

Township of Breitung Agenda – Regular Board Meeting

Township of Breitung Regular Board Meeting 07/15/2025 Breitung Community Center 6:00 PM

- Call the meeting to order/Roll Call
- Pledge of Allegiance
- Acceptance of Agenda
- Approval of Minutes
 - 06/17/2025 Regular Board Meeting
- Approval of June 2025 Treasurer’s Report
 - Checks Written: 49990 - 50085
 - Total Disbursements: \$103,863.86
 - Fund Balance: \$398,576.43
 - Voided Checks: 49988, 49989, 50017, 50018
- Correspondence
 - Tekautz Family
- Public Input

Reports:

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

Old Business

- Current Infrastructure Projects
 - 2025 Infrastructure
 - 2023 Infrastructure
 - McKinley Park Trail Loop
 - St. Louis County Cooperative Agreement
 - Thompson Farm Road
 - Stuntz Bay Access Rd
- Flood/FEMA process – Attached
- Police Local 346 Union Contract
- Broadband Project
- Joint Comprehensive Plan

New Business

- Pay Bills as presented
- Workers' Compensation Insurance
- Resolution 2025-16: IRRR FY26 Regional Trails Grant
- Resolution 2025-17: IRRR FY26 Culture & Tourism Grant
 - Budget & Timeline
- Signage Proposal & Approval
- Building Access

Next Board Meetings

Regular Board Meeting: Tuesday, August 19, 2025 at 6:00 PM

Adjourn

Breitung Township
Regular Board Meeting 06-17-2025, 6:00 PM
In Person Meeting at the Breitung Community Center
33 First Avenue, Soudan MN 55782

Present In Person:

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

Public: Chief Daniel Reing, Jodi Summit (The Timberjay Newspaper), John Jamnick (JPJ Engineering), Amanda Meyer (arrived at 7:08 PM)

Call to Order at 6:00 PM by Chairman Tuchel

Pledge of Allegiance

Moment of Silence honoring the late Charles Tekautz

Acceptance of Agenda

Motion by Supervisor Tekautz to accept the agenda with the addition of Resolution 2025-15 at the end of New Business

2nd by Chairman Peitso

Motion Passed 3-0

Approval of Minutes and Treasurer's Report

Motion by Chairman Tuchel to approve the minutes of the 05-20-2025 Special Town Meeting and the 05-20-2025 Regular Board Meeting as presented

2nd by Supervisor Peitso

Motion passed 3-0

Motion by Supervisor Peitso to accept the May 2025 Treasurers Report as presented

2nd by Supervisor Tekautz

Motion passed 3-0

Correspondence

- State of Minnesota Demographer
- St. Louis County Association of Townships (minutes/agenda)
- BEST Youth Baseball Club
 - Chairman Tuchel requested the Clerk Zak send a letter notifying the club that donation requests are typically received and reviewed at annual meeting time and to please consider another request at that time.
- Vermilion Housing Corporation
 - Chairman Tuchel touched on a potential need to update the Joint Comprehensive Plan with the City of Tower, which was currently 10 years old; this was relevant to the correspondence as a major part of the comprehensive plan was the promotion of housing in the Tower and Soudan communities

Correspondence so noted.

Public Input

None

Reports

- Police – Attached.
- Fire – Attached.
- Road and Bridge – Attached, Chairman Tuchel noted that Calcium Chloride had been applied and hydrant maintenance had also been performed.
- Wastewater Board – Chairman Tuchel stated that the PFA loan would be reimbursing the WWB on June 25th and that the new water plant was set to go on-line by the end of July
- Ambulance Commission – No meeting/report
- Housing – No meeting/report
- Recreation – Supervisor Peitso discussed the IRRR Culture & Tourism grant that the recreation committee was working to obtain – funds would be used for a variety of outdoor recreation updates and improvements including bike trail re-paving near the baseball concession stand, new dugouts, crows' nest, concession stand work, mound covers, equipment storage for sporting equipment at the park, disc golf, and bike trail signage.

Old Business:

Current Infrastructure Projects

- 2025 Infrastructure Project – project is still on hold, a meeting with Chris Ismil of IRRR is needed
- 2023 Infrastructure Project – a punch list is in hand, should be able to close out within the next month or two according to John Jamnick
- 2022 Infrastructure Project – submitted for final reimbursement from IRRR, not yet received. Once received, project can be considered complete.
- McKinley Loop Trail – John Jamnick spoke on this project: the wetland review had been completed on June 17th, which looked good and the delineation was complete as well. There had been a meeting between JPJ, Breitung, Tower, and the County regarding state requirements; noted there will have to be an easement to run the trail along the road right-of-way, airport an issue. Supervisor Tuchel noted that the AT grant does not cover engineering costs, soft costs, wetlands, however the hope/intent is to utilize other grant resources to have the project fully funded.
- Thompson Farm Road Project – All plans are currently with Eric Falstrom at St Louis County, hoping to have it finalized and proceed to MNDoT next, hoping to be able to go to bid in July. It was noted that the DNR is considering a soft opening for their campground this fall.
- Stuntz Bay Access Road – waiting for striping to be complete

Flood/FEMA process – Attached. It was noted that the additional culvert installed on the Junction Road was a good use of mitigation funds; a significant amount of rain had fallen on June 16th and had the culvert not been there, the water would have again been over the road.

Police Local 346 Union Contract

Motion by Chairman Tuchel to appoint Supervisor Tekautz to engage in contract negotiations with Teamsters General Local Union No. 346 for Breitung Police

2nd by Supervisor Peitso

Motion passed 3-0

Broadband Project

Chairman Tichel stated there were currently no updates, a meeting on 7/15/2025 was set for surrounding communities and RAMS

Resolution 2025-14: Supporting the Vermilion Housing Corporation

Vermilion Housing Corporation had requested a resolution to be provided with their grant application regarding Breitung Township's commitment as a local match for \$10k as approved in the 05/20/25 meeting.

Motion by Chairman Tichel to pass resolution 2025-14

2nd by Chairman Peitso

Motion passed 3-0

New Business:

Pay Bills as Presented

Motion by Supervisor Tekautz to Pay Bills as Presented

2nd by Supervisor Peitso

Motion Passed 3-0

Water Department Manager

A letter having been received from Jorgine Gornick in application for the Water Department Manager position, the board chose to appoint her as water department manager, taking the duties back out of the clerk/treasurer office.

Motion by Supervisor Tekautz to hire Jorgine Gornick as the Water Department Manager at a rate of \$1200.00/month

2nd by Supervisor Peitso

Motion passed 3-0

Fire Department Beverage Tent

Chairman Tichel explained that the Firemen's Relief Association was offered the opportunity to host a beverage tent on Main Street in Tower for the 4th of July festivities; he stated that the department was interested but because the department itself operated under the township, they should also approve the event.

Motion by Supervisor Peitso to allow the Firemen's Relief Association to host a beverage tent for the 4th of July on Main Street in Tower

2nd by Supervisor Tekautz

Abstain due to potential conflict of interest: Chairman Tichel

Motion passed 2-0

Fireproof Recordkeeping

Clerk Zak presented materials detailing the need for fireproof recordkeeping as required by law. The main items to start with were historical minutes, both typed and handwritten, that had not been properly kept for many years. Options included digitization and fireproof safe/file cabinets; Clerk Zak requested the both options purchased – digitization as it would allow the documents to be accessed online and within fireproof cabinets for the sake of historical preservation. Vendor options for digitization and fireproof structures were both provided, attached.

Motion by Supervisor Peitso to send files to Metro Sales Inc for digitization services and for Clerk Zak to purchase the largest fireproof file cabinet from Uline, in order to ensure enough space for additional documents requiring fireproof keeping

2nd by Supervisor Tekautz

Motion passed 3-0

Stuntz Bay Association Website Page

In a letter received from the Stuntz Bay Association, the board considered whether and how to allow a Stuntz Bay Association page on their website.

Motion by Chairman Tichel to provide a page on the Township's website to the history of the Stuntz Bay Road area, with information and photographs to be fully supplied by the Stuntz Bay Association as discretionary time is available in the Clerk's schedule to create such a page; further stipulated that no payment system for passes will be allowed on the website and the association must provide contact information for those interested in purchasing a pass.

2nd by Supervisor Peitso

Motion passed 3-0

Resolution 2025-15: Authorizing Breitung Township to Make Application to & Accept Funds from the IRRR RY25 Culture & Tourism Program

Motion by Supervisor Tekautz approve resolution 2025-15

2nd by Chairman Tichel

Motion passed 3-0

Next Board Meetings

Regular Board Meeting on 07/15/2025 at 6:00 PM

Adjourn

Motion by Supervisor Tekautz to adjourn the meeting at 7:15 PM

2nd by Chairman Tichel

Motion passed 3-0

Respectfully Submitted

Amber Zak
Clerk, Breitung Township

TOWNSHIP OF BREITUNG

Jun-25

GENERAL	234,689.19
ROAD & BRIDGE	51,909.08
FIRE	15,463.69
PARK	64,340.49
RECREATION	7,210.09
POLICE	38,614.04
PROJECTS	(13,650.15)
TOTALS	398,576.43

Deposits Month of June 2025

Memo	Depart	Account	Class	Amount
June 3	Park	McKinley Park Campground	34000-All Other Services	86.34
June 3	Park	McKinley Park Campground	34000-All Other Services	375.00
june 3	Park	McKinley Park Campground	34000-All Other Services	1342.71
June 4	Park	McKinley Park Campground	34000-All Other Services	210.00
June 10	Park	McKinley Park Campground	34000-All Other Services	297.90
June 10	Park	McKinley Park Campground	34000-All Other Services	568.01
June 10	Park	McKinley Park Campground	34000-All Other Services	635.99
June 11	Park	McKinley Park Campground	34000-All Other Services	2385.17
June 12	Park	McKinley Park Campground	34000-All Other Services	180.00
June 17	Park	McKinley Park Campground	34000-All Other Services	1008.87
June 17	Park	McKinley Park Campground	34000-All Other Services	123.81
June 24	Park	McKinley Park Campground	34000-All Other Services	454.37
June 26	Park	McKinley Park Campground	34000-All Other Services	6.00
June 25	Park	McKinley Park Campground	34000-All Other Services	484.81
June 27	Park	McKinley Park Campground	34000-All Other Services	50.91
June 30	Park	McKinley Park Campground	34000-All Other Services	10.00
		Credit Card Deposits Park State Bank	8219.89	
McKinley Park	Park	McKinley Park Campground	34000-All Other Services	5508.00
mckinley Park	Park	McKinley Park Campground	34000-All Other Services	680.50
June 10	Park	McKinley Park Campground	34000-All Other Services	4410.00
Week 6/16/25	Park	McKinley Park Campground	34000-All Other Services	5624.00
Week ending 6 24 25	Park	McKinley Park Campground	34000-All Other Services	5434.00
			21656.50	
Breitung Police	Police	Police Miscellaneous	42000-Other Public Safety	4.00
Vermillion Loop Trail C Projects		IRRRB	33400-Other Aids or Grants	1406.00
Trudy Hendricks	General	Dog Tags	32000-Licenses & Permits	40.00
Payroll May and June	General	Water Dept Reimb	34000-All Other Services	3308.60
300000890 2023	R&B	IRRRB -2022 Project	33630-IRRRB	24863.32
Mn Fire Training	Fire	Fire Miscellaneous	42200-Fire Protection	4128.00
Interest	General	FBT - Reserve Account	36210-Interest Earnings	21.16
Interest	General	Frandsen - MMD Savings #86	36210-Interest Earnings	43.14
Interest	General	Frandsen - NOW #00 008 6	36210-Interest Earnings	32.44
Interest	General	4M Account	36210-Interest Earnings	1056.52
				64779.57
6/30/2025	General	Interest Now Account		32.44
6/30/2025	General	Interest Now Account		43.14
6/30/2025	General	Interest 3438		21.16
6/30/2025	General	4M Fund		1056.52
		June		1153.26
		Checks 49990-50085		103863.86
		Voided 49988 & 49989		
		Voided 50017 & 50018		

Township of Breitung
Balance Sheet
 As of June 30, 2025

	Jun 30, 25
ASSETS	
Current Assets	
Checking/Savings	
4M Fund General MN0102392001	305,090.16
FBT- Svgs Cert #1300342622	25,825.75
FBT-Savings Cert #1300319690	92,983.56
FBT - Reserve Account	33,615.42
Frandsen - MMD Savings #86	67,773.92
Frandsen - NOW #00 008 6	18,591.40
Park State Bank- NOW - Cook	8,862.49
Water Department - SBT NOW	18,067.51
Water Department - SBT Savings	70,135.50
Total Checking/Savings	640,945.71
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	692,388.90
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 Sownobile	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-McKinely Park Campground	292,700.00
Land-Township Complex	20,000.00
Land - Towship 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	4,153,078.93
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	44,277.30
Accrued Salaries	2,332.60

Township of Breitung
Balance Sheet
As of June 30, 2025

	<u>Jun 30, 25</u>
Payroll Liabilities	4,853.96
Taxes Receivable	<u>23,559.11</u>
Total Other Current Liabilities	<u>75,022.97</u>
Total Current Liabilities	75,022.97
Long Term Liabilities	
FBT - Rehab Loan	<u>282,142.00</u>
Total Long Term Liabilities	<u>282,142.00</u>
Total Liabilities	357,164.97
Equity	
Opening Bal Equity	1,837,341.53
Retained Earnings	2,115,013.08
Net Income	<u>-156,440.65</u>
Total Equity	<u>3,795,913.96</u>
TOTAL LIABILITIES & EQUITY	<u>4,153,078.93</u>

Township of Breitung
Profit & Loss
June 2025

	<u>Jun 25</u>
Ordinary Income/Expense	
Income	
Dog Tags	40.00
Fire Miscellaneous	4,128.00
Interest	1,153.26
McKinley Park Campground	29,876.39
Police Miscellaneous	4.00
State of Minnesota IRRRB	<u>26,269.32</u>
Total State of Minnesota	26,269.32
Water Dept Reimb	<u>3,308.60</u>
Total Income	<u>64,779.57</u>
Gross Profit	64,779.57
Expense	
Assistance	
Road & Bridge	<u>37.98</u>
Total Assistance	37.98
Electricity & Water	
Fire	73.67
General	73.68
Park	1,061.00
Police	94.28
Recreation	47.93
Road & Bridge	<u>570.54</u>
Total Electricity & Water	1,921.10
Equipment Purchases	
Fire	<u>394.56</u>
Total Equipment Purchases	394.56
Fuel - Fuel Oil	
Fire	223.49
Police	349.83
Recreation	255.76
Road & Bridge	<u>1,661.85</u>
Total Fuel - Fuel Oil	2,490.93
Insurance	
General	15,323.00
Police	16.00
Road & Bridge	<u>32.00</u>
Total Insurance	15,371.00
Mileage	
General	<u>89.60</u>
Total Mileage	89.60
Payroll Expenses	
Police	972.41
Road & Bridge	4,344.80
Payroll Expenses - Other	<u>36,921.54</u>
Total Payroll Expenses	42,238.75

Township of Breitung
Profit & Loss
June 2025

	<u>Jun 25</u>
Payroll Taxes	
General	478.63
Police	2,159.08
Recreation	107.64
Road & Bridge	994.41
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Total Payroll Taxes	3,739.76
Seminars & Education	
General	149.50
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Total Seminars & Education	149.50
Services Rendered	
1099-NEC	10,977.00
Fire	45.00
General	1,301.02
Park	5,680.00
Police	263.43
Recreation	855.00
Road & Bridge	6.75
Special Projects	6,046.49
	<hr/>
Total Services Rendered	25,174.69
Supplies	
Fire	2,017.52
General	3,797.52
Park	1,314.09
Police	139.17
Recreation	2,158.37
Road & Bridge	970.53
	<hr/>
Total Supplies	10,397.20
Telephone	
General	120.33
Park	1,061.37
Police	333.95
Road & Bridge	36.24
	<hr/>
Total Telephone	1,551.89
Total Expense	<hr/> 103,556.96
Net Ordinary Income	<hr/> -38,777.39
Net Income	<hr/> <hr/> -38,777.39

Bauman's Vermilion Funeral Home
501 Main Street
Tower, MN 55790
Bill and Jeannine Bauman - Owners



Thank You

Breitung Township
Crew,

*A friendly smile,
a casual touch,
these are things
that mean so much.*

*To know you are with us
in our time of sorrow,
sharing our prayers
today and tomorrow.*

*God gives us comfort
in the form of good friends.
May His peace be with you,
His love never ends.*

By the family of

Charles "Chuck" Tekautz

*Thank you for the beautiful
floral arrangement for Chuck's funeral.
He loved working with all of
you and the people of the township
Nancy + family*



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

June 2025 Monthly Report

Calls for Service (ICRs) 114

Arrests 2

1 adult male arrested for Misdemeanor DWI

1 adult male arrested for Misdemeanor DWI

Citations 4

1 adult female citation for speed 55/30

1 adult male citation for DWI

1 adult male citation for DWI

1 adult male citation for Theft



BREITUNG POLICE DEPARTMENT

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41 1ST AVE • P.O. BOX 6

DANIEL REING

FAX: (218) 753-2407

SOUDAN MN 55782

CHIEF OF POLICE

The long days of light are here. Summer will be gone before we know it. Enjoy the nice weather. Thankfully we did not have the flooding that we did last year. This month was busy with calls but down slightly from our average. We assisted neighboring agencies on investigations leading to charges and arrests. It is always good to help your neighbors. We also had several investigations in our local proper. We have had several criminal damage to property calls this month. Currently we have three under active investigations. We do have a suspect identified in two of the three incidents.

July will be here before we know it. Many events upcoming as well. Please stay safe and enjoy our area.

Daniel Reing

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

June 2025 Fire Dept Report

Our regular monthly fire department meeting was held on 6/11/2025.

This month's training consisted of Pump Operations and SCBA training. Blue Fire conducted the training.

For the month of June we responded to five calls for service which included the following: Unattended brush fire, Commercial fire alarm, Medical on Indian Point with the Tower Ambulance, Powerline Fire in Armstrong Bay, and a propane leak in Soudan. A lot of time was spent getting our trucks ready for the 4th of July and Soudan Picnic.

Road and Bridge Report July 2025

Usual mowing and trimming

Preparing baseball field and hosting ball games

Set up and helped with 6th of July picnic

Brushing and cutting trees

Dust control done

Repair and adjust docks

Hydrant repair and painting

Oil Changes and maintenance on equipment

Numerous sewer and water locates

Repair and grading of gravel roads

Brush cutting edges of roads



Saint Louis County

Public Works Department • Richard H. Hansen Transportation & Public Works Complex
4787 Midway Road, Duluth, MN 55811 • Phone: (218) 625-3830

James T. Foldesi, P.E.
Public Works Director/
Highway Engineer

June 30, 2025

Breitung Township
Matt Tichel
33 First Avenue
PO Box 56
Soudan, MN 55782
chairman@breitungtownship.org

Re: Cooperative Agreement for Hoodoo Point Trail Improvements
CP 0000-917934, SAP 069-090-037

Dear Mr. Tichel:

Please find enclosed, the Cooperative Agreement for the above listed project. Please have the proper Breitung Township officials sign the agreement and return to me at clarkc2@stlouiscountymn.gov for further processing:

Once fully executed, a copy will be returned to you.

Sincerely,

Christine Clark
Contract Administration Manager

Enclosure(s)

COOPERATIVE AGREEMENT
BETWEEN

ST. LOUIS COUNTY
AND
BREITUNG TOWNSHIP

THIS AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into between the COUNTY OF ST. LOUIS, a body politic and corporate existing under the laws of the State of Minnesota, hereafter referred to as "St. Louis County", and BREITUNG TOWNSHIP a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "Breitung Township".

WITNESSETH:

WHEREAS, Breitung Township has applied for and received Active Transportation Program (AT) funding in the amount of \$697,500 to design and construct the Hoodoo Point Trail adjacent to County Road 697, beginning at Hoodoo Point and terminating near McKinley Park, for a total length of 1 mile, further identified as CP 0000-917934, SAP 069-090-037, located in Breitung Township, hereinafter referred to as the "Project"; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) State Aid for Local Transportation office administers the AT program for local agencies; and

WHEREAS, St. Louis County is required to act as the fiscal agent and contract administrator for MnDOT State Aid for Local Transportation in administering the AT funds for Breitung Township, and shall administer the construction contract for the Project, hereafter referred to as the "Contract"; and

WHEREAS, Breitung Township, or its Consultant, shall prepare a plan for construction of the Project, hereafter referred to as the "Plan"; and

WHEREAS, St. Louis County will advertise, bid, and enter into a contract with the low bidder for construction of the Project; and

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the Project, the parties hereby agree to the following:

1. Breitung Township, or its Consultant, shall prepare the Plan and specifications for the Project in accordance with the most current edition of the Minnesota Department of Transportation "Standard Specifications for Construction", and shall take all actions necessary to prepare the Project for construction, including but not limited to obtaining any temporary storage sites, temporary or permanent easements, site restoration, and coordination with utilities, including relocation of existing facilities, at its cost and expense.

2. Breitung Township shall acquire and pay the cost for all right-of-way and construction easements required in accordance with the Plan.
3. Breitung Township shall assist St. Louis County in the preparation of bidding documents for the Plan.
4. The Plan shall meet the minimum Geometric Design Standards as agreed to and approved by MnDOT State Aid prior to St. Louis County advertising the Project for bids.
5. Breitung Township, or its Consultant, shall obtain all other necessary permits and environmental statements as required by law for completion of the Project, including, but not limited to, permits and statements required by the Minnesota Pollution Control Agency, U.S. Army Corp. of Engineers, the Department of Natural Resources and St. Louis County for work in Public Road Right of Way. Breitung Township shall bear the cost of all permit fees. All pertinent permits shall be obtained prior to award of the Contract.
6. Breitung Township shall bear the entire cost of roadway improvements in accordance with details contained in the Plan, and the AT funding awarded to the project shall be applied to said construction costs. Breitung Township shall have the opportunity to review both the potential costs and the funding encumbered to the project when the project has been advertised, Contractor bids have been received, and the Project is being considered for award of a construction contract. Breitung Township may, at its sole discretion and option, withdraw from this agreement.
7. If Breitung Township rejects all bids, this agreement will be terminated, and Breitung Township shall reimburse St. Louis County for all costs incurred by St. Louis County through the date of rejection.
8. Breitung Township shall be responsible for any project costs exceeding those AT funds authorized to St. Louis County by MnDOT. St. Louis County shall not be responsible for any costs associated with the Project including cost overruns, changes in contract quantities, changes in site conditions, or any other reason not stated here that would cause a change in Project cost.
9. St. Louis County shall advertise, receive bids, and award the Contract to the lowest responsible bidder, make payments to the Contractor, and assist in processing of the final payment documentation in accordance with current specifications.
10. Breitung Township shall pay St. Louis County a flat fee in the amount of \$2,500 for construction administration and advertising services rendered by St. Louis County for Breitung Township under this Agreement.
11. Breitung Township shall perform the necessary construction inspection and administer the terms of the Contract from award to the certification of final payment.

12. St. Louis County shall use OneOffice for all aspects of project management. Breitung Township, or its Consultant, shall utilize OneOffice for the construction administration of this Project. St. Louis County will create and process pay requests from OneOffice based on Contract items and quantities entered in OneOffice by Breitung Township, or its Consultant.
13. Breitung Township, or its Consultant, shall perform all necessary construction engineering and staking, material testing, record keeping and construction inspection for items contained in the Plan. Construction record keeping for the Project shall follow the MnDOT Contract Administration Manual, current edition, for project diaries and fieldbooks, documentation of pay item quantities and documentation and method of measurement. Project pay item quantities submitted for payment through OneOffice shall reference where the pay item quantities are documented. Breitung Township, or its Consultant, shall report any observed deficiencies to St. Louis County immediately.
14. St. Louis County shall make payments to the Contractor for the work completed based on Contract items and quantities provided to St. Louis County by Breitung Township.
15. Breitung Township will pay to St. Louis County, upon award of the contract, 95 percent of Breitung Township's obligation as contained in the awarded contractor's bid, within 35 days of receipt of an invoice from St. Louis County.
16. Upon completion of the Project, Breitung Township shall pay to St. Louis County the remaining balance of Breitung Township obligation of the Project within 35 days of receipt of an invoice from St. Louis County. If any funds are received by St. Louis County in excess of the Project and administrative costs, they will be returned to Breitung Township without interest.
17. Upon completion of the Project, Breitung Township shall be the owner of the Hoodoo Point Trail and responsible for any maintenance or improvements on the Hoodoo Point Trail located within the St. Louis County roadway Right of Way. St. Louis County will not be responsible for any maintenance of the Hoodoo Point Trail, including but not limited to sweeping, snow removal, crack sealing, etc.
18. St. Louis County shall require all contractors and subcontractors performing work on the project described in this agreement to name Breitung Township as an insured party in the amounts listed in the insurance requirements contained in the Contract.
19. Breitung Township shall indemnify, hold harmless and defend St. Louis County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which St. Louis County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Breitung Township, its agents, servants or employees, in the execution, performance, or failure to adequately perform Breitung Township's obligations pursuant to this Agreement.

- 20. St. Louis County shall indemnify, hold harmless and defend Breitung Township, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which Breitung Township, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of St. Louis County, its agents, servants or employees, in the execution, performance, or failure to adequately perform Breitung Township’s obligations pursuant to this Agreement.
- 21. Each party designates an Authorized Representative for the purpose of administering this Agreement. A party’s authorized representative has the authority to give and receive notices, and to make any other decision required or permitted by this Agreement.

St. Louis County:	Breitung Township:
Eric Fallstrom, P.E. (or his successor)	Matt Tuchel (or his successor)
Public Works Dept/Resident Engineer	Township Chairperson
7823 Highway 135	33 First Avenue, PO Box 56
Virginia, MN 55792	Soudan, MN 55782
(218) 742-9821	218-753-6020
fallstrom@stlouiscountymn.gov	chairman@breitungtownship.org

- 22. Any and all employees of St. Louis County, while engaged in the performance of any work or service which St. Louis County is specifically required to perform under this Agreement, shall be considered employees of St. Louis County only, and not of Breitung Township, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of St. Louis County.
- 23. Any and all employees of Breitung Township, while engaged in the performance of any work or service which Breitung Township is specifically required to perform under this Agreement, shall be considered employees of Breitung Township only, and not of St. Louis County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of Breitung Township.
- 24. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

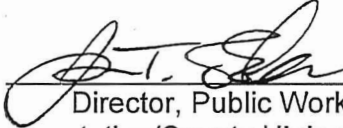
25. This Agreement may be terminated only as follows:

- a. At any time by mutual agreement of the parties;
- b. By any party at any time upon 30 days notice in the event of default by a party, provided however that such termination shall not be effective if the defaulting party cures such default by the end of the 30-day notice period. In the event of such termination, St. Louis County and Breitung Township shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

BREITUNG TOWNSHIP

COUNTY OF ST. LOUIS

By: _____
Supervisor

By:  _____
Director, Public Works &
Transportation/County Highway Engineer

Date: _____

Date: 6/30/25

By _____
Township Clerk

By: _____
Board Chair

Date: _____

Date: _____

APPROVED AS TO FORM AND
EXECUTION:

By: _____
Township Attorney

By: _____
County Auditor

Date: _____

Date: _____

APPROVED AS TO FORM AND
EXECUTION:

By: _____
Assistant County Attorney

Date: _____

Saint Louis County Contract Number:



Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota

Adopted on: December 3, 2024 Resolution No. 24-590

Offered by Commissioner: McDonald

Active Transportation Program Sponsorship and Cooperative Agreement for Breitung Township

WHEREAS, The Active Transportation (AT) Program was established by the Minnesota Legislature in 2017 to provide grant funding to improve and expand walking, biking and other forms of nonmotorized transportation, and is further defined in Minnesota Statutes § 174.38; and

WHEREAS, The Minnesota Department of Transportation State Aid for Local Transportation Office administers the Active Transportation Program for county, city, township, and Tribal owned roadways; and

WHEREAS, Breitung Township is intending to submit an AT grant application for pedestrian/bike trail improvements adjacent to County Road 697, beginning at Hoodoo Point and terminating near McKinley Park, for a total length of 1 mile; and

WHEREAS, Small cities and townships must have a project sponsor to apply to the AT grant program; and

WHEREAS, St. Louis County is the sponsoring agency for this proposed AT Program project, and

WHEREAS, Breitung Township will be responsible for 100% of the cost to complete the Project in excess of AT funds authorized to the county; and

WHEREAS, Breitung Township will be responsible for all future maintenance of the proposed improvements.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board agrees to act as sponsoring agency for Breitung Township to submit a grant application to the "Active Transportation Program" for pedestrian/bike improvements adjacent to County Road 697, beginning at Hoodoo Point and terminating near McKinley Park, for a total length of 1 mile.

RESOLVED FURTHER, That sponsorship includes acting as the fiscal agent for the project, assisting Breitung Township with contract administration activities and acting as the liaison between Breitung Township and the District State Aid Engineer and the State Aid Active Transportation Engineer.

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate county officials to enter into a cooperative agreement, and any amendments approved by the Assistant County Attorney, with Breitung Township to receive and administer any Active Transportation (AT) Program funds awarded for the pedestrian/bike trail improvements to the Hoodoo Point Trail system.

Commissioner McDonald moved the adoption of the Resolution and it was declared adopted upon the following vote:

Yeas – Commissioners Boyle, Grimm, McDonald, Musolf, Jugovich and Chair Nelson – 6

Nays – None

Absent – Commissioner Harala – 1

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 3rd day December, A.D. 2024, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 3rd day of December, A.D., 2024.

NANCY NILSEN, COUNTY AUDITOR

By: 
Clerk of the County Board/Deputy Auditor

Flood Update

07/15/2025

- Received payments to date: \$48,684.26
- Anticipating additional payments of \$108,788.04 in repair & mitigation of roads and management costs – management costs are capped at 5%, covers payments for clerk and maintenance supervisor management work as well as JPJ estimate costs. Expecting these payments in 30 – 60 days.
- Project has been fully closed out with FEMA, any additional work on the projects will be in conjunction with Homeland Security Emergency Management of MN
- Anticipating payment of \$8,963.78 for Stuntz Bay Road repairs is currently obligated, the township has the option to do \$8,963.78 worth of mitigation as well. Repairs & mitigation need to be completed within 18 months of the event (June 18, 2024) so the repairs need to happen this summer in order to be covered.

Respectfully,

Amber Zak, Clerk

RESOLUTION NO. 2025-16
BREITUNG TOWNSHIP of ST. LOUIS COUNTY, MN
**Resolution Authorizing Breitung Township to Make Application to and
Accept Funds From IRRR FY26 Regional Trails Grant Program**

WHEREAS, The authorizing authority approves of the attached application for the Regional Trails Grant Program

WHEREAS, The authorizing authority agrees to accept funding for the underlying project if approved by the IRRRB.

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

Upon vote taken, the following voted:

For:

Against:

Absent:

Whereupon said Resolution NO. 2025-16 was declared duly passed and adopted this 15th day of July, 2025.

Matthew Tuchel – Chairman

Amber Zak – Clerk

RESOLUTION NO. 2025-17
BREITUNG TOWNSHIP of ST. LOUIS COUNTY, MN
**Resolution Authorizing Breitung Township to Make Application to and
Accept Funds From IRRR FY26 Culture and Tourism Grant Program**

WHEREAS, The authorizing authority approves of the attached application for the Recreational Improvements Project.

WHEREAS, The authorizing authority agrees to accept funding for the underlying project if approved by the IRRRB.

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

Upon vote taken, the following voted:

For:

Against:

Absent:

Whereupon said Resolution NO. 2025-17 was declared duly passed and adopted this 15th day of July, 2025.

Matthew Tichel – Chairman

Amber Zak – Clerk

Township of Breitung
 Recreation & Culture 2025/2026 budget & timeline

	Budgeted Cost			Budgeted Timeline						
	Total Cost	Materials	Contractor	Nov, 25	Dec, 25	Q1, 2026	Q2, 2026	Q3, 2026	Q4, 2026	Total
Bike Trail repair parallel to the ballfield	\$ 22,000	\$ -	\$ 22,000					22,000		\$ 22,000
Dugout and crows's nest repair	6,000	6,000		2,000		1,000	3,000			6,000
Replacement batting cage	4,970	4,970				4,970				4,970
Covers for home plate and pitchers mound	2,000	2,000					2,000			2,000
Additional agri-lime for infield	4,100	4,100					4,100			4,100
Landscape-soil, fertilizer, seed & mulch	2,000	2,000					1,000	1,000		2,000
Ten trees lost due to invasive beetle	4,000	4,000						4,000		4,000
Disc golf course	5,900	5,900						2,000	3,900	5,900
Rebuild volleyball sand court and bracing	2,030	2,030					500	1,530		2,030
Storage shed, benches & trash cans	7,000	7,000			500	1,000	5,500			7,000
	-									-
Total	\$ 60,000	\$ 38,000	\$ 22,000	\$ 2,000	\$ 500	\$ 6,970	\$ 16,100	\$ 30,530	\$ 3,900	\$ 60,000



905 SECOND AVENUE SOUTH
P.O. BOX 6
VIRGINIA, MINNESOTA 55792
TELEPHONE (218) 741-3482
FAX (218) 741-3483

PROPOSAL

July 9, 2025

Breitung Township
ATTN: Tom Gorsman, Public Works

We propose to furnish necessary labor and material to install
"Timothy Tomsich" metal letters, and to replace affected siding,
as required, for the lump sum of \$ 7,460.00

Please let us know if you wish to proceed.

LENCI ENTERPRISES, INC.

A handwritten signature in blue ink, appearing to read "Mike Ralston", is written over the printed name.

Mike Ralston, President