
Tuesday: _____
Wednesday: _____
Thursday: _____
Friday: _____
Saturday: _____
Sunday: _____

I. Complaints:

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

J. Inspection:

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

K. Liens:

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

Section Four Compensation

~~Manager's sole and entire compensation hereunder shall be a percentage of all gross operating income from Park operations as hereinafter defined. Of all such gross income, Manager shall be entitled to sixty percent (60%) of the first \$30,000; fifty percent (50%) of the next \$120,000; forty percent (40%) of the next \$50,000; and twenty percent (20%) of all such gross income in excess of \$200,000. Manager shall be entitled to a weekly draw based upon the foregoing percentages subsequent to the submission of his weekly report and the deposit of the weekly receipts, which amount shall be promptly paid by Owner thereafter. At the end of the season, the full season's accounts shall be recapped, and an adjustment made, if necessary. The Owner shall be entitled to 100% of the seasonal winter storage fee.~~

Owner agrees to pay the Manager, as and for such services pursuant to this contract as follows:

1. \$_____ for the 2026 season
2. One campsite provided to manager at No Charge; host cannot sublet or allow others to use their site without prior approval from owner
3. Compensation will be made bi-weekly on the dates that the township treasurer designates on the 2026 pay schedule, with payments beginning with the first payday of the month of May and ending with the first payday of the month of November. Payments will be divided equally among the bi-weekly payment schedule.
4. Final payment will be held until the final submission of all required payments and paperwork and after a final walkthrough of the entire campground has been completed with manager and public works staff in attendance

Section Five Operating Expenses

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

The Owner shall be responsible for all necessary utilities to the premises, including but not limited to electric service, water service, and trash collection. During the winter season, seasonal water will be discontinued for all campsites. The Owner shall also be responsible for landline telephone, internet services, and/or other utilities or services not specifically mentioned in this agreement. The township shall provide no less than one business telephone line to be used exclusively for the campground.

The Manager shall be responsible for the merchandise for sale in the Park store, all fees and taxes related to park store sales, and for the payment of sewage pumping contracts should they choose to utilize such a service.

The Manager is expected to work directly with vendors as necessary for the smooth operation of the park including but not limited to On Systems for wifi services, CTC for phone & internet services, A1 Services for sanitary waste services, and G-Men for trash services

Owner shall provide Management a \$1,000 stipend to be used for the benefit of McKinley Park Campground's campers and public visitors. Stipend should be used to purchase items to be retained as Owner's property for the benefit of McKinley

Park Campground patrons and visitors. Such items may include but are not limited to recreational water toys & devices, community-use recreation equipment such as basketballs, basketball nets, tables, chairs for use around fire pits, or other items as management sees fit.

Section Six Records and Reports

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

Manager shall submit a bi-weekly report for the previous week to the Town Clerk; report should contain campsite occupancy, revenues and expenses, as well as a narrative report of any significant incidents or issues. Reports will be presented as part of the regular monthly meeting, managers are encouraged but not required to attend.

Upon completion of the camping season, Manager agrees to provide to the township a detailed written report, which includes, but is not limited to the following: inventory of sales (washer/dryer/showers, boat launch fees), inventory of township property, maintenance and upkeep logs, lodging reservations, list of needed maintenance, and after-action report addressing continuing problems, successes, improvements suggested for next season and lessons learned. Manager should attend the regular October board meeting to confirm the intent to continue as manager and answer any questions the board may have regarding the final report.

Manager shall notify the Clerk-Treasurer in writing of any incident or injury or loss or damage to the Premises or any of Manager's participants or invitees occurring within the Premises during the term of this Agreement, except for damage to Manager's personal property. Such written report shall be in a form acceptable to the Township's Claims Investigator and Adjuster.

Section Seven Old Settlers' Day

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

Section Eight Termination

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

- A. Non-performance. If Manager or Owner fails to fulfill any one or more of their respective obligations under this Agreement, the other party may terminate this Agreement upon fifteen (15) days' written notice, provided that prior to such termination, the party claiming the breach must offer to meet with the allegedly breaching party in a good faith effort to resolve the alleged breach. If the allegedly breaching party refuses to meet or if after meeting the parties are unable to resolve the matter to their mutual satisfaction, then either party may terminate the agreement by serving written notice of such termination on the other party. Such termination shall take effect fifteen (15) days from the date the notice is received unless an earlier or later termination date is agreed to by the parties. In any subsequent breach, the party alleging the breach shall not be obligated to offer to meet and discuss the matter with the breaching party and may elect to proceed immediately to notify the breaching party of termination.
- B. Financial Mismanagement. If Manager fails to perform his financial responsibilities under this Agreement, or if Owner has reason to believe that Manager has acted improperly with respect to Park funds, Manager may be terminated immediately, provided that prior to termination Owner shall inform Manager of the reasons for such termination and provide Manager with an opportunity to respond thereto. Improper use of Park funds shall include, but not be limited to, use of Park funds to purchase items or services not necessary for the maintenance or operation of the Park or conversion of any Park revenues or property to the personal use or benefit of any person or entity other than the Owner.
- C. Inappropriate or Illegal Conduct. The township may unilaterally terminate or suspend this agreement immediately if the township believes in good faith that the health, welfare, or safety of the premises, its occupants, users, or neighbors would be placed in immediate jeopardy by the continuation of this agreement. Any unlawful conduct on the part of Manager or anyone acting on Manager's behalf or at Manager's direction, or any conduct which is inappropriate in light of, or inconsistent with, the Manager's responsibilities or is likely to adversely affect the safety or reputation of the Park or its patrons' enjoyment thereof shall be grounds for immediate termination. Owner may consider Manager's behavior when off duty and/or away from the Park. The township, in addition to other rights or remedies it may have, shall have the immediate right of reentry to the premises. In the event of immediate termination of this agreement, the township may remove all persons and property from the premises. All personal property remaining on the premises after five (5) days written notice shall become the exclusive property of the township.

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

Manager assumed responsibility therefore under this Agreement, usual wear and weathering excepted.

Upon expiration or early termination of this agreement for any reason, Manager shall remove all its personal property from the premises pursuant to this section. All personal property remaining on the premises after manager surrenders possession to the township shall become the exclusive property of the township.

Upon expiration or termination of this agreement for any reason, manager shall remit to the township within five (5) business days the following:

1. Dates, organization names, contact person(s), and contact information relating to all future rentals, permits, and uses of the premises or any portion of the premises authorized by Contract.
2. Copies of any permits, agreements, or other documents relating to all future rentals, permits, and uses of the premises or any portion of the premises authorized by contractors
3. Accounting of all fees collected relating to all future rentals, permits, and uses of the premises or any portion of the premises authorized by manager
4. Check reimbursing the township in full for all fees collected and other amounts due to the township under this agreement, including but not limited to deposits and fees relating to all future rentals, permits, and uses of the premises or any portion of the premises authorized by manager
5. Such other information reasonably requested by township

Section Nine Independent Contractor Status, Insurance and Indemnity

Owner and Manager acknowledge and agree that Manager is an independent contractor, and not an employee of Owner, and that Manager will have no authority to bind Owner or otherwise incur liability on behalf of Owner except as may be specifically provided for herein. Owner will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Manager; Manager shall not be entitled to unemployment compensation, workers' compensation, health insurance, other fringe benefits, or the like. Further, Manager agrees that Owner is not responsible to collect or withhold any federal, state, or local taxes, including income tax and Social Security, and that any and all taxes imposed, assessed or levied as a result of this Agreement on Manager shall be paid solely by Manager.

If the Manager hires any employees, such employees shall be the sole responsibility of the Manager and shall not constitute employees of the Township. Manager is solely responsible for the safety of his person or property or that of his employees and is at liberty to obtain insurance for his own account as against any such liabilities. Manager agrees to indemnify Owner and hold Owner harmless for any injuries or damages suffered by Manager or his employees or agents in connection with or arising from Manager's performance under this Agreement and for any injuries or damages to any person or property arising from the negligent or wrongful conduct of Manager, his employees or agents.

It is highly recommended that the manager purchase a commercial liability insurance policy from a reputable insurance source; additional insurance information to be announced based on recommendations of LMCIT.

Section Ten Compliance with Laws

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

If manager receives a request for data under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Manager will immediately notify the township of said request, consult with city and allow township to respond to such data request.

Section Eleven Attorneys' Fees

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

Section Twelve Notices

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

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

To Manager: _____

Manager: _____

Owner: Breitung Township

Signature-

Chairman of the Board-Matthew Tuchel

Name Printed

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

On this ____ day of December, 2025, before me, a notary public within and for said County, personally appeared _____, Manager, to be the person described herein and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed.

Notary Public

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

On this ____ day of December, 2025, before me, a notary public within and for said County, personally appeared Matthew Tuchel, Chairman of the Board, Breitung Township to be the person described herein and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed.

Notary Public

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

PO ID 3000011317	PO Date October 30, 2025		Fiscal Year 2026	Grant Award \$28,200.00
Vendor ID 0000198385	Fund 2370	Fin Dept ID B4335510	Approp ID B43TCPR	Account 441352

This grant contract agreement is between the State of Minnesota, acting through its Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Breitung Township, 33 1st Avenue , Soudan, Minnesota, 55782 ("GRANTEE").

Recitals

1. Under Minn. Stat. § 298.22, subd. 13, Taconite Environmental Protection Fund (Minn. Stat. § 298.223) and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 25-032 the State is empowered to enter into this grant contract agreement.
2. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date.

October 31, 2025, or the date the State obtains all required signatures, whichever is later.

Per Minn. Stat. Sec. 16B.98, Subd. 5, **the Grantee must not begin work until this Grant Contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.**

Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration Date.

December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

The parties will perform the services outlined in Exhibit A: Specifications, Duties and Scope of Work.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 Compensation. The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$28,200.00 which shall be paid in accordance with the terms outlined in Exhibit B: Payment Schedule, which is attached and incorporated into this Grant Contract Agreement.

4.2 Administrative Costs.

Grantee administrative costs must be necessary and reasonable.

4.3 Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement will be according to the breakdown of costs contained in Exhibit B. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.4 Invoices

Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to Exhibit B.

4.5 Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

All All services provided by the Grantee under this Grant Contract Agreement must be performed to

the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Contracting and Bidding Requirements

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

6.1 The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.500](#), as applicable.

6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts

7 Authorized Representatives

7.1 The State's Authorized Representative is Danae Beaudette, 4261 Hwy 53 S., Eveleth, Minnesota, 55734, 218-735-3022, danae.beaudette@state.mn.us or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative is Amber M Zak, 33 1st Avenue, Soudan, Minnesota, 55782, 218-753-6020, clerk@breitungtownship.org or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment.

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

8.2 Amendments.

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

8.3 Waiver.

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

8.4 Contract Complete.

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights.

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minnesota Statutes § 176.181, Subd. 2](#), pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota

15 Termination

15.1 Termination by the State.

A. Without Cause.

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. With Cause.

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1 Publicity.

Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

16.2 Endorsement.

The Grantee must not claim that the State endorses its products or services.

17 Data Disclosure

Under [Minnesota Statutes § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Specifications, Duties, and Scope of Work

Exhibit B: Payment Schedule

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to

Grant Contract Agreement Signatures

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY
With delegated authority

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

Electronically Approved and Signed
Signed: Dave Kallio
Title: Accounting Director
Date: October 30, 2025
SWIFT Contract No. 3000011317

Electronically Approved and Signed
By: Ida Rukavina
Title: Commissioner
Date: October 31, 2025

2. GRANTEE

with delegated authority

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: Agency, Grantee and State’s Authorized Representative

EXHIBIT A:

Specifications, Duties and Scope of Work

The Grantee, will use the Department of Iron Range Resources and Rehabilitation (State) monies provided to Breitung Township for recreation improvements.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project.

Eligible expenses are outlined in the budget of the application and included in Exhibit B. Related expenses must be pre-approved by the agency's Authorized Representative.

In the event that the project scope is materially reduced or altered, the Grantee shall provide written notification to the State immediately. Such notification is required to facilitate the State's review and determination of any necessary adjustments to the approved grant budget and/or awarded funding amount.

Reporting Requirements

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation prior to the grant reaching 12 months, and annually thereafter until grant funds have been expended and all of the terms of the grant agreement have been met.

The grantee will submit a final report to the agency prior to final disbursement of grant funds.

The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

Acknowledgement

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

EXHIBIT B:

Payment Schedule

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$28,200.00.

The Department of Iron Range Resources and Rehabilitation (State) will promptly pay the Grantee after the Grantee:

1. **Presents itemized invoices** for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

For any construction and public works project where prevailing wage laws apply.

2. **Signs and submits the [Prevailing Wage Certification Form](#)**, when required under Minn. Stat. § 116J.871.
3. **Completed and submits certified payroll records**, when required under Minn. Stat. §177.30

Budget Detail

Expense Description	Funding Source: Applicant	Funding Source: IRRR	Funding Source:	Funding Source:	Funding Source:	Total Funding
Expense 1 Bike/hiking trail repair	\$12,000	\$10,000				\$22,000
Expense 2 Ballfield improvements	\$9,070	\$8,000				\$17,070
Expense 3 Landscaping & trees	\$3,200	\$2,800				\$6,000
Expense 4 Disc golf course	\$3,000	\$2,900				\$5,900
Expense 5 Volleyball rebuild and rec area improvements	\$4,530	\$4,500				\$9,030
Expense 6						
Expense 7						
Expense 8						
Expense 9						
Expense 10						
Total	\$31,800	\$28,200				\$60,000

2025 Tacos with Cops

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Date	Donation Cash or Check	Donation Other	Type	Who
8/19/2025	\$25.00		Check	Roehrdanz, Chuck
10/4/2025	\$1,000.00		Check	Juhl, John
10/4/2025	\$100.00		Check	Diannaz Dreamz LLC
10/4/2025	\$200.00		Check	Pearson, Robert
10/4/2025	\$50.00		Check	Tekautz, Nancy
10/4/2025	\$25.00		Check	Tomsich, Tim & Lori
10/4/2025	\$50.00		Check	Susie & Jerry Chiabotti
10/4/2025	\$50.00		Check	Pike River Products
10/4/2025	\$100.00		Check	Pishler, Paul
10/3/2025	\$100.00		Check	Frandsen Bank & Trust
10/4/2025	\$20.00		Cash	Eric Norberg
10/4/2025	\$995.00		Cash	Various
Total	\$2,715.00	\$0.00		<u>\$2,715.00</u>

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INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

EUGENE J. GROVER, President
MARK J. POTHEN, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
MARVIN J. HOSE, Treasurer



RYAN P. DAVIES
Business Manager/Financial Secretary

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

Memorandum of Agreement

This Memorandum of Agreement is entered into between Township of Breitung (hereafter "Employer") and the International Union of Operating Engineers Local No. 49 (hereafter "Union").

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement in effect January 1, 2024 through December 31, 2026 (the "Collective Bargaining Agreement"); and

WHEREAS, the parties have agreed to negotiate the Employer and Employee Minnesota Paid Family and Medical Leave ("PFML") premium contribution rate, which are effective January 1, 2026 or such other date as required by Minnesota law;

NOW THEREFORE, the Employer and the Union agree to the following:

1. Pursuant to Minn. Stat. § 268B.14, the Employer agrees to pay 100% of the PFML premiums for all regular employees represented by the Union for the duration of the Collective Bargaining Agreement. The employees agree to pay 0% of the state-run plan or 0% of a qualifying replacement plan maintained by the Employer, whichever is less.
2. Qualifying employees are not required to exhaust their accrued vacation and/or sick leave and/or compensatory time prior to applying for or receiving PFML benefits offered or granted by the plan administrator, whether the State of Minnesota or the private administrator, responsible for providing such PFML benefits.
3. Qualifying employees may use certain paid benefits such as accrued vacation, accrued sick time, and/or accrued compensatory time as "supplemental benefits" during PFML to allow employees the option to receive up to, but not to exceed, a full salary continuation during their leave.
4. While an employee is on PFML, they shall be entitled to accrue all vacation, sick, holiday, and/or any other benefit time as provided in the Collective Bargaining Agreement.
5. While an employee is on PFML, he/she is entitled to holiday pay for all observed holidays as if such employee was not on leave.

All other provisions of the Collective Bargaining Agreement between the Employer and the Union will remain unchanged.

This Memorandum of Agreement represents the complete and total agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement this ____ day
of _____, 2025.

TOWNSHIP OF BREITUNG

I.U.O.E Local No. 49

Cory Bergerson, Business Representative

Date

Date