

## Township of Breitung Agenda – Regular Board Meeting

### **Township of Breitung Regular Board Meeting 01/20/2026 Breitung Community Center 6:00 PM**

- Call the meeting to order/Roll Call
- Pledge of Allegiance
- Acceptance of Agenda
- Approval of Minutes
  - 12/16/2025 Regular Board Meeting
- Approval of December 2025 Treasurer's Report
  - Checks Written: 50542 – 50642
  - Correction to November Treasurer's Report, Checks Written:
    - 50473 – 50539, voided 50540, 50541
  - Total Disbursements: \$345,974.29
  - Fund Balance: \$835,349.89
  - Voided Checks: 50408 – 50510, 50631 – 50637, 50639 – 50640, 50407, 50591
- Correspondence
  - St. Louis County – Planning & Zoning
  - Northwoods Partners – Thank you
  - IRR&R – Breitung Township Featured
  - RAMS – Meeting Notice & Agenda

### **Reports:**

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

## **Old Business**

- Current Infrastructure Projects
  - McKinley Park Trail Loop
  - Thompson Farm Road
    - LRIP Funding Letter
  - Stuntz Bay Access Rd
- Flood/FEMA process – Attached
- Broadband Project
- McKinley Park Management Agreement

## **New Business**

- Pay Bills as presented
- Street Parking Issues
- Resolution 2026-01: Appointing Election Judges
- Resolution 2026-02: Appointing 2026 Absentee Ballot Board
- Resolution 2026-03: Designating Township Election Hours
- League of MN Cities: Workers' Compensation Deductible
- League of MN Cities: Liability Coverage Waiver Form
- Soudan Post Office Rental Agreement – full lease available in clerk's office
- Breitung Fire & Rescue: Chris Suihkonen recommendation for Lieutenant
- Material Pit Sales Agreement

## **Next Board Meetings**

Regular Board Meeting: Tuesday, February 17, 2026, 6:00 PM

Board of Audit Meeting: Tuesday, February 17, 2026, immediately following Regular Board Meeting at approximately 7:00 PM

## **Adjourn**

**Breitung Township**  
**Regular Board Meeting 12-16-2025, 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 Stephen Tekautz, Clerk Amber Zak, Treasurer Teresa Dolinar

Public: Police Chief Daniel Reing, Stephanie Ukkola (The Timberjay Newspaper), Dale Swanson

Call to Order at 6:00 PM by Chairman Tuchel

Pledge of Allegiance

**Acceptance of Agenda**

Motion by Supervisor Tekautz to amend and accept the agenda with the addition of "Pay Period Adjustment" to the New Business segment of the meeting

2<sup>nd</sup> by Chairman Tuchel

Motion Passed 2-0

**Approval of Minutes**

Motion by Chairman Tuchel to approve the minutes of the 11-18-2025 Regular Board Meeting as presented

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

**Approval of Treasurer's Report**

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

2<sup>nd</sup> by Supervisor Tekautz

Discussion between Chair and Treasurer: updated software in the new year would provide clearer information on the monthly report including fund balance, year to date income/expenditures, and budget  
Motion passed 2-0

**Correspondence**

- Arrowhead Library System – Bookmobile
- League of Minnesota Cities – Regional Safety Group
- St. Louis County Association of Townships
- St. Louis County – Environmental Services Department

Correspondence so noted.

**Public Input**

None

## Reports

- Police – Attached, Chief Reing reviewed his report, remarked on two important reminders to the public: 1. Remove vehicles from roadways for plowing, 2. Move over for emergency vehicles
- Fire – Attached
- Road and Bridge – Attached
- Water – Attached, Chairman Tuchel remarked that this would be a new report to be included monthly, citing the creation of the water department due to the dissolution of the Breitung Water Board, inclusion of the report had been previously overlooked but would now be a regular part of meeting packets
- Wastewater Board – Chairman Tuchel stated that the new plant was 95% complete, most items to be completed were cosmetic but the plant is 100% operational
- Ambulance – Meeting held 12/1/2025, Supervisor Peitso not in attendance to comment on it. Chairman Tuchel noted that the Sprint Medic was anticipated to start on January 5, 2026; in answer to questions regarding the medic, Chairman Tuchel explained that there would be no cost to having the medic, we were fortunate to be part of a pilot project funded by the State of MN, medic would be roving the general area to support the City of Tower and area townships
- Housing – No meeting/report
- Recreation – No meeting/report
- Lake Vermilion Lodging Tax Joint Powers Board – No meeting/report

## Old Business:

### Police Squad Replacement

Review of an updated quote from ESU pursuits indicated a vehicle cost of \$48,500 with a 6 month lead time; Lundgren Motor's gave a verbal cost of around \$44,259 with a 6 month lead time. Although pricing was not available for equipment add-ons and decals, it was clear that the cost would be better to go with Lundgren's. Chairman Tuchel advised Chief Reing to check locally with Dan Lenci for graphics placement. Motion by Chairman Tuchel for Chief Reing to order a 2026 Ford Explorer from Lundgren Motors with the price not to exceed \$48,500 and to place orders for equipment and installation.

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

### Current Infrastructure Projects

- 2023 Infrastructure Project – Received signed documents from JPJ: Partial Payment Estimate #2, Final Payment Estimate, Contract Change Order #3, Certificate of Substantial Completion, and IC-134 Forms for contractor employees. Chairman Tuchel also noted that a total amount of \$186,492.69 was paid from Township funds toward this project, indicating that although grant funding is available, it is getting harder and harder to have projects fully funded. Motion by Chairman Tuchel to sign pay estimates, change order, and certificate and to submit payment to Mesabi Bituminous in the amount of \$91,588.07  
2<sup>nd</sup> by Supervisor Tekautz  
Motion passed 2-0
- McKinley Loop Trail – Chairman Tuchel reviewed conversation with John Jamnick; Easements were drawn up but were incorrectly labeled as City of Tower jurisdiction instead of Breitung Township; upon correction, meetings with landowners could begin taking place. It was noted that there were 6 landowners to work with; it may be possible to start the projects without the easements in place but chairman was unsure of this and would need to check with county before beginning the project. There would be a meeting on 1-9-2026 regarding the approval of wetlands and then should be able to go out for bids. SEH was close on having the FAA piece complete.

- Thompson Farm Road Project – Received approval from MNDOT, advertising to go out for bids, expectation to award bids at the February county board meeting. Tree clearing would need to be done prior to April 15, this would be included as part of the bid.
- Stuntz Bay Access Road – Waiting for Mesabi Bituminous signature and IC-134 forms.

Flood/FEMA process – Attached.

Broadband Project – Nothing to report.

#### McKinley Park Campground

Two proposals for McKinley Park Campground Manager were received: Casey Sunsdahl with an \$80k proposal and Randy Pratt & Julie Kranz with a \$36k proposal with a negotiation to sublet the host camp site and receive assistance with some of the duties. Discussion was had with regard to whether additional bids should be called for as suggested by a Breitung Resident, concerns with respect to Pratt/Kranz proposal to run both Hoodoo Point Campground and McKinley Park Campground simultaneously, and concerns regarding sublet hosts. There was concern from Chairman Tuchel that if the call for proposals was re-opened, would the current bidders be lost with the potential to wind up without a host at all; discussion indicated a fiscally responsible need to award the contract to Pratt/Kranz.

Motion by Supervisor Tekautz to accept the proposal for McKinley Park Campground Management by Randy Pratt and Julie Kranz

2<sup>nd</sup> by Chairman Tuchel

Motion passed 2-0

#### New Business:

##### Pay Bills as Presented

Motion by Chairman Tuchel to Pay Bills as Presented.

2<sup>nd</sup> by Supervisor Tekautz

Motion Passed 2-0

#### City of Tower Police Agreement

Motion by Chairman Tuchel to agree to and sign the proposed 3-year contract with the City of Tower for police coverage.

2<sup>nd</sup> by Supervisor Tekautz

Motion Passed 2-0

#### Temporary Maintenance Assistant

Chairman Tuchel discussed the issue of having the Maintenance Assistant out on Workers' Compensation and the need for additional help in the winter, specifically due to plowing needs. Local Union 49 was contacted regarding the Township's options; they approved of a temporary replacement for the Maintenance Assistant Position at full union pay but without union benefits.

Motion by Supervisor Tuchel to promote seasonal employee Zachary Poderzay to fill the temporary full-time Maintenance Assistant position at union pay, without union benefits retroactive to December 1, 2025.

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

#### Cigarette License

Motion by Chairman Tuchel to issue a License to Sell Tobacco to Soudan's Only Store contingent on receiving a completed License Application, Certificate of Compliance, Certificate of Liability Insurance, and a \$50.00 fee.

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

#### McKinley Park Rates

Chairman Tuchel discussed camping rate increases over the last two years as well as showing comparable rates at nearby campgrounds. Supervisor Tekautz indicated a desire to not continue to raise rates; a request to provide long-term rental rates for tent sites was reviewed.

Motion by Supervisor Tekautz to keep rates the same, but to include a seasonal rate for non-electric tent sites of \$2100.00.

2<sup>nd</sup> by Chairman Tuchel

Motion passed 2-0

#### Breitung/Kugler Fire Contract

Chairman Tuchel summarized the intent of the Breitung Kugler Township Fire Contract has having been considered so that Breitung could take over coverage of portions of Kugler Township currently covered by Tower Fire Department; there were approximately 79 addresses that would be covered by Breitung Township according to the St Louis County Communications Fire Coverage Map. In conversation with Kugler Township, which was having its own regular board meeting, it was discovered that they may prefer some negotiation of the contract.

Motion by Supervisor Tekautz to approve Chairman Tuchel to enter into negotiations with Kugler Township representative and sign the typo-corrected contract upon agreement

2<sup>nd</sup> by Chairman Tuchel

Discussion: Clerk Zak questioned whether Chairman Tuchel was sure there was no conflict of interest; he indicated that although he generally abstains for potential conflict of interest in matters of the fire department, he had received information that conflict of interest comes into play when there is personal gain to be had; in this case, there was no personal gain to be had, therefore and since Supervisor Peitso was not present, he would vote on the issue.

Motion passed 2-0

#### TechBytes Reservation System Quote

After reviewing the options offered by TechBytes for the McKinley Park reservation system, it was decided it may be best to speak with the newly appointed campground managers to get their thoughts on the best option

Motion by Chairman Tuchel to authorize Supervisor Tekautz to choose and sign a website option based on recommendations from Randy Pratt and Julie Kranz

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

#### 2025 Ambulance Vehicle Aid

Chairman Tuchel spoke on the invoice received by Breitung Township, explaining that the request for payment was what came out of the latest ambulance meeting. The #2 ambulance currently has over 100k miles on it and is a 2019 model, these funds would be put to use for the purchase of a new truck in the future.

Motion by Chairman Tuchel to pay \$13,250.00 to the City of Tower for 2025 Ambulance Vehicle Aid.

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

### Fund Transfers

Chairman Tuchel spoke on several financial matters, first that projects were no longer being fully funded on a regular basis, there was minimal or no funding available for the types of projects that need to be done within the township, such as blacktopping and broadband. With that said, he would like to have the board begin putting money aside specifically for projects, something which had not been previously budgeted for. He pointed out that in January of 2025, \$120k had been moved from the General fund to the Road & Bridge fund to help cover flood work payments; since that time, the township had recouped much of the money spent on flood related items from FEMA and it would be in the township's interest to place that money in the Projects fund.

It was also noted that the 2024 Building Rehabilitation payment (directed to the township's equipment replacement fund) had not been made due to lack of funds from stemming from flood-related projects. Finally, \$70k had been taken from the Fire fund instead of the Equipment Replacement Fund to pay for SCBA equipment and the downpayment on the fire truck.

Finally, he noted that in 2026 we would need to match the \$28,200 grant from IRRR for the recreation project.

Motion by Chairman Tuchel to move funds as follows to rectify the above referenced events:

1. \$120k from Road & Bridge to Projects
2. \$35k from General to the Equipment Replacement Fund
3. \$70k from General (Equipment Replacement Fund) to Fire
4. \$15k from General to recreation
5. \$15k from Park to recreation

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

### Pay Period Adjustment

Motion by Chairman Tuchel to change the Township Pay Period from Tuesday – Monday to Sunday to Saturday, beginning January 1, 2026 based on Treasurer Dolinar's recommendation.

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

### Next Board Meetings

Regular Board Meeting on 01/20/2025 at 6:00 PM

### Adjourn

Motion by Chairman Tuchel to adjourn the meeting at 7:44 PM

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 2-0

Respectfully Submitted

Amber Zak  
Clerk, Breitung Township

# TOWNSHIP OF BREITUNG

Dec-25

GENERAL	345,581.88
ROAD & BRIDGE	114,471.20
FIRE	73,113.40
PARK	72,857.43
RECREATION	50,587.29
POLICE	153,696.02
PROJECTS	23,363.78
INTEREST	1,678.89
TOTALS	835,349.89

# Township of Breitung

December 2025				
Department	Date	Name	Memo	Amount
Fire	12/04/2025	St. Louis County	Apportionment 2025	32,987.87
<b>Fire Total</b>				32,987.87
General	12/04/2025	St. Louis County	Apportionment 2025	61,363.27
General	12/18/2025	Deposit	R.Stepan Rental	50.00
General	12/18/2025	Deposit	W. Tuominen Rental	50.00
General	12/23/2025	Breitung Water Department	December Reimbursement	2,016.80
General	12/29/2025	State of Minnesota	Disaster_credit	314.93
General	12/29/2025	State of Minnesota	Disp_Red_aid	3,219.00
General	12/29/2025	State of Minnesota	Township Aid	2,825.50
General	12/31/2025		Interest	46.08
General	12/31/2025		Matt Tuchel Filing	2.00
General	12/31/2025		Amber Zak Filing	2.00
General	12/31/2025		Interest	320.40
General	12/31/2025		Interest	79.84
General	12/31/2025		Interest	60.21
General	12/31/2025		Interest	1,312.41
General	12/04/2025	St. Louis County	Property tax Water	409.84
<b>General Total</b>				72,072.28
Police	12/04/2025	St. Louis County	Apportionment 2025	56,692.42
Police	12/18/2025	City of Virginia	Zero Deaths Reimb	4,390.60
Police	12/23/2025	City of Tower	Qtr 3 2025	21,491.79
Police	12/23/2025	City of Tower	Qtr 3 2025	586.26
<b>Police Total</b>				83,161.07
Rec	12/04/2025	St. Louis County	Apportionment 2025	16,114.43
<b>Rec Total</b>				16,114.43
Road & Bridge	12/04/2025	St. Louis County	Apportionment 2025	124,770.03
Road & Bridge	12/04/2025	State of Minnesota	Sale of Trailer	744.00
Road & Bridge	12/04/2025	State of Minnesota	Sale of Brush Cutter	1,604.25
Road & Bridge	12/04/2025	St. Louis County	Property tax Snow Plow	631.64
<b>Road &amp; Bridge Total</b>				127,749.92
<b>Grand Total</b>				332,085.57

Deposits \$332,085.57

Checks 50542-50642 \$345,974.29

Voids

50408-50510

50631-50637

50639-50640

50407

50591

**Township of Breitung  
Balance Sheet  
As of December 31, 2025**

Dec 31, 25

<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
4M Fund General MN0102392001	412,693.11
FBT-Savings Cert #1300319690	96,043.61
FBT - Reserve Account	109,345.21
Frandsen - MMD Savings #86	68,005.84
Frandsen - NOW #00 008 6	354,594.42
HY Money Market XXX477	25,237.41
Park State Bank- NOW - Cook	56.52
Water Department - SBT NOW	18,067.51
Water Department - SBT Savings	70,135.50
<b>Total Checking/Savings</b>	<b>1,154,179.13</b>
<b>Other Current Assets</b>	
Accounts Receivable - Water	27,884.08
County Taxes Receivable	23,559.11
<b>Total Other Current Assets</b>	<b>51,443.19</b>
<b>Total Current Assets</b>	<b>1,205,622.32</b>
<b>Fixed Assets</b>	
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
<b>Total Fixed Assets</b>	<b>3,460,690.03</b>
<b>TOTAL ASSETS</b>	<b>4,666,312.35</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
Accounts Payable	44,277.30
Accrued Salaries	2,332.60

**Township of Breitung  
Balance Sheet  
As of December 31, 2025**

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	<b>Dec 31, 25</b>
Payroll Liabilities	4,549.91
Taxes Receivable	23,559.11
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Total Other Current Liabilities	74,718.92
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Total Current Liabilities	74,718.92
	<hr/>
Long Term Liabilities	
FBT - Rehab Loan	225,713.00
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Total Long Term Liabilities	225,713.00
	<hr/>
Total Liabilities	300,431.92
	<hr/>
Equity	
Opening Bal Equity	1,837,341.53
Retained Earnings	2,113,744.65
Net Income	414,794.25
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Total Equity	4,365,880.43
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<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>4,666,312.35</u></b>

11:34 AM  
01/15/26  
Cash Basis

**Township of Breitung  
Profit & Loss  
December 2025**

	Dec 25
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Interest	1,818.94
Miscellaneous	2,352.25
Police Contract	22,078.05
Police Miscellaneous	4,390.60
Rents	100.00
St. Louis County	
Apportionment	291,928.02
Miscellaneous	1,041.48
Total St. Louis County	292,969.50
State of Minnesota	
Disparity Aid	3,219.00
Local Government Aid	2,825.50
Miscellaneous	314.93
Total State of Minnesota	6,359.43
Water Dept Reimb	2,016.80
<b>Total Income</b>	<b>332,085.57</b>
<b>Gross Profit</b>	<b>332,085.57</b>
<b>Expense</b>	
<b>Dues-Subscriptions-Licenses</b>	
Fire	130.00
Police	600.00
Dues-Subscriptions-Licenses - Other	430.00
Total Dues-Subscriptions-Licenses	1,160.00
<b>Electricity &amp; Water</b>	
Fire	414.49
General	414.49
Park	256.00
Police	558.84
Recreation	259.24
Road & Bridge	2,247.12
Total Electricity & Water	4,150.18

11:34 AM  
01/15/26  
Cash Basis

**Township of Breitung  
Profit & Loss  
December 2025**

	<u>Dec 25</u>
Fuel - Fuel Oil	
Fire	158.65
Police	197.40
Road & Bridge	205.96
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Total Fuel - Fuel Oil	562.01
Insurance	
General	0.00
Police	16.00
Road & Bridge	32.00
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Total Insurance	48.00
Payroll Expenses	
General	461.14
Police	4,031.10
Road & Bridge	5,771.17
Payroll Expenses - Other	39,420.58
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Total Payroll Expenses	49,683.99
Services Rendered	
Fire	1,204.54
General	3,272.49
Park	2,145.73
Police	1,119.81
Recreation	1,210.66
Road & Bridge	9,793.18
Special Projects	125,188.07
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Total Services Rendered	143,934.48
Supplies	
Fire	896.66
General	10,090.02
Police	1,241.44
Recreation	582.00
Road & Bridge	1,655.78
Supplies - Other	121.99
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Total Supplies	14,587.89

11:34 AM  
01/15/26  
Cash Basis

**Township of Breitung  
Profit & Loss  
December 2025**

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	Dec 25
Telephone	
General	148.17
Park	900.35
Police	334.21
Road & Bridge	36.24
<b>Total Telephone</b>	<b>1,418.97</b>
<b>Total Expense</b>	<b>215,545.52</b>
<b>Net Ordinary Income</b>	<b>116,540.05</b>
<b>Net Income</b>	<b>116,540.05</b>



# Saint Louis County

Planning and Zoning Department  
[www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)

TO: St. Louis County Cities, Organized Towns and Interested Parties

FROM: Donald Rigney, Land Use Planning Manager, Acting Secretary, St. Louis County Planning Commission

DATE: December 22, 2025

RE: Planning Commission Public Hearing **Thursday, February 5, 2026**, for proposed St. Louis County Zoning Ordinance 62 amendments

NOTICE IS HEREBY GIVEN THAT THE ST. LOUIS COUNTY PLANNING COMMISSION WILL HOLD A HYBRID VIRTUAL AND IN-PERSON PUBLIC HEARING ON **THURSDAY, FEBRUARY 5, 2026, AT 9:00 AM.**

The St. Louis County Planning Commission will conduct **a hybrid virtual and in-person** public hearing on **Thursday, February 5, 2026**, at the Government Services Center, 201 South 3<sup>rd</sup> Avenue West, Virginia, MN, regarding the following:

The Planning Commission will consider comments on proposed amendments to St. Louis County Zoning Ordinance 62.

The current Zoning Ordinance of St. Louis County, Ordinance 62, was originally adopted in 2015. Since adoption, there have been amendments in 2016, 2020, 2022, 2023, and 2025 that addressed very specific topics. As an ongoing review process, the Planning and Zoning Department worked in consultation with the St. Louis County Planning Commission to revise the zoning ordinance language to minimize ambiguity, ensure consistency with other ordinances and regulations and to remove administrative requirements to better meet the needs of St. Louis County property owners.

The St. Louis County Planning Commission established a workshop on December 18, 2025, to discuss the details of the proposed amendments to the ordinance language of Zoning Ordinance 62. At the December 18, 2025, workshop, a motion was passed to initiate the public review period.

Some of the key features of the draft Zoning Ordinance amendments are as follows:

- General grammar clean-up.
- Added definitions for clarity.
- Nonconforming structure language.
- Lot of record language.
- Airport zoning language.
- Streamlined extractive use (borrow pit) language.

- Resource exploration language.
- Zoning text amendment language.

**All proposed amendments to Zoning Ordinance 62 may be found here:**

<https://www.stlouiscountymn.gov/departments-a-z/planning-zoning/ordinance-amendment>.

The meeting will be open to the public and live streamed via WebEx, giving the public the opportunity to watch and listen and even speak to the Planning Commission. You will also have the option to listen to the meeting live via telephone. For more information on how to view or participate in the public hearing, please visit the county website at [www.stlouiscountymn.gov/departments-a-z/planning-zoning/boards-committees](https://www.stlouiscountymn.gov/departments-a-z/planning-zoning/boards-committees).

Your input is important to us. It is not necessary that you comment; however, if you wish to, you can do so by attending the hearing, sending a letter, or e-mailing Donald Rigney at [rigneyd@stlouiscountymn.gov](mailto:rigneyd@stlouiscountymn.gov) prior to the hearing. All letters must be signed and received in our office by noon on **Friday, January 30, 2026**. All correspondence will be presented to the Planning Commission as part of the hearing. Please email Donald Rigney at [rigneyd@stlouiscountymn.gov](mailto:rigneyd@stlouiscountymn.gov) or call at 218-725-5001 if you have any questions.

**Please confirm receipt of this email by January 2, 2026. If you want a hard copy of the proposed ordinance, please let us know by this date so we can mail one to you.**

\*\* This notice can be made available in alternate formats for individuals with a disability or in different languages for individuals who are limited in English proficiency. Requests for notices in alternate formats, language and/or requests for reasonable accommodation relative to accessing facilities, programs or services should be made to Angela Lepak at 218-471-7103 or at [landuseinfo@stlouiscountymn.gov](mailto:landuseinfo@stlouiscountymn.gov), Human Resources at 218-726-2422 or Melissa Honkola, Americans with Disabilities Act Coordinator, at 218-725-5068 or at [honkola@stlouiscountymn.gov](mailto:honkola@stlouiscountymn.gov). \*\*

## MISSION

Provide resources that promote independence and healthy aging

## VISION

A community where people are able to age with dignity

## VALUES

Compassion  
Dignity

Independence  
Relationships

Respect  
Volunteerism

## NORTHWOODS PARTNERS

760 Miners Drive East • Suite 500 • Ely, Minnesota 55731

218-365-8019 • [www.northwoodspartners.org](http://www.northwoodspartners.org)

[info@northwoodspartners.org](mailto:info@northwoodspartners.org)

Thank you for your generous gift! Your support allows us to continue to provide life-changing programs and spark positive results in the lives of so many in our community!

Please accept our heartfelt gratitude!

With love - Lisa, Heidi & Erise

**From:** Iron Range Resources & Rehabilitation <IRRRA@public.govdelivery.com>  
**Sent:** Thursday, January 15, 2026 4:32 PM  
**To:** clerk@breitungtownship.org  
**Subject:** NEWS RELEASE: \$850,000 awarded in Culture & Tourism grants across the Taconite Assistance Area



**Jan. 15, 2026**

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## NEWS RELEASE

### FOR MORE INFORMATION:

Jordan Metsa, Communications Director

218-735-3061, [Jordan.Metsa@state.mn.us](mailto:Jordan.Metsa@state.mn.us)

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## \$850,000 awarded in Culture & Tourism grants across the Taconite Assistance Area

Iron Range Resources & Rehabilitation (IRRRA) recently awarded \$850,000 in Culture & Tourism grants, assisting 34 projects that support arts, culture, history, tourism and recreational activities, enhance the quality of life in the region and attract visitors.



“These Culture & Tourism grants help communities across the Taconite Assistance Area highlight what makes them unique, from their history and arts to outdoor amenities, while also giving people more to see, do and experience in the region,” IRRRA Commissioner Ida Rukavina said. “This investment strengthens quality of life for residents and supports the local organizations that make the Iron Range a vibrant place to live and explore.”

Grants were awarded to the following organizations:

- **American Legion Post 248, Lozar-Mrace-Loushin (based in Ely): \$24,497** to purchase a food trailer.
- **Babbitt ATV & Snowmobile Club: \$39,572** to purchase trail maintenance equipment.
- **Balsam Township: \$30,000** to support Phase 1 improvements to a community park.
- **Breitung Township: \$28,200** to make improvements to a bike trail, ballfield, disc golf course and sand volleyball court.
- **City of Chisholm: \$30,000** to complete Phase 1 of the Longyear Lake Park revitalization project.
- **Club Mesabi: \$30,000** to launch a social media influencer campaign in partnership with Discover the Range.
- **City of Ely: \$24,130** to purchase trail maintenance equipment.
- **Ely Folk School: \$30,000** to enhance the entry and access to the building.
- **Embarrass Region Fair Association: \$30,000** to remodel Embarrass Timber Hall.
- **City of Emily: \$30,000** to expand and enhance amenities in community parks.
- **Finland Minnesota Historical Society: \$4,000** to strip and repaint the interior of a historic schoolhouse.
- **Grand Rapids Archers: \$17,500** to replace the roof at Grand Rapids Archery Club.
- **Greenway Joint Recreation Association: \$9,000** to enhance the Greenway Recreation Facility entrance.
- **Greenway Snowmobile Club: \$49,000** to purchase a trail groomer.
- **Gunflint Trail Historical Society: \$30,000** to develop an Anishinaabe exhibit at Chik-Wauk Museum and Nature Center.
- **Hibbing Historical Society: \$27,900** to complete Phase 1 of a local newspaper digitization and preservation project, making them accessible to the public.
- **International Wolf Center: \$25,700** to redesign Little Wolf Exhibit, a hands-on educational space for youth.
- **John Beargrease Sled Dog Marathon: \$9,750** to develop and launch a tourism campaign and produce cultural and printed materials.
- **Lawrence Township: \$30,000** to update a playground.

- **Lawron Trail Riders Snowmobile Club (central Itasca County): \$37,000** to purchase trail maintenance equipment.
- **Light After Loss MN: \$14,000** to develop the new Hope Remembrance Park in Hibbing.
- **City of Marble: \$30,000** to support Phase 2 improvements to a community park and sports complex.
- **Minnesota Children's Press: \$22,500** to expand the letter-writing youth programs at Cook County History Museum.
- **City of Nashwauk: \$30,000** to upgrade a community playground.
- **North Central Minnesota Farm & Antique Association: \$30,000** to build out the interior of its community hall in Blackberry Township.
- **North Star Foundation of the Mesaba Inc.: \$30,000** to replace the bathroom and shower building at Mesaba Cooperative Park.
- **Northern Lakes Arts Association: \$15,000** to launch an advertising campaign and purchase sound and stage equipment to present Broadway in the Boundary Waters.
- **City of Orr: \$27,700** to purchase wooden piles for Phase 1 construction of the City Park Fishing Pier.
- **Slovenian Union of America Branch 23: \$7,500** to launch an advertising campaign and produce cultural and printed materials for Zarja Day at Minnesota Discovery Center.
- **Tower Soudan Historical Society: \$30,000** to make improvements at the Historic Tower Fire Hall and the Tower Train Depot Museum.
- **Township of White: \$14,965** to add amenities at Loon Lake Community Center.
- **Wabana Township: \$30,000** to support Phase 2 improvements to a community playground.
- **City of Warba: \$13,800** to make Phase 1 electrical improvements to Feeley Park.
- **Wolf Ridge Environmental Learning Center: \$18,286** to launch a marketing campaign and enhance the center's campus.

Cities, townships, nonprofits, Tribal governments and governmental entities located within the [Taconite Assistance Area](#) are eligible to apply.

[Learn more about the Culture & Tourism grant program.](#)

[Email Danae Beaudette](#) or call her at 218-735-3022 for Culture & Tourism grant information.



**January 16, 2026**

**OFFICIAL MEETING NOTICE**

**The Range Association of Municipalities & Schools has scheduled the following meeting at 6:00 on Thursday, January 22, 2026, at Northeast Service Cooperative Building, 5525 Emerald Ave, Mt Iron, MN.**

**Please RSVP to [paul@ramsmn.org](mailto:paul@ramsmn.org) if you plan to attend in person.**

**5:00 PM      RAMS Finance Committee Meeting**

**6:00 PM      RAMS Board of Directors (via Zoom and in person)**

Join Zoom Meeting:

Join Zoom meeting:

<https://us06web.zoom.us/j/85300554786?pwd=4kV02jqJmFntGWcaBd566ByWplaAZf.1&from=addon>

Meeting ID: 839 4760 8239

Passcode: 512553

Dial by your location

• +1 312 626 6799 US (Chicago)

**Check out the website: <http://www.ramsmn.org>**

# **Range Association of Municipalities and Schools**

Board Meeting Agendas  
Thursday, January 22, 2025, 6PM  
Northeast Service Cooperative Building  
5525 Emerald Avenue, Mt Iron, MN 55768  
In person preferred – Virtual Option

## **RAMS Board Reorganizational Meeting, 6:00pm**

- 1. Call to Order, Roll Call**
- 2. Elect RAMS Executive Board**
- 3. President, VP, Treasurer**
- 4. Approve 2026 RAMS Board Meeting Schedule**
- 5. Adjourn**

**Note:** Regular Board Meeting immediately follows Reorganizational Meeting after a brief adjournment.

## **RAMS Regular Meeting**

- 1. Call to order, Board roll call**
- 2. Review and approve agenda (Action)**
- 3. Introductions and guests**
- 4. Consent Agenda (Action)**
  - A. Special Meeting Minutes: December 17, 2025
  - B. Annual Meeting Minutes: December 9, 2025
- 5. Finance Committee Report (Action)**
  - A. Finance Committee Meeting held on January 22, 2026
    1. Expenditures (December 17, 2025-January 21, 2026)
    2. Profit and Loss Budget vs Actual
    3. Balance Sheet
- 6. Appearance – None**
- 7. Executive Director Report**
- 8. Old Business**
- 9. New Business**
  - A. Conflict of Interest and Code of Conduct Forms, Board Member On-Boarding
  - B. Consider approval of RAMS LOS for Mesabi Metallics MPCA permits (Action)
    - i. Draft Air Permit
    - ii. Draft Water Permit
    - iii. Draft 401 Water Quality Certification
  - C. Consider approval of RAMS LOS for congressional action on reversing federal mineral withdrawal (Action)
  - D. Consider approval of RAMS legislative priorities (Action)
  - E. Consider approval of RAMS Resolution #26-0, Permanent School Fund (Action)
  - F. Consider approval of Fort and Company Letter of Engagement, 2025 Audit (Action)
- 10. Board Member Updates: Around the table; Member floor privileges**
- 11. Future Meetings and Notable Events**
  - A. February 26, 2026 – RAMS Regular Board Meeting
- 12. Other**
- 13. Adjourn**



## BREITUNG POLICE DEPARTMENT

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

PHONE: (218) 753-6660  
FAX: (218) 753-2407

41 1<sup>ST</sup> AVE • P.O. BOX 6  
SOUDAN MN 55782

DANIEL REING  
CHIEF OF POLICE

## December 2025 Monthly Police Report

Calls for Service (ICRs) 43

It was the quietest month of the year. A lower-than-average number of incidents. A highlight of the month was clothes shopping for five children in our area. It is always nice to give back. I hope everyone has a Merry Christmas and a Happy New Year. Please stay safe during the holidays. Our new police squad has also been ordered. We hope to have it ready this spring.

**Breitung Fire & Rescue  
Box 337  
33 1<sup>st</sup> Ave.  
Soudan, Mn. 55782**

**December 2025 Fire Dept Report**

Our regular monthly fire department meeting was held on 01/17/2026.

This month's training consisted of Snowmobile Operations and inspection of our snowmobile rescue sled.

For the month of December we responded to the following calls, Assisted Greenwood with a vehicle off road which we were cancelled upon arrival, and responded to several people needing rescued after going into Lake Vermilion on their snowmobiles. We were cancelled before arriving.

## **Road and Bridge January 2026**

Usual plowing, sanding, and winging. 13 snow events thus far that needed plowing

Scraping streets after warm temperatures

Building dock sections for dock #1 at McKinley Park

Continued maintenance and flooding at rink, have been open 18 days with an attendant, with a average of 6.7 skaters per day

Painting and maintenance on picnic tables

Oil changes and maintenance on equipment

Cutting trees

Cleaning snow away from hydrants

Thawing culverts

**BREITUNG WATER & SEWER COMMISSION****RECEIPTS & DISBURSEMENTS****December-25**

Checking Balance Forward	28,883.86
Deposits	11,340.60
Interest	23.15
Balance	<hr/> 40,247.61

**Disbursements**

Township Payroll Reimb - December 2025	2,016.80
WW Board November 2025	5,527.81
US Postal - Stamps	0.00
Minnesota Department of Health	0.00
Riteway Business Forms	155.28
Breitung Township - Reimb Supplies & Time	841.15

Total Disbursements	<hr/> 8,541.04
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Ending Balance	31,706.57
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Checking Account	31,706.57
Savings Account	55,433.20
Interest 27.54	

<b>TOTAL</b>	<b>87,139.77</b>
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 1/9/25

January 15, 2026

Timothy Tomsich  
Breitung Township Chairman  
PO Box 56  
Soudan, MN 55782

In reference to:

Local Road Improvement Program (LRIP) Grant  
State Aid Accounting System Account No. 378 (2023 LRIP General Funds)  
MnDOT Grant Agreement No. 1062324  
SAP 069-592-001

Dear Mr. Tomsich,

You are now authorized to advance the status of this project. Your total LRIP funding is estimated at \$595,678.02 for the project. This project is eligible for costs associated with construction of a new re-aligned Thompson Farm Road between Trunk Highway 169 and existing Thompson Farm Road in Breitung Township, St. Louis County. The county is acting as the project sponsor.

This project funding requires the execution of a MnDOT grant agreement before the LRIP funds can be authorized. After the bid opening, please submit the bid abstract and an excel format low bid that identifies participating and non-participating items electronically to Mohamed Farah ([mohamed.m.farah@state.mn.us](mailto:mohamed.m.farah@state.mn.us)) with copies to me ([rashmi.brewer@state.mn.us](mailto:rashmi.brewer@state.mn.us)), Marc Briese ([marc.briese@state.mn.us](mailto:marc.briese@state.mn.us)), and your district state aid engineer. The final funding determination for the grant agreement will be based on the low bid award and will be provided to township by letter from Mohamed Farah with State Aid Finance. The township should use the numbers from the encumbrance letter in assembling the LRIP grant agreement. As project sponsor, the county can assist in assembling the grant agreement.

The MnDOT grant agreement must be fully executed before the grant can be authorized, and **the grant agreement should be fully executed before work begins on the project**. Please contact me if this will be an issue.

The MnDOT agreement number is 1062324 and should be included in the upper right corner of the LRIP grant agreement. Please submit a draft agreement to Olga Kruglova ([olga.kruglova@state.mn.us](mailto:olga.kruglova@state.mn.us)) from my office for review prior to obtaining local agency signatures. Then submit a pdf of the grant agreement with local agency signatures to Ms. Kruglova for approval and final execution. The templates for the 2023 LRIP general fund grant agreement and resolution can be found on the state aid website. During construction, the county as project sponsor will need to work with the District State Aid Engineer on submitting and approving documentation and state aid pay requests for this work.

Project Estimate

<b>2023 LRIP Funds (SAAS Acct 378) – CONSTRUCTION</b>	\$	595,678.02
Local Township Funds	\$	57,423.54
<b>Total</b>	\$	<b>653,101.56</b>

Sincerely,

Rashmi Brewer

Digitally signed by Rashmi  
Brewer  
Date: 2026.01.15 11:03:59 -06'00'

Rashmi Brewer, P.E.  
State Aid State Programs Engineer

copy: Eric Fallstrom, St. Louis County Public Works  
Derek Frederickson, District 1 State Aid Engineer  
Jeff Madill, District 1 State Aid Assistant  
Marc Briese, State Aid Programs Manager  
Mohamed Farah, State Aid Finance  
Olga Kruglova, State Aid Programs

## Flood Update

01/20/2026

- Stuntz Bay Road Repair: submitted, working with HSEM to have project overrun + mitigation considered
- Category Z – Administrative costs in the amount of \$9,656.77: submitted, under review per HSEM

Respectfully,

Amber Zak, Clerk

## **MANAGEMENT AGREEMENT FOR MCKINLEY PARK**

AGREEMENT made this 20<sup>th</sup> day January, 2026 by and between the Township of Breitung, a municipal corporation existing pursuant to the laws of the State of Minnesota ("Owner"), and Randy Pratt and Julie Kranz, 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, Randy Pratt and Julie Kranz, 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, 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.

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

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 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.

Owner hereby grants to **Randy Pratt and Julie Kranz**, 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.

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.

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.

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.

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 1<sup>st</sup> through September 30<sup>th</sup>. Manager shall give preference in ~~leasing to lessees and~~ to long term (seasonal) ~~leases campers~~ over short term (less than one month) ~~leases campers~~. Manager shall be responsible for developing an appropriate form of camper agreement and for determining the terms of such agreements 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.

Manager shall 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.

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

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.

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.

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 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 tools can be procured from the Soudan Store and charged to the owner's account at that business. **Miscellaneous supplies may be procured from Northwoods True Value in Tower 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. Manager is expected to use, clean, and maintain Owner-provided equipment in a respectable and orderly fashion. Normal wear and tear is expected; abuse of equipment will require repair paid for by Manager.

**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 or **Owner-Approved, Manager-appointed employees** 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; Manager'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 1<sup>st</sup> through September 30th. Manager shall not reside on Park premises from October 1<sup>st</sup> through April 30<sup>th</sup>.

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. 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.

G. 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), Owner desires a minimum 6 hours/day:

Monday through Sunday: 8 AM – 8 PM

The following office hours shall be in effect for the shoulder seasons (May 1<sup>st</sup> through the Thursday before Memorial Day Weekend and the Tuesday following Labor Day through September 30<sup>th</sup>) Owner desires a minimum of 3 hours/day:

Monday through Sunday: 8 AM – 4 PM

**It is understood that at times, especially during notoriously slow times or those without incoming check-ins, the office may be left unattended for short periods of time. During these times, management is expected to be readily available should the need arise for them to offer customer service; contact information should be clearly posted if this is the case.**

#### H. 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.

#### I. 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.

#### J. 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**

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

1. **\$36,000** 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**

The Owner shall be financially 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**

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 and may be 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 must the regular **September 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 managers
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: **Randy Pratt and Julie Kranz, 2350 N Nicklaus Drive, Mesa, AZ 85215**

Manager: Randy Pratt and Julie Kranz

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**Signature**

Name Printed

---

**Signature**

Name Printed

Owner: Breitung Township

## Chairman of the Board-Matthew Tuchel

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

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Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

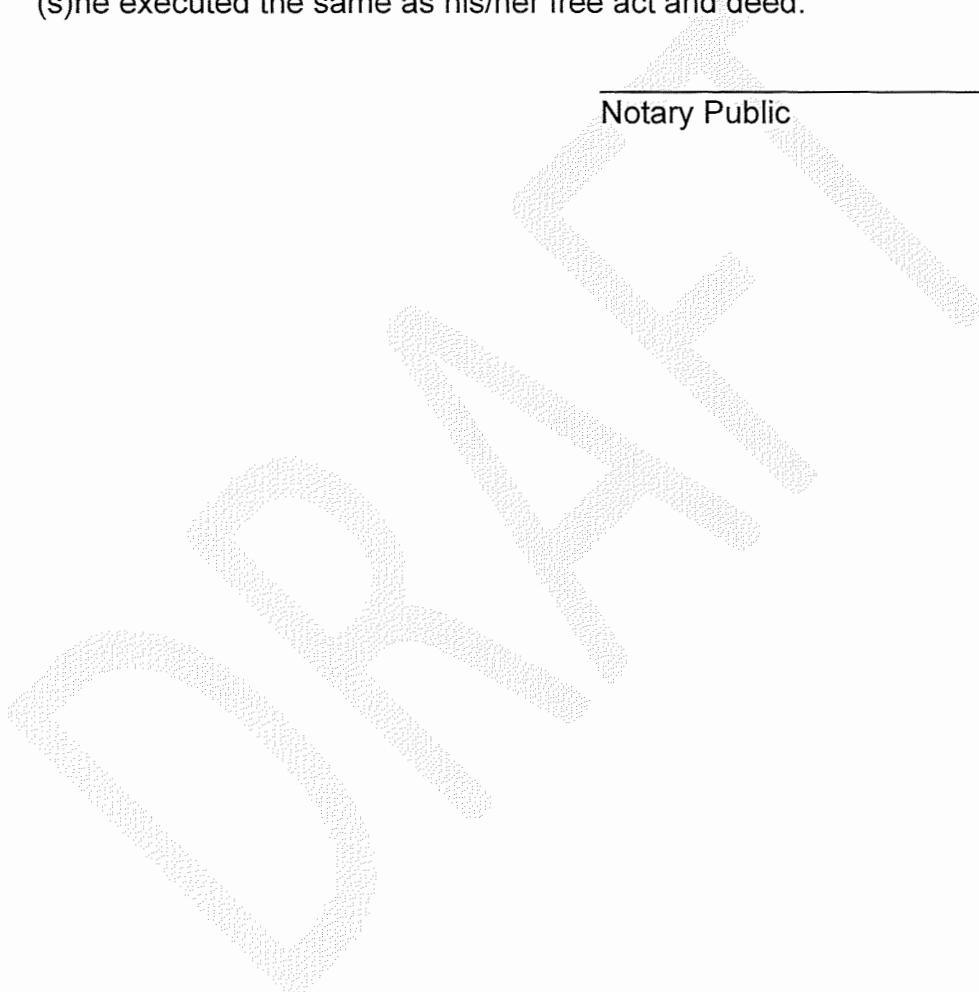
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## Notary Public

STATE OF \_\_\_\_\_ )  
                    ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of January, 2026, 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



**RESOLUTION 2026-01**  
**BREITUNG TOWNSHIP of St. Louis County, MN**  
**Resolution Appointing Election Judges**

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

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

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

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

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

<u>Laura Zollar</u>	<u>Katy Popesh</u>	<u>Michelle Anderson</u>
<u>Randy Winkler</u>	<u>Kathleen Zavodnik</u>	<u>Barbara Burgess</u>
<u>Teresa Dolinar</u>	<u>Stephanie Ukkola</u>	
<u>Cindy Zollar</u>	<u>Trudy Hendricks</u>	
<u>Dianna Sunsdahl</u>	<u>Corrine Hill</u>	

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

**WHEREAS:** 03/10/2026 is the date of the election in which the election judge is to serve;

**NOW, THEREFORE BE IT RESOLVED:** the Town Board of Breitung Township hereby appoints the following election judges as eligible to serve in the Local Township Election on March 10th, 2026, pending completion of their training and otherwise qualifying for the office:

<u>Laura Zollar</u>	<u>Katy Popesh</u>	<u>Michelle Anderson</u>
<u>Randy Winkler</u>	<u>Kathleen Zavodnik</u>	<u>Barbara Burgess</u>
<u>Teresa Dolinar</u>	<u>Stephanie Ukkola</u>	
<u>Cindy Zollar</u>	<u>Trudy Hendricks</u>	
<u>Dianna Sunsdahl</u>	<u>Corrine Hill</u>	

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

**BE IT FURTHER RESOLVED:** the Town Board of Breitung Township hereby authorizes the Town Clerk to add additional election judges as needed and allowed by Minnesota Statutes § 204B.21.

Passed this 20<sup>th</sup> day of January, 2026 -

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

Ayes:

Nayes:

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Matthew Tuchel, Chairperson

Attest:

---

Amber Zak, Clerk

**RESOLUTION 2025-02**  
**BREITUNG TOWNSHIP of St. Louis County, MN**  
**Resolution Appointing 2026 Absentee Ballot Board**

**Whereas**, Minnesota Statutes Section 203B.121, subd.1 requires the Town board, as governing body of the Town, to appoint a ballot board to process all absentee ballots returned to the Town clerk for the Township Election.

**Whereas**, the ballot board must consist of election judges trained in the handling of absentee ballots, or staff trained as election judges; and

**Whereas**, even though only two members are required to meet whenever an absentee ballot needs to be processed, the ballot board must consist of at least the same number of members as the minimum number of required election judges for the Town election, which pursuant to Minnesota Statutes Section 204B.22 has been determined to be three. Whereas, the Town Board for the Town of Breitung has appointed its election judges for the 2025 Township of Breitung Local Election.

**Now Therefore Let It Be Resolved:** That the Town Board for the Town of Breitung hereby appoints the following election judges to serve as the ballot board required to perform all duties required in the processing of absentee ballots required under Minnesota Statutes Section 203B.121 and all other applicable statutes and rules:

Trudy Hendricks, Katy Popesh, Barbara Burgess, Dianna Sunsdahl

**Be It Further Resolved:** That the Town Board of the Town of Breitung hereby authorizes any member of the ballot board to be compensated as required by Minnesota Statutes Section 203B.121, when said member performs any required duty of the ballot board.

Adopted by the Breitung Town Board, January 20<sup>th</sup>, 2026

Upon vote taken the following voted: Chairman Matthew Tuchel, Supervisor Erin Peitso, Supervisor Steven Tekautz

For:

Against:

**By the Breitung Town Board**

**Attested to by**

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**Town Chair – Matthew Tuchel**

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**Town Clerk – Amber Zak**

RESOLUTION 2025-03  
BREITUNG TOWNSHIP of St. Louis County, MN  
**Resolution Designating Township Election Hours**

**WHEREAS**, Minnesota Statutes Section § 205.175, subd. 3 require the town board, as governing body of the Town of Breitung to post the Polling Place and set voting hours for the township election.

**WHEREAS**, the Breitung Township Community Center located at 33 First Avenue, Soudan, Minnesota, 55782 is designated as the voting place.

**WHEREAS**, the Breitung Township Election hours will be from 12:00 PM to 8:00 PM on March 10<sup>th</sup>, 2026

**WHEREAS**, the Breitung Township Election hours will be from 12:00 PM to 8:00 PM for all future March Township Elections until otherwise resolved

**NOW, THEREFORE, BE IT RESOLVED**, that the town board of Breitung Township, St Louis County, Minnesota does hereby designate 12:00 PM to 8:00 PM as its township election hours.

**BE IT FINALLY RESOLVED**, that the township notify residents of this designation by following the requirements of Minn. Stat. § 205.16.

Adopted this 20<sup>th</sup> day of January 2026.

Upon vote taken, the following voted: Chairman Matthew Tuchel, Supervisor Steven Tekautz, and Supervisor Erin Peitso

For:

Against:

**By the Breitung Town Board**

**Attested to by**

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**Town Chair – Matthew Tuchel**

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**Town Clerk – Amber Zak**

# League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan  
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

## Notice of Premium Options for Standard Premiums of Less than \$25,000

BREITUNG TOWNSHIP  
PO BOX 56  
SOUDBURG, MN 55782-0056

Agreement No.: WC 1001805\_Q-10  
Agreement Period:  
From: 03/01/2026  
To: 03/01/2027

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium	12,027
Debit	1.32
Standard Premium	15,876
Deductible Credit	0.00%
Premium Discount	-1,033
Net Deposit Premium	\$14,843
Adjustment for Commission*	0
Total Net Deposit Premium	\$14,843

\*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

**Agent:**  
00716 Tower Soudan Agency Inc  
Po Box 499  
Tower, MN 55790-0499

## Notice of Premium Options for Standard Premiums of Less than \$25,000 (Con't)

### OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1. <input type="checkbox"/> Regular Premium Option	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
	14,843	0	14,843

2.  **Deductible Premium Option**

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 15,876. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
<input type="checkbox"/> \$250	0.60%	-95	14,748	0	14,748
<input type="checkbox"/> \$500	1.10%	-175	14,668	0	14,668
<input type="checkbox"/> \$1,000	1.90%	-302	14,541	0	14,541
<input type="checkbox"/> \$2,500	3.50%	-556	14,287	0	14,287
<input type="checkbox"/> \$5,000	5.00%	-794	14,049	0	14,049
<input type="checkbox"/> \$10,000	7.00%	-1,111	13,732	0	13,732
<input type="checkbox"/> \$25,000	11.50%	-1,826	13,017	0	13,017
<input type="checkbox"/> \$50,000	15.00%	-2,381	12,462	0	12,462

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the member requesting coverage.

---

Signature

Title

Date

---

**Notice of Premium Options for Standard Premiums of Less than \$25,000  
(Con't)**

**CONTINUATION SCHEDULE FOR QUOTATION PAGE**

<b>REMUNERATION</b>	<b>RATE</b>	<b>CODE</b>	<b>DESCRIPTION</b>	<b>EST. PREM</b>
POP	6,789	3.385	5506 GENERAL MAINTENANCE	230
	139,269	3.385	5506 STREET CONSTRUCTION	4,714
	9,485	1.925	7520 WATERWORKS	183
	530	152.236	7708 FIREFIGHTERS (VOLUNTEER)	807
	92,296	5.791	7720 POLICE	5,345
	44,722	0.309	8810 CLERICAL OFFICE EMPLOYEES NOC	138
	1,423	3.523	9016 SKATING RINK OPERATION	50
	7,904	4.124	9102 PARKS	326
	27,800	0.569	9410 MUNICIPAL EMPLOYEES	158
	21,750	0.000	9411 ELECTED OR APPOINTED OFFICIALS	76

Manual Premium 12027.0



## LIABILITY COVERAGE WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to [pstech@lmc.org](mailto:pstech@lmc.org), or fax to 651.281.1298.**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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LMCIT Member Name:

*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting:

Signature: \_\_\_\_\_

Position: \_\_\_\_\_



Dec 16, 2025

TOWNSHIP OF BREITUNG  
PO BOX 56  
SOU DAN, MN 55782-0056

SUBJECT: SOUDAN MAIN OFFICE, 31 1ST AVE, SOUDAN, MN 55782-5000  
Expiration Date: 03/31/28

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 720-418-8011 or colton.kirkutis@jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
  - Sign each copy of the agreement where indicated.
  - Date each copy of the agreement on the designated line.
- **Real Estate Conflict of Interest (COI) Certification Form:**
  - Complete one COI form for each person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
  - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
  - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

**\*\*PLEASE SIGN AND RETURN THIS LEASE PACKET NO LATER THAN 12/30/25\*\***

Using the enclosed envelope, please mail **all requested forms with original signatures**. Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

**Notice:** All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

*Colton Kirkutis*  
Colton Kirkutis

CC: Jon Dahl

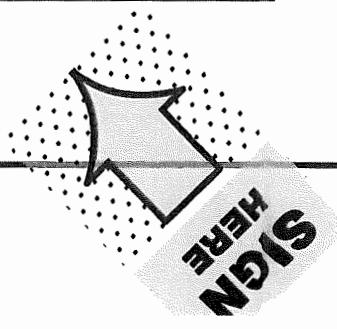
# USPS Letter of Intent – SOUDAN MAIN OFFICE (SOUDAN, MN 55782-5000)

Property ID: 268770-001

Date Submitted:	Dec 16, 2025	
Submitted To:	TOWNSHIP OF BREITUNG as representative of Landlord	
Submitted By:	Jones Lang LaSalle Brokerage, Inc. as co-broker to Jones Lang LaSalle Americas, Inc., as representative of the Tenant	
Description of Requirement:	Renewal of Lease	
Response Date Requested:	Please submit a written response in the space provided within seven (7) days of receipt.	
Issue	Proposal of Terms	Landlord Response
1. Building:	SOUDAN MAIN OFFICE, 31 1ST AVE, SOUDAN, MN 55782-5000	
2. Landlord:	TOWNSHIP OF BREITUNG, PO BOX 56, SOUDAN, MN 55782-0056	
3. Tenant:	United States Postal Service shall be the entity defined in the lease agreement.	
4. Lease Commencement Date:	4/1/2028	
5. Lease Term:	Five (5) years	
6. USPS Lease Form:	This transaction is subject to use of the United States Postal Service's current standard lease form.	
7. Premises:	618 square feet (net interior)	
8. Proposed Annual Rent:	\$6,180.00 per annum, inclusive of a market commission	
9. Utilities/Services/Equipment:	Per the terms of the current Lease Agreement: Utilities Services & Equipment Rider	
10. Maintenance:	Per the terms of the current Lease Agreement: Landlord Responsibility	
11. Real Estate Taxes:	Per the terms of the current Lease Agreement: Landlord Responsibility	
12. Parking:	Please outline the current parking arrangement with the USPS; specifically the availability and location of reserved parking, handicap parking, and visitor parking.	
13. Termination Option:	Tenant shall have the right to terminate with at least 30 days advance written notice to Landlord (per the terms of the current lease.)	
14. Renewal Option:	Tenant shall have two (2) renewal options of five (5) years each with at least 0 days advance written notice to Landlord. The annual rent for each option term shall be at a 5% increase over the prior term.	
15. Commissions:	Tenant is represented by Jones Lang LaSalle Brokerage, Inc. as co-broker to Jones Lang LaSalle Americas, Inc.. Tenant requires Landlord to enter into a separate agreement with Broker, under which Landlord agrees to pay Broker a market real estate commission ("Commission") equivalent to 4 percent (4%) of the total aggregate Lease value. The entire Commission shall be due and payable upon the execution of Lease Agreement or equivalent document.	
16. Required Documentation:	Please provide the following documents with an accepted proposal: <ul style="list-style-type: none"> <li>Copy of recorded Warranty Deed (confirming ownership)</li> <li>Completed IRS Form W9 (confirming ownership)</li> </ul>	

**This is a non-binding document.** This document is not intended, nor should it be interpreted, to be a lease or any other type of contract between Tenant and Landlord. Rather, this letter expresses the general desire of the parties to potentially conduct negotiations concerning a possible real estate lease transaction, with both parties acknowledging that other material terms have not been discussed and that there is no obligation to do so. Either Tenant or Landlord may, for any reason whatsoever or without cause, terminate discussions or negotiations at any time in each party's sole and absolute discretion. Any such termination shall be without obligation or liability whatsoever. Notwithstanding any written or verbal communication(s), or series of communications, to the contrary, Tenant shall not be deemed to have entered into a lease or any other binding agreement unless and until (if at all) (i) the terms and conditions of any such lease or agreement shall have been fully negotiated by Tenant and Landlord, (ii) Tenant's senior management and legal counsel shall have approved the terms and conditions of any such lease or agreement and shall have approved the execution of a formal document intended to evidence the same, and (iii) an authorized representative of both Tenant and Landlord shall have fully executed and delivered a formal agreement of lease to the other. Real estate brokers, tenant representatives, consultants and the like do not have authority to enter into oral or written agreements that are binding upon Tenant.

Agreed and accepted: \_\_\_\_\_ (sign) Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



Dec 16, 2025

**Brietung Fire Department Board of Trustee's Meeting: 1/17/26**

**Call meeting to order (by highest ranking officer): Trevor**

**Roll: Complete**

**Present; Chris Suihkonen, Ross Swanson, Brian Zak and Trevor Banks**

**Review and approve minutes from previous Board of Trustee's meeting:**

**Motion-. All yes**

**New business:**

- 1. Present Fire Dept positions are-President Detton Koski, VP, Ross Swanson, Treasurer, Brian Zak, Secretary, Chris Suihkonen. Present salary for the Secretary is \$599.00. A Motion to recommend to the Town Board, that the department salaries stay the same. Motion by Brian Z and Chris S. All yes.**
- 2. Fire Dept officer position. Fire Chief Trevor Banks, Asst chief Matt Tuchel, Training officer Detton Koski, Captain Doug Carter and Doug Carter. A Motion to recommend to the Town Board, that Doug Carter be the new Lieutenant. Motion Ross Swanson, seconded Brain Zak. Motion by Chris S and Brian Z. All Yes**
- 3. Officers' salaries and are currently as listed. Chief \$425.00/month. Assistant Chief \$375.00/month. Lieutenant \$200/Month. Training officer \$400.00 month. Captain \$250.00/month. A Motion to recommend to the Town Board, that the officer salaries stay the same. All yes.**
- 4. Motion to pay annual meeting expenses. All Yes.**

**Adjourn: Motion to adjourn: Trevor B and Brian Z.**

## MATERIAL PIT SALES AGREEMENT

January 16, 2026

1. **Agreement Term.** For and in consideration of the agreements set forth herein, Breitung Township ("Owner") hereby grants to Mesabi Bituminous, Inc. ("MBI") the right to enter upon and use the following described real property in St. Louis County, Minnesota, hereinafter referred to as the Pit: Parcel# 270-0020-03360

SEE ATTACHED EXHIBIT A.

This right of entry and use is for the purpose of investigating, testing, and removing therefrom materials required for use by MBI. MBI will be allowed- crushing, screening and/or portable hot mix operations. This Agreement shall commence March 1, 2026 and shall terminate on March 1, 2036, unless earlier terminated as provided herein. MBI has option to renew with discussion 1 year prior to termination date.

2. **Production Payments.** Payments for materials taken by MBI pursuant to MBI's rights under this agreement shall be based on records kept by MBI. Payment for materials removed under this Agreement shall be made by MBI at the rate of \$2.00 per cubic yard for 2026 and a negotiated and mutually agreed upon rate to be set at Breitung Township's annual reorganization meeting hereafter until the end of the contract.

MBI shall keep complete and accurate records of all quantities expressed in terms of cubic yards of materials removed from the Pit. Quantities shall be calculated on a daily basis, in the form of truck load slips, based upon the records of materials as reasonably and accurately determined by MBI from available documents and data. Supporting documentation of materials removed, including the truck load slips, shall be provided when payments are made to Owner. If crushing and stockpiling occurs, material records will be provided. Payments or credits shall be reported to Owner on a monthly basis. Payments shall be calculated as of the last day of each month, and the balances shall be due and payable to Owner on or before the 10th day of the following month. MBI's payment obligations to Owner shall survive any early termination of this Agreement.

3. **Pit Operations.** MBI will access areas of the Pit only in the order and manner directed by Owner. MBI shall be solely responsible for loading materials with MBI's own equipment. MBI shall pay Owner for all damages to Owner's property to the extent caused by MBI. MBI shall give Owner at least twenty-four (24) hours' notice before accessing the Pit, and MBI shall not in any event access the Pit between 7 p.m. and 7 a.m. on any day. MBI shall dispose of all waste accumulated by reason of its operations in removing the materials from the Pit on a weekly basis not later than 5 p.m. on the last day of work for each week, and in any event upon the end date of this Agreement. All stripings and strip tops shall be salvaged by MBI and placed in areas designated by Owner. If lease is not renewed, MBI shall be granted a reasonable amount of time to remove processed or stockpiled materials.

4. As further consideration for the benefits provided to MBI under this agreement, MBI will work as a steward for Breitung Township and assist with the best development and utilization of materials within the pit. If requested MBI will help with decisions for the best future use and maximize development of the property.

MBI shall strictly follow all federal, state and local laws and regulations applying to its activities under this Agreement. MBI shall not import any outside materials into the Pit without the prior written consent of Owner in each instance.

5. **Material Usage.** Any and all product from Breitung's Gravel Pit is to be used exclusively for Breitung Township projects; if MBI should wish to utilize material for projects outside of Breitung Township, it will request and have pre-approval from the town board on a case-by-case basis.

6. **MBI's Access to the Pit Across Owner's Lands.** The Owner hereby grants to MBI and its assigns, the rights of ingress to and egress from the Pit by right of way across (i) other lands of the Owner, and (ii) lands of others to which Owner has a right of legal access. Said right of way shall follow such course as is reasonably necessary for convenient access to the Pit.

7. **Warranties.** This Agreement is made without any warranty or representation of any kind by Owner pertaining to the Pit, or the materials to be removed from the Pit by MBI, or any other matter or thing whatsoever applicable to the Pit, materials or the Project. Further, Owner makes no warranty or representation of any kind as to the safe condition of the Pit. MBI warrants and represents to Owner that it has made a diligent investigation of the Pit and accepts the Pit for its operations described in this Agreement on an "as is, where is, with all faults" basis.

Owner warrants that for the term of this Agreement, Owner will not sell any aggregate materials to any party that would be used in competition of the Mesabi Bituminous Inc.

8. **Early Termination.** If MBI shall fail to keep or perform any of the terms, conditions or obligations of this Agreement to be kept and performed by it, and if such failure shall continue for seven (7) days after Owner has given written notice specifying the failure complained of by Owner, then, this Agreement shall terminate, without any further notice or other action on the part of Owner.

9. **Notices.** Except as otherwise provided herein, all payments, communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, at the addresses stated below. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices or objections permitted or required to be given or served under this Agreement.

ToMBI:  
Mr. Tom Nemanich  
Mesabi Bituminous, Inc.  
PO Box 728  
Gilbert, MN 55741

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

10. **Cumulative rights.** Except as may otherwise be provided elsewhere herein, no right or remedy herein conferred on or reserved to MBI or the Owner is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law, in equity, or by statute.

11. **Reasonable consent.** Whenever MBI's or the Owner's consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within five (5) days of the request therefor, MBI or the Owner, as appropriate, notify the requesting party that MBI or the Owner, as appropriate, are denying such approval or consent, stating in such notice the reasonable grounds therefor.

12. **Attorneys' fees.** If either party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party its reasonable attorneys' fees, costs, and expenses incurred by it in connection with the prosecution or defense of such action.

13. **Assignment.** MBI may not assign its rights granted herein without prior written consent of the Owner.

14. **Binding effect.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and to the assigns and successors of the parties.

15. **Amendment, modification, and waiver.** No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

16. **Document Construction.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

17. **Minnesota law, Arbitration.** This Agreement shall be construed and enforced in accordance with the laws of the state of Minnesota. Any claim or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award granted by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Duluth, Minnesota, or any other place mutually agreed to by the parties.

18. **Execution.** This Agreement may be executed in separate counterparts, with facsimile copies of signature pages deemed effective as originals.

Breitung Township

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Matthew Tuchel, Chairperson  
Breitung Township

STATE OF MINNESOTA )

) ss.

COUNTY OF ST. LOUIS )

On \_\_\_\_\_, 2026, before me personally appeared Matthew Tuchel, Breitung Township Chairperson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

(Notary Seal)

NOTARY PUBLIC

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Amber M Zak

My commission expires:

[See Additional Signature Page]

Mesabi Bituminous, Inc.

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Tom Nemanich, Its President

STATE OF MINNESOTA )

) ss.

COUNTY OF ST. LOUIS )

On \_\_\_\_\_ 2026, before me personally appeared Tom Nemanich, to me known to be the President of Mesabi Bituminous, Inc., a Minnesota corporation, and the person described in and who executed the foregoing instrument in behalf of the corporation, and acknowledged that he executed the same as the free act and deed of the corporation.

(Notary Seal)

NOTARY PUBLIC

My commission expires