

Township of Breitung Agenda – Regular Board Meeting

Township of Breitung Regular Board Meeting 05/19/2026

Timothy Tomsich Community Center 6:00 PM

- Call the meeting to order/Roll Call
- Pledge of Allegiance
- Acceptance of Agenda
- Approval of Minutes
 - 04/21/2026 Local Board of Appeal & Equalization Meeting
 - 04/21/2026 Regular Board Meeting
- Approval of April 2026 Treasurer's Report
 - Checks Written: 60091 – 60127
 - Total Disbursements: \$253,544.96
 - Fund Balance: \$658,308.52
 - Voided Checks: None
- Correspondence
 - CTC: Annual Meeting Notice
 - Jerry & Susie Chiabotti: Thank you

Reports:

- Police – Attached
- Fire & Rescue – Attached
- Road and Bridge – Attached
- Water – Attached
- Wastewater Board
- Ambulance Commission
- Recreation – Attached
- Lake Vermilion Lodging Tax Board

Public Input

- Trudy Hendricks

Old Business

- Current Infrastructure Projects
 - McKinley Park Trail Loop
 - Thompson Farm Road
 - Stuntz Bay Access Rd
- Flood/FEMA process
- Broadband Project
- Joint Comprehensive Plan
 - ARDC Agreement
- Fire Department Equipment Purchase
- Blight
- City of Tower: Airport Zoning
 - Resolution 2026-14

New Business

- Pay Bills as presented
- McKinley Park Lodging & Sales Tax
- Feral Cats
- Resolution 2026-12: Margaret Stauty PERA Nomination
- Resolution 2026-13: Interested Officer
- Resolution 2026-16: Support for Vermilion Housing
- Letter of Support: “Y Store” Intersection Safety Project
- McKinley Park: ADA Project
 - Consultation Proposal
 - Resolution 2026-15
- Fire Protection Contract: Unorganized 63-15
- Sale of Fire Engine #2

Next Board Meetings

Regular Board Meeting: Tuesday, June 16, 2026

Adjourn

Breitung Township
Local Board of Appeals & Equalization Meeting 04-21-2026, 1:00 PM
In Person Meeting at the Timothy Tomsich Community Center
33 First Avenue, Soudan MN 55782

In Person

Present: Chairman Matthew Tuchel, Supervisor Erin Peitso, Supervisor Stephen Tekautz, Clerk Amber Zak

Public:

Paul Cherry – St Louis County Assessor

Patrick Vanderbeek – St Louis County Assessor

Frank & Nancy Spaeth – left at 1:50 PM

Scott Conklin – left at 2:10 PM

Amy Berglund – left at 2:42 PM

Jeff Redetzke & Angela Miller – left at 2:42 PM

Daniel Reing, Police Chief

Meeting called to order by Chairman Tuchel at 1:00 PM

Property Discussion:

Spaeth:	270-0020-00070
	270-0020-00030
Conkin:	270-0020-01400
Berglund:	270-0110-02810
	270-0110-02820
	270-0110-02810
Redetzke:	270-0110-00312
	270-0110-00330
Cvetan	270-0110-02660
Solberg	270-0020-03650
	270-0020-03660
	270-0020-03680
Lake Vermilion Resort Assn.	270-0020-01570
Lynch	270-0020-01044
Kulhawick	270-0110-02370

Frank & Nancy Spaeth: in attendance to discuss. Frank took considerable time to provide the history of his land purchases and cited that the increases have made it so that in order to keep the property, lifestyles would have to change. He cited that the property had been purchased from US Steel and that upon the purchase, covenants were put in place for re-purchase should US Steel ever decide to do so as well as how the property could be used. He found the increase in value highly excessive considering there was no true road access (4 wheeler trail), no utilities, and no improvements for at least 10 years.

St Louis County (SLC) assessor discussed that there were not many comparables available for this property, noted that it had considerable waterfrontage of 2095 feet.

Motion by Chairman Tuchel to keep property valuations as set, no change
2nd by Supervisor Peitso
Motion passed 3-0

Scott Conklin: in attendance to discuss. Scott argued that the property details were incorrect – 2 bedrooms instead of 4, no foundation, 1 bathroom instead of 2. He also argued that the land value seemed high, went up by \$150k.

SLC assessors adjusted the bedrooms, foundation, and bathroom in their system and noted that the valuation of the property would come down by \$39,800 for those adjustments. Also noted that most of the land value came from 1095 waterfront feet. Referenced sales book property #270-0024-00060 as much more similar in structure comparison.

Motion by Chairman Tuchel to lower the valuation by \$69,200
2nd by Supervisor Peitso
Motion passed 3-0

Amy Berglund: in attendance to discuss. Discussed two properties that she owned by purchase from state auction that had seen significant increases. She cited also cited that one of her properties had been for sale, listed at \$50k, and had been on the market for 2 years.

SLC assessors explained that state auction sales were not part of sales history as they were considered non-typical; although the state sold them for that dollar amount, the auction price does not convey the value. Chairman Tuchel commented that he understood that the increase in value of \$28,300 for 270-0110-02110 didn't make sense given the lack of sale of the property for over two years

Motion by Chairman Tuchel to keep property #270-0110-02810 (located at 15 5th Avenue) the same and decrease the value of #270-0110-02110 (located at 24 2nd Avenue) by \$28,300
2nd by Supervisor Tekautz
Motion passed 3-0

Jeff Redetzke: in attendance to discuss. Discussed that the home had been built in 1890 and much of it had not been improved. He noted that no improvements had been made for at least 10 years.

SLC assessor reviewed attributes of the home, and found that a correction for a full finished basement to a ½ unfinished basement should be made and removal of fireplace as an amenity. Such an adjustment would warrant a \$4700 decrease. Suggested a walk-through by St Louis County Assessors to determine relative condition of the home.

Motion by Chairman Tuchel to reduce the valuation on property #270-0110-00330 by \$4700
2nd by Supervisor Peitso
Motion passed 3-0

Scott Cvetan: appeal by written statement, attached. Supervisor Tuchel noted that the taxes on the home were higher partially because it was a non-homestead property; without a walk-through, it was not possible to adjust the valuation. St Louis County Assessors noted they were not able to make a walk-through without somebody present; it was noted that Mr. Cvetan's son lived in Soudan and might be able to provide access.

Motion by Chairman Tuchel to keep the value of the property as currently listed.
2nd by Supervisor Peitso
Motion passed 3-0

Gregory Solberg: appeal by written statement, attached. Assessor noted that the increase was not due to the containers being present but that all property values had increased significantly; in fact, Mr. Solberg's property had increased 1% less than surrounding properties due to tiering and the type of land present on the properties

Motion by Chairman Tuchel to keep the value of the property as currently listed.
2nd by Supervisor Peitso
Motion passed 3-0

Lake Vermilion Resort Association: appeal by written statement, attached. St Louis County Assessors noted that the island (known as Potato Island) is listed as unbuildable and is currently at the lowest taxable market value for the square footage. History of the island was taken into account; Supervisors questioned if it was useless to the organization, why would they keep it, assuming there was some sort of value to it for the group.

Motion by Supervisor Peitso to keep the value of the property as currently listed.
2nd by Supervisor Tekautz
Motion passed 3-0

Todd & Jill Lynch: appeal by written statement, attached. Valuation deemed accurate by LBAE, especially in reference to the amount of shoreline.

Motion by Supervisor Tekautz to keep the value of the property as currently listed.
2nd by Supervisor Peitso
Motion passed 3-0

Charles Kulhawick: appeal by direct contact with St Louis County Assessor: inspection shows ¾ bath, structural issues, poorer condition than originally assessed. With adjustments, valuation would be lowered by \$21,700.

Motion by Chairman Tuchel to decrease the value of the property by \$21,700 due to the deteriorated condition of the building.

2nd by Supervisor Peitso

Motion passed 3-0

Next Meeting: Tuesday, April 21, 2026, 6 PM at the Timothy Tomsich Community Center.

Motion by Chairman Tuchel to adjourn the meeting at 3:31 PM

2nd by Chairman Tekautz

Motion passed 3-0

Respectfully Submitted,

Amber Zak
Clerk, Breitung Township

Breitung Township
Regular Board Meeting 04-21-2026, 6:00 PM
In Person Meeting at the Timothy Tomsich Community Center
33 First Avenue, Soudan MN 55782

Present In Person:

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

Public: Police Chief Daniel Reing, Maintenance Supervisor Tom Gorsma, Stephanie Ukkola (Timberjay Newspaper), Mike Korpi, Randy Pratt, Julie Kranz, John Jamnick (JPJ), Margaret Stauty, Don Stauty, Pam Stauty, Jed Stauty, Delilah Stauty, Gideon Tomberline, Darren Letchworth, Pam Roper, William C Roper, Tiffany Sailstad, Joe Stauty, Cy Stauty, Thea White (Don Stauty – Thea White all in attendance for the swearing in of Officer Margaret Stauty).

Call to Order at 6:00 PM by Chairman Tuchel

Pledge of Allegiance

Acceptance of Agenda

Motion by Supervisor Tekautz to accept the agenda as presented

2nd by Supervisor Peitso

Motion Passed 3-0

Approval of Minutes

Motion by Supervisor Peitso to approve the minutes of the 02-17-2026 Board of Audit Meeting, 03-17-2026 Regular Board Meeting and the 03-17-2026 Reorganizational Meeting as presented

2nd by Supervisor Tekautz

Motion passed 3-0

Approval of Treasurer's Report

Chairman Tuchel indicated that he would be interested in seeing the township eventually transition to direct deposit

Motion by Supervisor Tekautz to accept the March 2026 Treasurers Report as presented

2nd by Supervisor Peitso

Motion passed 3-0

Correspondence

- St. Louis County: Hazard Mitigation Planning Meeting
- Lake Country Power: Annual Meeting
- Tower-Soudan Historical Society: Thank You
- St Louis County Association of Townships: Agenda, Minutes & Notice
- State of MN: Department of Administration
 - Chairman Tuchel commented on this last piece of correspondence noting that a specific site within the Soudan Underground Mine Lake Vermilion State Park was being designated as a historic site; he was not informed where the site was, but understood that it contained rock that found to be used by Native Americans to make arrowheads

Correspondence so noted.

Reports

- Police – Attached, Chief Reing touched on spending significant time searching for leads for a missing person, that the squad car had arrived and had been taken to MacQueen for equipment installation, and reminded the public that pets need to be registered.
- Fire – Attached.
- Road and Bridge – Attached, Maint. Sup. Tom Gorsma mentioned that water temperatures were trending upwards, this year there had only been one frozen lateral. He also noted that the Spring Street culverts had heaved over the winter.
- Water – Attached.
- Wastewater Board – No report.
- Ambulance – Supervisor Peitso commented on the potential special tax district plan for the ambulance commission, noting that two other services have similar structures. The commission would be reaching out to these services for set up information and they would be posing the questions from the townships to their attorney. Chairman Tuchel noted that the State does have money to fund any deficit for ambulance commissions through the end of this year. Discussed the option of Ely ambulance covering this area, option of having continued sprint medic services. Noted that the other ambulance had been sold.
- Recreation – Maint. Sup. Gorsma noted that his crew had done a substantial amount of painting materials in preparation for installation; requested a rec meeting sooner than later. Supervisor Tekautz noted that the Joint Powers Rec Board will meet with the trails committee in July (7/14, 8:30 AM, Tower Civic Center). Notified board that a check had been written to BEST Baseball with the increased donation amount from Breitung Township.
- Lake Vermilion Lodging Tax Joint Powers Board – No meeting, rescheduled for May 4.

Public Input

Mike Korpi: Requested the brick pond be brushed out, noting historic significance. Chairman Tuchel said the township would need to look into who physically owns the property but that it would be a possibility.

Stephanie Ukkola: Notified the board that the Girl Scouts would be doing a beach clean up day at McKinley Park Campground in the near future

Randy Pratt & Julie Kranz: Introduced themselves as the new hosts of McKinley Park Campground, noted they appreciated the help from the township. Current progress: taking stock of sites for size/amenities.

Old Business:

Current Infrastructure Projects

- McKinley Loop Trail – Heard that the FAA had kicked back the plan with additional items required, still looking at a fall bid time. In the process of obtaining 6 Temporary Construction Easements. Center of trail is staked, will stake construction limits very soon.
Motion by Supervisor Tekautz to approve and pay the wetland credit fee and sign the related documents for sale of the wetland credits
2nd by Supervisor Peitso
Motion passed 3-0
- Thompson Farm Road Project – John Jamnick stated that he would set up a Pre-construction meeting with Mesabi Bituminous, noted that road restrictions were still in place. Chairman Tuchel noted that Mesabi Bituminous had agreed to get the ATV trail in ASAP for use this spring, and then do the full road in August
- Stuntz Bay Access Road – Nothing new to report

Flood/FEMA process – Nothing new.

Broadband Project – Nothing new.

Joint Comprehensive Plan

Motion by Chairman Tuchel to approve & sign Resolution 2026-11 Resolution Authorizing Breitung Township to Make Application to and Accept Funds From IRRR Simplified Grant – Development Partnerships

2nd by Supervisor Peitso

Motion passed 3-0

Police Badge Update – Chief Reing noted that the cost was under \$500 so he had ordered the patches

Fire Department Equipment Purchase – Chairman Tuchel notified the board that the Polaris Ranger Side x Side with Emergency Equipment/Skid Unit had been ordered, was expected to arrive in either September or October. Payment for the vehicle would come from the Equipment Replacement Fund and the sale of tender #2. Maint. Sup. Gorsma questioned whether all quotes had been received and considered; Supervisor Tekautz explained that a 2nd quote from Lossings had been received and would be sending in written quote. The Polaris quote was better because it was a package deal with warranty; the unit would not need to be sent out for installation of emergency components.

New Business:

Pay Bills as Presented

Motion by Supervisor Peitso to Pay Bills as Presented.

2nd by Supervisor Tekautz

Motion Passed 3-0

Resignation of Deputy Clerk

Motion by Supervisor Tekautz to accept the resignation of Deputy Clerk Dianna Sundahl with regret and directed clerk to send a letter of thanks for her work for Breitung Township

2nd by Supervisor Peitso

Motion passed 3-0

Swearing in of New Officer: Margaret Stauty

Chief Daniel Reing performed the swearing in of new peace officer Margaret Stauty. The Oath of Office was signed and notarized, many congratulations were given.

Blight

Supervisor Tekautz notified the board that the City of Cook was in the process of updating their Blight Ordinances; he noted that he'd like to see an update to Breitung's as well once theirs were in place. Suggested that the clerk could work with neighboring cities/towns to develop our blight ordinance to be more effective. Noted that last year, blight was not enforced as much as usual. Supervisor Tekautz agreed to work with Chief Reing to identify blighted properties and notify owners.

Radar Unit & CAD

The board had a lengthy discussion with Chief Reing concerning equipment. Noted that the dash camera would be \$9k subscription over the course of 4 years.

Motion by Supervisor Peitso to approve quotes from Trafera for the CAD, Motorola Solutions for the dash cam, Stalker for the radar, and MacQueen less the inclusion of radar on MacQueen's quote

2nd by Supervisor Tekautz

Motion passed 3-0

Resolution 2026-10

Motion by Supervisor Peitso to approve and sign Resolution 2026-10 Resolution Accepting Donations

2nd by Supervisor Tekautz

Motion passed 3-0

Propane

Clerk Zak presented a new letter calling for propane quotes as bids were unnecessary due to the total dollar amount having been under \$25k for the 3 previous years. Supervisors were in agreement of the wording of the call for quotes

Motion by Supervisor Tekautz to advertise for propane quotes

2nd by Chairman Tuchel

Motion passed 3-0

Local Weed Inspector: Job Description & Information

Stephanie Ukkola presented a job description and suggested motion from Reorganizational Meeting be changed so that all Supervisors were considered Local Weed Inspectors (LWI); it was noted that all three were already considered LWI in state statute, the designation of Chairman Tuchel was more just that he would be the point-person/liason for weed inspector duties. Lengthy discussion was had regarding the LWI role and responsibilities

Motion by Chairman Tuchel to approve the LWI job description with adjustments to timing, notification method, inspection of weeds on private property and keeping of records

2nd by Supervisor Peitso

Motion passed 3-0

Storage Building: Re-roofing quotes

Maint. Sup. Gorsma presented 3 quotes for the re-roofing of the storage shed, all with similar grades of metal roofing. Chairman Tuchel noted that the steel could be offered as a donation to the State Park potentially

Motion by Chairman Tuchel to accept the quote of Midway Builders of \$19,150, it being the lowest of the 3 received quotes

2nd by Supervisor Tekautz

Motion passed 3-0

Funds Transfer

Treasurer Dolinar noted that \$60k of General Funds had been used for the recently purchased fire truck; suggested transfer of \$60k from Equipment Fund to Projects to cover deficit, noted that general still has \$170k available. \$60k from Projects to eventually be moved back to General Funds

Motion by Supervisor Peitso to approve the funds transfer

2nd by Supervisor Tekautz

Motion passed 3-0

Community Picnic Date

The Breitung Community Picnic date was set for Sunday, July 5, 2026 from 12 PM – 3 PM

Babbitt Police Department Proposal

Chairman Tuchel spoke on a meeting he'd had with Chief Daniel Reing, Public Safety Commission, Babbitt's police chief. The Babbitt police force was suggesting a merger between Breitung and Babbitt to jointly administer and provide police services to the communities. Chairman Tuchel noted that the budgets (\$250k vs \$850k) and coverage hours (40 vs 168) were radically different; he further discussed that it was hard to see how it would work well with such a distance between the two communities. Stated that doing a joint force just didn't make sense but encouraged the Chiefs to continue to come up with ways to save money such as joint trainings and collaboration

City of Tower: Airport Zoning

With new airport regulations and needs coming in to play, the City of Tower had reached out to Breitung Township to legally notify the board that they were able to participate in a Joint Airport Zoning Board. Supervisors Tekautz and Peitso were both interested in taking part. Board directed clerk to notify the City of Tower of interest and to work up a resolution to be passed at the next board meeting.

Next Board Meetings

Regular Board Meeting: Tuesday, May 19, 2026, at 6:00 PM

Adjourn

Motion by Chairman Tuchel to adjourn the meeting at 7:59 PM

2nd by Supervisor Peitso

Motion passed 3-0

Respectfully Submitted

Amber Zak
Clerk, Breitung Township

Township of Breitung

April 30, 2026

Liabilities

Frandsen Bank and Trust

ReHab Loan \$225,516.18

Total Liabilities

Assets

Bank Accounts

Frandsen - Now Checking #000086	\$246,821.01
Frandsen - MMD #86	\$68,173.68
McKinley Park - Camp Ground	\$4,946.08
4M Account	\$194,087.17
Frandsen High Yield Money Market	\$89,425.04
Frandsen MMD # 110183438	\$52,393.14
Outstanding Deposit Reserve	\$3,000.00
Cert # 1300319690	\$0.00

Total Cash \$658,846.12

Funds

Operating Funds

Reserve Funds

100 General	\$12,332.50	\$168,220.07
201 Road & Bridge	\$61,156.60	\$0.00
225 Fire	\$11,104.49	\$0.00
620 Park	\$44,810.14	\$4,946.08
227 Recreation	\$33,833.15	
226 Police	\$42,983.81	\$0.00
230 Projects	\$35,523.32	
231 Town Hall Payment Reserve		\$20,000.00
250 Equipment Reserve		\$97,419.69
251 Police Equipment Reserve	\$5,077.00	\$0.00
252 Firemen's Pension Reseve		\$26,092.00
253 Buildings and Grounds		\$50,000.00
254 Sick Days Reserve		\$24,162.78
255 Projects Reserve		\$0.00
256 Gravel Reserve		\$11,390.49
258 Police Vacation Reserve		\$9,794.00
Total Funds	\$246,821.01	\$412,025.11

Total Funds

\$658,846.12

Voided Checks None

Disbursements	\$151,985.34	
Transfers	\$101,022.02	
7-Apr 60091-60127		\$253,007.36
21-Apr 60128-60165		
Receipts	\$5,572.27	
Transfers	\$187,641.29	
		\$193,213.56



NOTICE OF ANNUAL MEETING

**June 3, 2026, 11:00 a.m.
VIRTUAL MEETING
Registration Required**

May 4, 2026

Dear Members,

Our Cooperative is buzzing with excitement as we prepare for our 74th Annual Meeting!

We will be holding a VIRTUAL meeting on Wednesday, June 3 at 11:00 a.m. During this online meeting, we will review the election results, share highlights from 2025, and give away a few prizes!

Because we must have a quorum for the meeting, we are asking members to RSVP by visiting: www.goctc.com/annualmeeting or calling us at 218-454-1234. The deadline to RSVP is Monday, June 1 at 12:00 p.m.

On Tuesday, June 2, all members who RSVPed will receive an email that includes instructions on how to join the meeting. This email will also include the President's Report, CEO's presentation, 2025 Financial Reports, and the Annual Report. Any member that RSVPs and attends the meeting will receive a \$25 bill credit!

Enclosed, you will find the 2026 Ballot. Ballots must be received by June 1, 2026. Any member who submits a ballot will be entered into a drawing to receive fun prizes. (Prizes will be announced during the meeting. You need not be present to win.)

We look forward to your participation at the 74th Annual Meeting!

Sincerely,

A handwritten signature in black ink that reads "Heather Hoskins".

Heather Hoskins
Board Secretary

A handwritten signature in black ink that reads "Kristi Westbrook".

Kristi Westbrook
CEO/General Manager

**Please see the reverse side of the page for bylaw details.*

Bylaw Amendments

Section 10 of Article II

- (a) This Section shall be construed and applied to facilitate remote communications consistent with reasonable practices concerning remote communication and with the continued expansion of those practices.
- (b) The Board of Directors is authorized to hold annual or special meetings of the members solely by means of remote communication through which the members may participate in the meeting. Furthermore, the Board of Directors is authorized to determine that a member not physically present in person at an annual or special meeting of members may, by means of remote communication, participate in a meeting of members. Such participation by a member by means of remote communications constitutes presence at the meeting in person if all other requirements set forth in this Section are met.
- (c) In any meeting of the members held solely by means of remote communication or in any meeting of the members held at a designated place in which one or more members, participate by means of remote communication, the Cooperative must implement reasonable measures to verify that each person deemed present and entitled to vote at the meeting by means of remote communication is a member; and the Cooperative must implement reasonable measures to provide each member participating by means of remote communication with a reasonable opportunity to participate in the meeting, including an opportunity to: (i) read or hear the proceedings of the meeting substantially concurrently with those proceedings; (ii) if allowed by the procedures governing the meeting, have the member's remarks heard or read by other participants in the meeting substantially concurrently with the making of those remarks; and (iii) if otherwise entitled, vote on matters submitted to the members. The Board of Directors may adopt such guidelines and procedures applicable to participation in member meetings by means of remote communications as it deems appropriate.
- (d) Any ballot, vote, authorization, or consent submitted by electronic communication submitted by a member may be revoked by the member who submitted the same so long as such revocation is received by the President or the Secretary of the Cooperative at or before the meeting.
- (e) Participation in a meeting by remote communication described in clause (b) or (c) of this Section is a waiver of notice of that meeting, except where the member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because such item may not properly be considered at the meeting and does not participate in consideration of the item at the meeting.

Section 3 of Article III

- Nominations by Committee. It shall be the duty of the Board of Directors to appoint, not less than one hundred twenty-five (125) days nor more than one hundred fifty (150) days before the date of meeting of the members at which directors are to be elected, a committee on nominations consisting of not less than five (5) nor more than eleven (11) members, who shall be selected so as to include at least one (1) member from each director district. No member of the Board of Directors may serve on such committee. After all such appointments are made by the Board and such committee has been established, the committee shall meet not less than eighty (80) days nor more than one hundred (100) days prior to the meeting of members at which directors are to be elected, at which committee meeting the committee shall select candidates for the Board positions to be filled at such next meeting of the members. The committee shall prepare and post at the principal office of the Cooperative, within five (5) days after such committee has selected their nominees, or as soon as administratively possible, whichever is less, but in all events not less than seventy-five (75) days prior to the meeting of the members, a list of nominations for district directors and general directors to fill each vacancy, naming for each such district having a vacancy, one or more members having their residences in such district, and naming one (1) or more members as candidates for the office of general director without regard to such nominee's residence. **For good cause determined by the Board of Directors, the Board of Directors may refuse a member, who was appointed by the committee on nominations for candidacy for a position on the Board of Directors.**

Section 5 of Article IV

- Meetings by Means of Remote Communication. Unless specifically prohibited by law, regular or special meetings may be **attended remotely** ~~conducted~~ through the use of conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. **However, Board members may only attend regular meetings of the Board of Directors by such remote electronic attendance three (3) times per rolling calendar year, and no more than two (2) consecutive meetings can be joined remotely. A Board member must notify the Chairperson three (3) days in advance of his or her intention to attend a meeting of the Board of Directors remotely. Such participation will constitute attendance and presence in person at the meeting of the person(s) so participating.**



Member Number:
10010544

Election Passcode:
9WM3NYMV

118851
BREITUNG TOWNSHIP
PO BOX 56
SOUDAN MN 55782-0056



PLEASE DETACH BEFORE RETURNING BALLOT

Voting Instructions

Voting Online

- To access the login page of the official 2026 Consolidated Telephone Company Election, please type directvote.net/CTCMN into the address bar located at the top of your internet screen.
- Above and to the left is your **Member Number** and your **Election Passcode**. Use both numbers to login.
- Once registered, follow the online voting instructions.
- Online voting begins May 4, 2026, and ends 11:59 PM ET on June 1, 2026.
- **Do not mail your ballot if you plan to vote online.**

Voting by Mail

- Mark your selection on the ballot by completely filling in the box next to your choice of vote "for" or "against" the bylaw additions/amendments.
- **Do not mail to Consolidated Telephone Company.**
- Detach the ballot and place into the enclosed return envelope. Mail to Survey & Ballot Systems, PO Box 46430, Eden Prairie, MN 55344. Envelopes must be received by June 1, 2026. Please allow sufficient time for delivery.

All voting members will be entered into a prize drawing.

- Election results will be shared virtually (online) on Wednesday, June 3rd at 11:00 a.m. To register for the online meeting, visit: www.goctc.com/annualmeeting

If you have any problems voting online, please email support@directvote.net.

Consolidated Telephone Company 2026 Board of Directors Election

118851

Please refer to the details of the bylaw insert included in the election packet.
The red text on the bylaw document indicates the new language that will be added to the bylaws.

Please fill in the box next to your choice.

MARKING INSTRUCTIONS
EXAMPLE ■

By-Law Changes

CTC is recommending the following bylaw additions/amendments:
Section 10 of Article II, Section 3 of Article III, Section 5 of Article IV

Vote for one (1)

☐ Yes

☐ No

118851

Thanks to you all at
the Township for the
Kind words + the gift
card!

We were honored to
have run the campground,
it's such a special place ♡
we tried our best to provide
a clean + safe place for our
campers and also the residents
of Breitung!

Jerry + Susie



BREITUNG POLICE DEPARTMENT

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

PHONE: (218) 753-6660

FAX: (218) 753-2407

41 1ST AVE • P.O. BOX 6

SOUDAN MN 55782

DANIEL REING

CHIEF OF POLICE

April 2026 Monthly Police Report

Calls for Service (ICRs) 65

It is already April. Well, 2026 is going fast. We had an average month of call volume.

Our annual joint training completed with the Babbitt Police Department.

Officer Margaret Stauty started work for us as well. She will be starting the field training process and learning the job as she works.

Our new squad was built and is now being outfitted for service. We are hoping it will be completed sometime in June.

Another G.R.E.A.T class was completed in Tower Elementary.

The investigation continued for Derek Lerfald. We are asking the public for any information to please contact 911 or our office.

We are also preparing for the Mock Crash that will be completed on May 8th.

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

April 2025 Fire Dept Report

Our regular monthly fire department meeting was held on 04/08/2026
This month's training consisted of basement fire training with Blue Fire.

For the month of April we responded to the following calls, Electrical Problems and a false alarm at the St. Louis County Garage which was false.

We ordered a new UTV Fire/Rescue vehicle to help with remote wildland fires and medical rescues. Delivery should be this fall. Several grants were applied for to help reduce costs associated with the purchase of the UTV.

Road and Bridge May 2026

Mowing and trimming

Sweeping streets and trails

Grading and repair of gravel roads

Flushed hydrants

Prepared baseball field and hosted two ball games thus far

Lowered docks at McKinley park and Stuntz bay

Continue televising sewer laterals

Numerous seasonal water lines turned on

Still working on lead water line inventory

Snow plows off equipment and cleaned up

Turned water on and preparing McKinley park to open

Tree and brush removal McKinley park

Water line repairs at McKinley park

Replace signs that were hit by vehicles over the winter

Tree and brush removal roadsides

Replacing siding on dugouts (Rec Grant 2026)

BREITUNG WATER & SEWER COMMISSION**RECEIPTS & DISBURSEMENTS****April-26**

Checking Balance Forward	21,274.88
Deposits	23,786.97
Interest	18.03
Balance	<u>45,079.88</u>

Disbursements

Township Payroll Reimb - April 2026	2,673.16
WW Board March 2026 & First Quarter	20,576.80
US Postal - Box Rent	0.00
Minnesota Department of Health	0.00
Breitung Township Reimb Labor & Supplies	916.39
Taylor Westin - Deposit Refund	200.00

Total Disbursements	<u>24,366.35</u>
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Ending Balance	20,713.53
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Checking Account	20,713.53
Savings Account	70,596.53
Interest 43.49	

TOTAL	Apr-26	91,670.06
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Breitung Township

Recreation Board Meeting 5/5/26

Present: Supervisor Erin Peitso, Maintenance Director Tom Gorsma, Greg Dostert, Nate Dostert, Cade Gornick, Trisha Poderzay, Jenny Nevala, Stephanie Ukkola

The rec board discussed that they had applied for a \$30,000 matching IRRR grant and had received \$28,000. Listed below are the components of the project, the previous estimate of the cost and what was discussed for each item.

- Bike trail repair parallel to the ball field (\$22,000). The pavement has been torn up but has not yet been replaced. Tom will speak with Mesabi Bituminous tomorrow to see if they can still complete the project for the estimated price. Tom said the price will likely be higher now due to high oil prices.
- Dugout and crows nest repair (\$6,000). Tom reported the boards have been purchased and painted but the structures need to be torn down and rebuilt still.
- Replacement batting cage (\$4,970). Discussed that the new batting cage will require putting new posts in the ground and new cables. The digging is challenging because there is a sewer line underneath the cage. Tom will complete the project after baseball season.
- Covers for home plate and pitchers mound (\$2,000). Discussed that if the budget is constrained Tom can reuse plastic from the kiddie skating rink for this project.
- Additional agri-lime for infield (\$4,100). Tom stated that he has the lime on order.
- Landscape-soil, fertilizer, seed and mulch (\$2,000). Going ahead as planned.
- Ten trees lost due to invasive beetle (\$4,000). Tom spoke with someone from Ely Feed and Seed and shared with the group the available options for the trees. The group chose a selection of six maple trees and recommend hiring Ely Feed and Seed to do the planting. The group discussed a preference of having some trees along the walking path parallel to the hockey rink, near the playground and at the monument.
- Disc golf course (\$5,900). The group decided that they would not follow through with the disc golf course on the grounds that it would be too burdensome to mow, the path laid out by the engineers is too tight and swampy in some areas, disc golf is falling out of favor and is unsightly. The extra funds can also be used to cover higher costs of other project items such as the bike trail repair.
- Rebuild volleyball sand court and bracing (\$2,030). Discussed that the poles are leaning inward and that the township has received complaints that the sand is too coarse and uncomfortable. The funds will be used to replace sand and reset and cement poles.
- Storage shed, benches and trash cans (\$7,000). Discussed that the storage shed is unnecessary and a small ball holder purchased last year served really well to hold equipment and increase the public's usage of the basketball court. Determined that benches are no longer needed thanks to the generous donations of benches from community members. Will look into purchasing new trash cans that don't have plastic. The current cans at the playground have cracked plastic tops.

The group would like to see a new, bigger skating shack and possibly a pickle ball court in the future. The next meeting was set for Friday, June 12 at 11 a.m.

Meeting minutes prepared and submitted by Stephanie Ukkola

**AGREEMENT FOR PROFESSIONAL SERVICES
ARROWHEAD REGIONAL DEVELOPMENT COMMISSION
AND THE CITY OF TOWER AND THE TOWN OF BREITUNG**

Dated: April 22, 2026

THIS AGREEMENT is by and between the CITY OF TOWER and TOWN OF BREITUNG (the Client), and ARROWHEAD REGIONAL DEVELOPMENT COMMISSION, a political subdivision of the State of Minnesota, hereinafter referred to as "ARDC" in response to the following situation:

- A. Professional planning services will from time to time be needed by the Client.
- B. The Client desires that ARDC provide such services to it.

NOW, THEREFORE, ARDC and Client do mutually agree as follows:

1. Services to be performed.

ARDC will provide the services described in the City of Tower and Town of Breitung Comprehensive Plan Update Project proposal attached as Exhibit A.

2. Personnel.

ARDC will secure, at its own expense, all personnel required to perform the services under this contract, and such personnel shall not be the employees of, nor have a contractual relationship with, the Client.

3. Assignability.

ARDC shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the Client.

4. Contract Period.

This Agreement shall be effective as of the 20th Day of May, 2026, and shall continue to project completion or April 30, 2027, whichever is sooner, unless terminated as provided in paragraph 5 hereof.

5. Termination of Contract.

Either ARDC or the Client may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this contract in whole or in part. In the event of

termination, all property and finished or unfinished documents and other writings prepared by ARDC under this contract shall be delivered to the Client and ARDC shall be entitled to compensation for time expended to the date of termination and expenses incurred.

6. Independent Contractor.

The relationship between the ARDC and The Client shall be that of an independent contractor. Nothing herein shall in any way make or create any employer/employee relationship between ARDC and The Client.

7. Special Projects.

ARDC and The Client may, by separate agreement, identify special projects for which the services of the ARDC are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate projects and the fees to be paid to the ARDC in connection with such special projects.

8. Compensation.

ARDC shall be compensated \$24,970.00 payable in four installments of \$6,242.50 with the first installment payable on July 1, 2026, and subsequent payments due on October 1, 2026; February 1, 2027; and May 1, 2027, or at project completion, whichever is sooner.

Payments shall be submitted to:

Arrowhead Regional Development Commission

Attn: ARDC Finance Department

221 West First Street, Duluth, MN 55802

9. Notices.

Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of ARDC, or to the last known office address of the Client, or to ARDC at 221 West First Street, Duluth, Minnesota 55802.

10. Miscellaneous.

This Contract contains all negotiations and agreements between ARDC and The Client related to the subject matter of this contract. No other

understanding related to the subject matter of this contract, whether written or oral, may be used to bind either party.

ARDC shall have no authority to enter into any contracts binding upon the Client or to create any obligations on the part of the Client. The Client shall have no authority to enter into any contracts binding upon ARDC or to create any obligations on the part of ARDC. All parties to this contract are subject to the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, including Section 13.05, Subd. 11.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the ARDC and the CITY OF TOWER and the TOWN OF BREITUNG have executed this contract as of the date first above written.

**ARROWHEAD REGIONAL DEVELOPMENT
COMMISSION**

CITY OF TOWER

By **Beth Ann
Teskey**  Digitally signed by Beth Ann Teskey
DN: C=US, OU=ARDC Planning, O=ARDC,
CN=Beth Ann Teskey,
E=bateskey@ardc.org
Reason: I am approving this document
Location: Duluth, MN
Date: 2026-04-22 11:12:32
Foxit PhantomPDF Version: 9.0.1

Its ARDC Planning Division Director

Date: 04/22/2026

By _____

Its _____

Date: _____

And

By  _____

Its Executive Director

Date:

REVISED Kristi Kane , 12:03:11, 04/22/2026	APPROVED Kristi Kane , 12:03:16, 04/22/2026
---	--

TOWN OF BREITUNG

By _____

Its _____

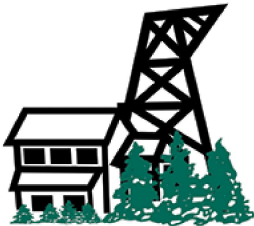
Date: _____

City of Tower and Town of Breitung
Tower – Breitung Comprehensive Plan
Project Proposal

2/5/2026



CITY OF TOWER



Breitung Township

Submitted by:

ARDC Planning
Arrowhead Regional Development Commission
221 West 1st Street
Duluth, MN 55802

Contact:

Josh Bergstad
Principal Planner
P: 218-529-7516
E: jbergstad@ardc.org

Introduction

ARDC Planning, a division of the Arrowhead Regional Development Commission, is pleased to submit this proposal to provide comprehensive planning services for the City of Tower and Breitung Township.

We understand that the communities are seeking experienced professional planners to guide the development of a Comprehensive Plan that will serve as a roadmap for community decision-making over the next 10 to 20 years. ARDC Planning brings a skilled team with the expertise to help the communities articulate a shared vision for the future, evaluate the impacts of different choices, and identify practical solutions to achieve that vision.

To meet this goal, ARDC Planning proposes a seven-step planning process designed to engage the community, align with best practices, and deliver a clear, actionable plan within 34-to-40-week (8 – 10 months) timeframe.

Scope of Work

Step 1: Develop A Community Engagement Plan

ARDC Planning will work with the City and Township to identify community engagement goals and identify stakeholders affected by the Comprehensive Plan. Stakeholders may include people, agencies, businesses, and organizations from the two communities. ARDC Planning will try to identify groups not usually involved or underrepresented in local decision-making.

The City and Town will decide if they wish to establish a simple plan brand.

The communities may choose to manage a project webpage or social media of their own.

Tasks: Meet with the City and Town to complete a community engagement worksheet.

Products: community engagement plan, brand plan (optional)

Timeline: 2 weeks

Step 2: Summarize Existing Conditions

The next step in the planning process is to collect and analyze information about the existing and emerging conditions of the community. This step will establish a shared base from which to proceed. This will include an assessment of the 2015 Comprehensive Plan and other relevant area plans.

Tasks: gather and present relevant community data, review existing plans, interview key stakeholders, community site tour

Products: Summary of existing and emerging conditions report and maps

Timeline: 4 weeks

Step 3: Engage the Community

The third step is to engage the public to learn from the community and involve them in decision-making to create a community-supported plan. Public input is vital to helping the communities set goals and develop policies.

ARDC Planning will develop a SurveyMonkey survey with City and Town input. It may be useful to reuse or adapt the 2015 survey. Paper copies will be made available upon request to those who cannot access the online survey or prefer to complete a paper copy. Surveying the public before holding a community workshop may increase awareness and interest in the planning process. Survey results and the summary of existing conditions will be shared or incorporated into the community workshop.

ARDC Planning will facilitate a community workshop with exercises designed to address the planning elements identified in the proposal. ARDC Planning will create an interactive input map that will allow those unable to attend or who wish to participate further to add ideas to an online map.

Tasks: conduct a community survey, community workshop, create an interactive input map

Products: survey results, interactive input map, community workshop report, data on the extent of community engagement

Timeline: 8 to 10 weeks

Step 4: Set Goals and Policies

This step will use the data gathered in steps one through three to develop goals and policies, resulting in a vision for how the communities will make decisions in the future.

ARDC Planning will synthesize the data and public input into common themes organized around the planning elements. ARDC Planning will review the results with the City and Town and lead a conversation to add context to the synthesis. ARDC Planning will work with the City and Town to start drafting high-level goals and policies for the planning elements responsive to the gathered data and public input. ARDC will conduct additional analysis if necessary. Draft goals and policies will be shared with key stakeholders.

Tasks: synthesize data and input, Planning Committee meetings to discuss synthesis and set goals and policies

Products: draft goals and policies for review by stakeholders and community

Timeline: 4 to 6 weeks

Public Open Houses: ARDC Planning will facilitate one to two open houses to provide information on the vision, goals, and policies to the community. The open houses will start with a short presentation, and then community members will be invited to view project boards and ask questions. The open houses can be paired with regular City and Town meetings if desired.

Step 5: Select Implementation Strategies

ARDC Planning will help the City and Town identify potential plan implementation strategies and select the best-suited solutions to the community's vision in line with its resources. ARDC Planning will draw on best practices for small communities and consult with the City and Town regarding local resources and policies to develop potential strategies. ARDC Planning will facilitate the selection of strategies by the City and Town. ARDC Planning will prepare an implementation matrix that identifies activities, the goals each activity addresses, desired outcomes, progress metrics, time frame, and responsible parties.

Tasks: identify potential strategies, select strategies, prepare implementation matrix

Products: implementation matrix

Timeline: 4 to 6 weeks

Step 6: Future Land Use Map

Concurrently with Step 5, ARDC Planning will work with the City and Town to conduct a change analysis to convert the Plan's relevant goals and policies into a future land use map that will guide zoning and development decisions. Once completed, ARDC Planning will provide a general description of zoning changes to implement future land use.

Tasks: change analysis, draft and redraft Future Land Use Map, zoning review

Products: Future Land Use Map, zoning summary

Timeline: 4 to 6 weeks

Step 7: Draft and Present Plan for Adoption

The final step is to adopt the Comprehensive Plan. ARDC Planning will prepare a draft document and circulate it among the planning team, community staff, and key partners for review. ARDC Planning will revise the draft document if needed.

ARDC Planning will present the Comprehensive Plan at public hearings and other meetings through the adoption process.

Tasks: draft and revise plan document, present at a public hearing, present at a Council and/or Board meeting

Products: final Comprehensive Plan

Timeline: 4 to 6 weeks

The Substance of the Plan

The process described will guide the tasks of creating a Comprehensive Plan. The following list outlines the content that is expected to make up that plan.

1. Natural Resources and Hazards

- a. Protection of natural attractions, agricultural resources, mineral resources, and water and air quality
 - b. Mitigation of natural hazards such as flooding, high winds, wildfires, and unstable lands
 - c. Conservation
 - d. Recreation
 - e. Mineral and timber resources
- 2. Community Resources and Assets
 - a. Architectural, scenic, cultural, historical, and archaeological resources
 - b. Community facilities, including recreation facilities and open spaces
 - c. Community health and health care
- 3. Community Development and Housing
 - a. Community access to resources
 - b. Existing land-use patterns
 - c. Range of available housing types and affordability of every kind across resident income levels.
- 4. Economic Development
 - a. Economic trends and outlook
 - b. Employment opportunities
 - c. Key economic sectors
 - d. Ongoing economic development projects
 - e. Opportunity sites and other economic assets (educational resources, etc.)
- 5. Public Facilities and Infrastructure
 - a. Transportation facilities, including transit, roads, sidewalks, greenways, and bike facilities
 - b. Infrastructure, including water, sewer, stormwater, and waste disposal
 - c. Telecommunications and broadband internet infrastructure and availability
 - d. Fiscal health and funding strategies
 - e. Facilities and funding for public services, including emergency services and education
- 6. Future Development Patterns
 - a. Location, distribution, and characteristics of future land use, urban form, utilities, and transportation networks
 - b. Mitigation of land-use conflicts

Deliverables

- Community engagement plan

- Existing conditions and emerging trends report
- Survey and survey analysis
- Community workshop report
- Comprehensive Plan document inclusive of vision, goals, policies, and implementation matrix
- Future Land Use Map
- GIS files

Client Responsibilities

- Finding meeting locations, dates, and times, and development of agendas
- Promoting survey and public meetings
- Providing ARDC with all pertinent past plans and community development information
- Reviewing documents in a prompt fashion
- Providing ARDC with any data, GIS files, or other information that exists that can assist ARDC with plan development
- Paying for public meeting notices

Timeline

ARDC Planning proposes a planning process designed to be completed within 34-40 weeks, consistent with the steps and timelines outlined in this proposal. Work can begin as soon as a contract is awarded.

Staff Communication:

ARDC Planning will coordinate with staff throughout the planning process. Communication will typically occur before public meetings and at key points in the process to ensure alignment and readiness. An initial meeting with staff will include discussion of engagement goals and a community tour.

Meetings with City and Town:

ARDC Planning will meet with the City and Town at key milestones, including review of the engagement plan, synthesis of goals and policies, selection of implementation strategies, and presentation of the draft plan. Public open houses and workshops may be paired with regular City and Town meetings where feasible.

Stakeholder Interviews:

As part of Step 2, ARDC Planning will interview key stakeholders to gain perspective on existing conditions and emerging issues affecting the communities.

Community Workshop:

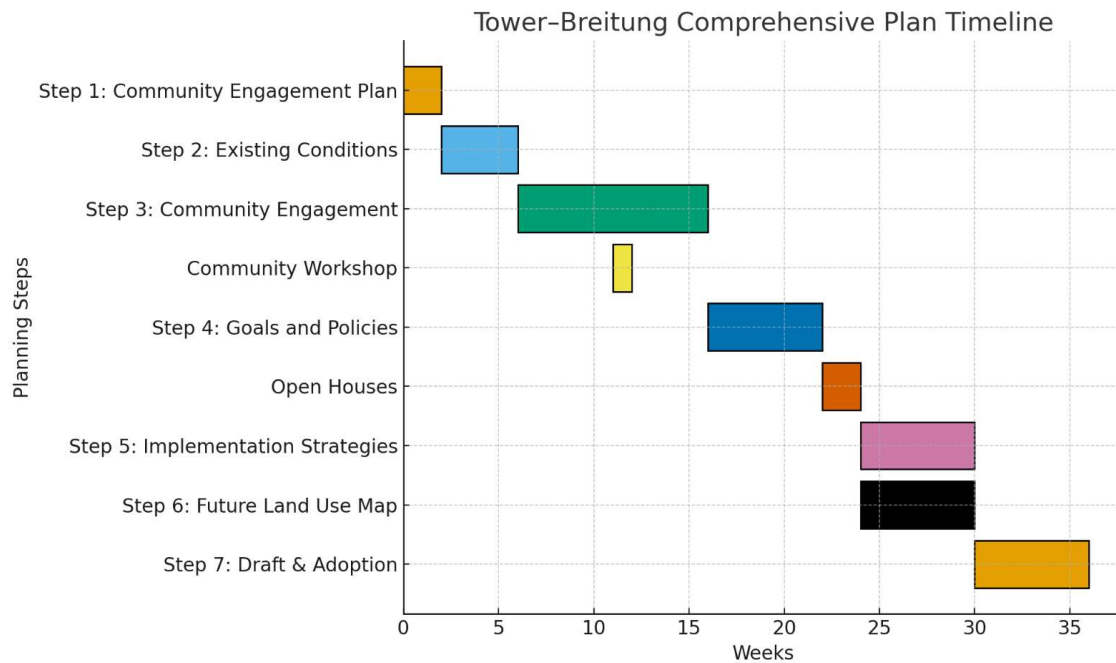
A community workshop will be held during Step 3, following a community survey. The workshop will provide an opportunity for residents to share input on the planning elements and to build support for the plan.

Open Houses:

Public open houses will be facilitated after draft goals, policies, and future land use concepts are developed. Open houses will feature a short presentation and opportunities for residents to review boards and share feedback.

Public Hearing and Presentation for Adoption:

At the conclusion of the process, ARDC Planning will present the draft Comprehensive Plan at a public hearing and at City and/or Town meetings for adoption. Adoption timelines may vary depending on comments received during the public hearing.



Resumes

Josh Bergstad, Principal Planner (ProjectManager)

Josh Bergstad, AICP, is ARDC Planning's Principal Planner. He joined ARDC in 2004. Bergstad specializes in economic development planning and city planning. Bergstad has a B.S. in geography from the University of North Dakota and an M.S. in economic development from the University of Southern Mississippi. Josh will lead all planning efforts and act as the point of contact.

Gavin Bukovich, Planner (Planning Lead)

Gavin Bukovich is a Planner with ARDC's Regional Planning Division. Gavin has been employed with ARDC since January 2022, with a focus primarily on transportation planning. This includes areas such as active transportation and transportation access as a driver to positive public health outcomes. In addition, Gavin performs EDA work by facilitating a public arts commission, and in recent months has added energy and conservation planning to his workload. He attended the University of Minnesota Duluth, where he earned a bachelor's degree in Environmental Sustainability in Urban/Regional Studies with a Minor Degree in English.

Carson Polomis, GIS Specialist

Carson Polomis, GIS Specialist, joined ARDC in 2023. Carson will assist the project by collecting, analyzing, and visualizing spatial data to inform decisions. Carson will create maps and models that illustrate trends in demographics, transportation, environment, and infrastructure, helping planners and stakeholders make data-driven decisions.

Michelle Pierson, Planning Assistant

Michelle Pierson, Planning Assistant, joined ARDC in 2014. Michelle assists planners with meeting organization, file management, document development, and design, research, grant management, and required reporting. She will also have a hand in communications, including updating the project web page.

Beth Ann Teskey, Division Director

Beth Ann Teskey, who became ARDC Planning's Division Director in 2025, brings strategic leadership and operational expertise to the division. She will oversee project operations, ensuring alignment with organizational goals, and provide guidance on technical and administrative matters to support effective project implementation.

Experience

ARDC Planning is northeast Minnesota's designated regional development organization, which works alongside the people of Minnesota's Arrowhead to strengthen our Region.

ARDC Planning's collaborative staff specializes in community development, public engagement, and funding mechanisms at multiple levels to serve the people of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis counties. As a division of the [Arrowhead Regional Development Commission \(ARDC\)](#), our mission is to provide local units of government and citizen groups a means to work cooperatively to identify needs, solve problems, and foster local leadership.

By providing professional planning services, ARDC Planning is experienced in helping small communities, and rural areas maximize their resources. ARDC Planning has helped eight communities complete Comprehensive Plans, and Small Area Plans in the past five years. ARDC Planning and the project team have also provided day-to-day planning services to the Cities of Two Harbors and Hermantown. Specific projects undertaken in those communities include developing and adopting a new zoning code in Two Harbors and review, analysis, and recommendations for the use of Planned Unit Development in Hermantown.

Fees

The total cost for this Comprehensive Plan proposal is \$24,970.

Personnel Costs	Principal Planner		Planner		GIS Specialist		Planning Assistant		Division Director	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Step 1. Community Engagement Plan	4	\$356	4	\$252	0	\$0	0	\$0	1	\$103
Step 2. Summarize Existing Conditions	10	\$890	15	\$945	8	\$440	0	\$0	4	\$412
Step 3. Engage the Community	20	\$1,780	25	\$1,575	8	\$440	10	\$615	6	\$618
Step 4. Set Goals and Priorities	15	\$1,335	20	\$1,260	0	\$0	0	\$0	5	\$515
Open Houses	8	\$712	14	\$882	4	\$220	6	\$369	3	\$309
Step 5. Future Land Use Map	8	\$712	10	\$630	18	\$990	0	\$0	3	\$309
Step 6. Select Implementation Strategies	10	\$890	15	\$945	0	\$0	0	\$0	3	\$309
Step 7. Draft and Adopt	10	\$890	15	\$945	8	\$440	10	\$615	4	\$412
Individual Total Hours and Personnel Costs	85	\$7,565	118	\$7,434	46	\$2,530	26	\$1,599	29	\$2,842
Total Hours and Personnel Costs	275	\$21,970								
Direct Costs										
Mileage	\$1,300									
Lodging	\$200									
Meals	\$250									
Printing	\$200									
Supplies	\$50									
Finance	\$1,000									
Total Direct Costs	\$3,000									
Total Project Cost	\$24,970									

SHOPPING CART



Polaris Ranger® Emergency Response Package

SKU: SYS-POL-011B

Ranger Model: XD 1500

Infrared Option (IR): Without IR

Warning Bar Configuration: Red/Blue Warning

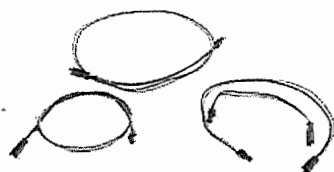
Lamp Harness Extensions: 24" Lamp Extension

Remove

QUANTITY

- 1 +

\$8,885.92



Lamp Harness Extensions

SKU: SA2337-26

Extension Length (in.): 24"

QUANTITY

- 1 +

\$11.99

CUSTOMER NOTES



\$8,897.91

Taxes and shipping calculated at checkout

* NOT INCLUDING INSTALLATION

CHECK OUT

FIRE
AND
RESCUE
TRUCKS

TRUCK
SKIDS

UTV SKIDS

EXPLORE ▾

LEARN ▾

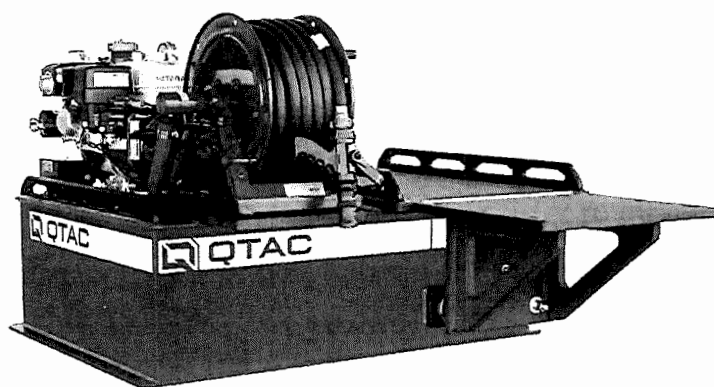
DEALERS

CONTACT

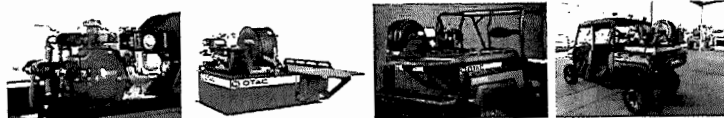
HOME / UTV/ATV SKIDS / FIRE & RESCUE / QTAC 85EMS-C

QTAC 85EMS-C

BASE PRICE \$6,395.00



The QTAC 85EMS-C is a fire-rescue skid that features a unique, 'convertible' rescue litter platform that allows for the tailgate to be closed on most UTVs when not in use.



85EMS-C, KOSHIN SEH-40H, Manual Hannay Reel, 75' Hose, Brass Bulls-eye Nozzle: \$6,395.00

85EMS-C, WATERAX VERSAX 6, Manual Hannay Reel, 75' Hose, Brass Bulls-eye Nozzle: \$8,250.00

\$13,080 (NOT INCLUDING INSTALLATION)



85EMS-C, WATERAX VERSAX 9, Manual Hannay Reel, 75' Hose, Brass Bulls-eye Nozzle: \$11,295.00



Hannay Electric Hose Reel

Upgrade: \$985

** DELIVERY \$800⁰⁰*

OFFER TO PURCHASE

Lossing's Power Sports

30 North Drive
Babbitt, MN, USA, 55706
P: (218) 827-2635
E: sales@lossings.com
Tax ID: 6292693



SOLD TO

Breitung Fire and Rescue (Trevor Banks)
33 1st Avenue, PO Box 337
Soudan, MN, USA, 55782

P: (218) 780-9507
E: fire@breitungtownship.org

ORDER# CO-0015636

March 24, 2026

Sold by: Staff at Lossing

UNIT PURCHASED

NEW - 2026 Can-Am, Defender Max Ltd Cab HD11, 6MTD

OMi

[Color exterior: Tan/Black]

Unit Pricing	Base Unit		\$37,899.00	\$37,899.00
Installed Options	LAB1 - Accessory Install	6 @ \$120.00	\$720.00	\$720.00
Merchandise	715009170 - LUGGAGE RACK KIT UR MAX	1 @ \$1,011.74	\$1,011.74	
	715009171 - GRILLE_PROTECTIVE KIT	1 @ \$492.19	\$492.19	
	715008100 - SIDE MIRROR KIT	1 @ \$234.49	\$234.49	
	715008236 - LIGHT_CARGO BOX KIT	1 @ \$240.74	\$240.74	
	715011539 - LIGHT_AUXILIARY CTRL. KIT UR	1 @ \$385.19	\$385.19	
	715009137 - PLATE_SKID F KIT UR	1 @ \$235.39	\$235.39	
	715009158 - BUMPER REAR KIT UR	1 @ \$372.74	\$372.74	
	715009177 - GUARD_MUD	1 @ \$244.94	\$244.94	
	715009404 - GUARD_SUSPENSION ARM F KIT UR 65	1 @ \$212.99	\$212.99	
	715009405 - GUARD_SUSPENSION ARM REAR KIT UR 65	1 @ \$212.99	\$212.99	
	715010031 - SLIDER_ROCKER PANEL	1 @ \$585.74	\$585.74	
	715009886 - WIRING HARNESS_SWITCH KIT	2 @ \$85.59	\$171.18	\$4,400.32
Products & Fees	Freight SxS - Side by Side Freight		\$1,595.00	
	DISC - Discount Given		(\$614.32)	\$980.68

TOTALS

Units	\$37,899.00
Installed Options	\$720.00
Merchandise	\$4,400.32
Products & Fees	\$980.68
Sub-Total	\$44,000.00
Total	\$44,000.00
Balance Due	\$44,000.00



2026
DEFENDER MAX LIMITED HD11

0006mtd00	\$37,899.00
Vehicle Options	\$0.00
Accessories	\$4,314.73
	\$42,213.73

KEY FEATURES

- Heating, venting and air conditioning (HVAC) climate system
- Smart-Lok technology front differential
- JL Audio Level 3, 4 speakers sound system
- 10.25 in. touchscreen display with rear camera
- 30 in. XPS Trac Force with 15 in. aluminum wheels

VEHICLE OPTIONS

COLOR



Desert Tan & Carbon Black

ENGINE



HD11

GAUGE

ACCESSORIES (25)



Sport Roof
715003038
1x Included with Vehicle



Removable Storage Bin - Passenger
715003314
1x Included with Vehicle



Cargo Rack MAX
715009170
1x Additional Accessory

\$1,011.74



Headache Rack
715009171
1x Additional Accessory

\$492.19



Panoramic Center Mirror
715003638
1x Included with Vehicle



Side Mirrors
715008100
1x Additional Accessory

\$234.49



Flip Glass Windshield
715009225
1x Included with Vehicle



SMART Intermittent Wiper & Washer Kit
715009441
1x Included with Vehicle



Rear Glass Window - Tinted
715009915
1x Included with Vehicle



Can-Am HD 4500 Winch
715006416
1x Included with Vehicle

Rear LED Light
715008236
1x Additional Accessory

\$240.74

Dome Light
715009228
1x Included with Vehicle

SMART LED Hood Light
715011539
1x Additional Accessory

\$385.19

Front Skid Plate
715009137
1x Additional Accessory

\$235.39

Rear Bumper
715009158
1x Additional Accessory

\$372.74

Limited Lone Star Front Bumper
715009164
1x Included with Vehicle

Fender Flares
715009177
1x Additional Accessory

\$244.94

Front A-Arm Protectors
715009404
1x Additional Accessory

\$212.99

Rear A-Arm Protectors
715009405
1x Additional Accessory

\$212.99

X mr / Lone Star Rock Sliders - MAX
715010031
1x Additional Accessory

\$585.74

Can-Am JL Audio System - Level 3
715009197
1x Included with Vehicle

Lights Wiring Harness
715009886
1x Additional Accessory

\$85.59

Roof Power Cable and Cable Cover Kit
715010489
1x Included with Vehicle

Front Deluxe Full Doors - Tinted Glass
715010570
1x Included with Vehicle

Floor Mats MAX
715010588
1x Included with Vehicle

Total MSRP \$42,213.73



BUILD CODE: MKBZSJ

Scan the QR code to see your build on any digital device

This Manufacturer Suggested Retail Price (MSRP) excludes freight, delivery charge, taxes and registration fees. Accessory installation costs might not be included. Depending on your geographic position, certain additional fees might be applicable. Dealers may sell for a different price. Please note the vehicle may not be exactly as shown, and selected models and accessories might not be available at the dealership. For full and accurate vehicle pricing information, please contact your local dealer for a detailed quote and availability.

Representation of the actual vehicle coloration may vary. Representation of the accessory positioning is for reference only. Actual appearance on the vehicle may vary. Please visit your local dealer for more information.

RESOLUTION 2026-14
BREITUNG TOWNSHIP of St. Louis County, MN
**Resolution Appointing Two Members to the Joint Airport Zoning Board of the Tower
Municipal Airport**

WHEREAS, The City of Tower, hereinafter called the Municipality, owns and controls the Tower Municipal Airport (12D); and

WHEREAS, Portions of the airport hazard area adjacent to the airport are located outside the territorial limits of this Municipality but within the territorial limits of this township; and

WHEREAS, This Municipality created a Joint Airport Zoning Board in cooperation with the above County and Township, pursuant to Minnesota Statutes Section 360.063, Subdivision 3, and other applicable laws for the purpose of establishing, administering, and enforcing zoning laws for the areas surrounding the airport and for the protection of the airport and the public; and

WHEREAS, The above statute provides that this township has the right to appoint two persons to said Board;

NOW, THEREFORE, BE IT RESOLVED by the undersigned Township as follows:

That the undersigned Township hereby appoints Stephen Tekautz and Erin Peitso to be its representatives on said Board, said persons to serve for an indefinite term until they resign or are replaced by the undersigned Township.

Adopted this 19th day of May, 2026.

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

For:

Against:

Abstain:

By the Breitung Town Board

Attested to by

Matthew Tuchel, Chairperson

Amber Zak, Clerk

RESOLUTION 2026-12
BREITUNG TOWNSHIP of St. Louis County, MN
**Resolution nominating Margaret Stauty as a member of the
Public Employees Police and Fire Plan**

PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
POLICE OFFICER DECLARATION

WHEREAS, Minnesota Statutes 353.64, Subdivision 2, permits the governing body of a governmental subdivision to declare that a position is that of a police officer and that the person who holds said position on a part-time basis is to be covered by the Police and Fire retirement plan if the following employment duties and qualification requirements are met:

1. The position requires a license by the Minnesota peace officer standards and training board and the employee is so licensed;
2. The primary (over 50%) duty of the position is to enforce the general criminal laws of the state;
3. The position charges the employee with the prevention and detection of crime;
4. The position gives this employee the full power of arrest, and
5. The position is assigned to a designated police or sheriff's department.

THEREFORE, BE IT RESOLVED that the Breitung Township Board hereby declares that the position titled Police Officer currently held by Margaret Stauty, satisfies all of the requirements listed above and declares its desire to provide all future employees holding said part-time law enforcement position with coverage under the Police and Fire plan; AND

BE IT FURTHER RESOLVED that this governmental unit will provide a copy of this resolution to PERA each time it provides Police and Fire membership to a person who is hired to said part-time position and will indicate the name of the employee eligible for such coverage.

STATE OF MINNESOTA
COUNTY OF ST. LOUIS

I, Amber Zak, clerk of Breitung Township, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 19th day of May, 2026; the original of which is on file in this office.

I further certify that ___ members voted in favor of this resolution and that ___ members were present and voting.

Signed: _____
Matthew Tuchel, Chairman

Signed: _____
Amber Zak-Clerk

Date: _____

Date: _____

RESOLUTION 2026-13
BREITUNG TOWNSHIP of St. Louis County, MN
**Resolution Authorizing Contract With Interest Officer
Under Minn. Stat. 471.88, subd. 5**

WHEREAS, Town Board of Breitung Township, St. Louis County, Minnesota is seeking the performance of acquisition or performance of the following services or good:

Work performed Plumber/HVAC Specialist.

WHEREAS, Stephen Tekautz is Township Supervisor of said Township and will be financially interested in the services for the following described reason.

He is directly providing the service as an employee of the Township.

NOW, THEREFORE, BE IT RESOLVED that the Town Board, upon a unanimous vote of the supervisors with the interested officer abstaining, finds that the contract price of **\$125** per hour for Plumber/HVAC Specialist for the 2026-2027 period of officer postings, and which is as low as, or lower than, the price at which the services could be obtained elsewhere at this time, and

BE IT FURTHER RESOLVED that the Town Board, pursuant to Minn. Stat. 365.37; 471.88, subd. 5; and 471.89, does hereby authorize an agreement with **Stephen Tekautz** for a wage of **\$125** per hour for service as Plumber/HVAC Specialist for 2026-2027 year of officer postings or as needed; payment to occur as agreed upon and filing a proper affidavit by the interested officer.

Passed and Adopted by the Breitung Township Board this 19th day of May 2026. Supervisor Stephen Tekautz,
Supervisor Peitso, Chairman Tichel

For:

Against:

Abstain:

BY THE BREITUNG TOWNSHIP BOARD

Breitung Township Chairperson – Matthew Tichel

Attest: _____

Breitung Township Clerk – Amber Zak

RESOLUTION 2026-16
BREITUNG TOWNSHIP of St. Louis County, MN
**Resolution Committing to and Supporting The Vermilion Housing
Corporation Housing Rehabilitation**

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG

A RESOLUTION COMMITTING TO AND SUPPORTING THE VERMILION
HOUSING CORPORATION HOUSING REHABILITATION

WHEREAS, The Vermilion Housing Corporation has requested a one-time payment of \$10,000 for the rehabilitation of affordable housing units located in Tower and Soudan, Minnesota; and

WHEREAS, The Township of Breitung resolved on June 17, 2025 with Resolution 2025-14 to fund and support the affordable housing rehabilitation project with a \$10,000 contribution;

WHEREAS, The Township of Breitung desires to reaffirm their commitment to fund and support the affordable housing rehabilitation project with a \$10,000 contribution;

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

Upon vote taken, the following voted:

For:

Against:

Absent:

WHEREUPON, said Resolution NO. 2026-16 was declared duly passed and adopted this 19th day of May, 2026.

Matthew Tichel – Chairman

Amber Zak - Clerk

May 20, 2026

Sean Duffy
U.S. Secretary of Transportation
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Letter of Support – MN 169 and MN 1 “Y Store” Intersection Safety Project SS4A Application

Dear Secretary Duffy,

We are writing in support of the Bois Forte Band of Chippewa’s (the Band’s) application for \$6,914,336 in Safe Streets and Roads for All (SS4A) Grant Program funds. The Band will use this funding for the construction of safety improvements at two closely spaced intersections with a documented history of severe and fatal crashes near Tower, Minnesota. These intersections include the following:

- Minnesota State Highway 169 (MN 169) and Minnesota State Highway 1 (MN 1)
- Minnesota State Highway 169 (MN 169) and St. Louis County Road 77 (CR 77)

A two-vehicle crash in November 2025 at MN 169 and CR 77 resulted in multiple serious injuries and one fatality. In addition, a crash involving a school bus occurred during the first week of 2026 at this same intersection, further underscoring the significant safety risks present at this location and the urgent need for proactive infrastructure improvements. Potential safety improvements include the reconfiguration of the two intersections into a single roundabout which represents a proven and highly effective safety countermeasure for reducing conflict points, improving traffic operations, and mitigating the frequency and severity of crashes at high-risk intersections. This Project aligns with established safety best practices and supports broader transportation safety goals at the local, regional, and state levels.

Breitung Township offers police services and Fire & Rescue services, both of which have been utilized for multiple incidents in the area. This intersection presents significant safety hazards which our township has responded to many times over the years. With an influx of tourism due to the multiple attractions that have been added recently – Soudan Underground Mine Lake Vermilion State Park, a new OHV DNR campground, Mesabi Trail extensions, to name a few – this area is in dire need of attention for the safety of our visitors and residents.

Breitung Township supports the Band’s leadership in advancing this Project and recognizes the importance of collaborative partnerships in delivering meaningful safety improvements. This Project reflects a coordinated, multi-jurisdictional effort to enhance safety for all roadway users, including residents, commuters, freight traffic, and school transportation. Breitung Township fully supports the Band’s SS4A application and looks forward to continued coordination and collaboration through the Project’s development and implementation.

Sincerely,

Amber Zak

Clerk

Breitung Township

CC: Matthew Tuchel, Chairman
Stephen Tekautz, Supervisor
Erin Peitso, Supervisor

May 7, 2026 6 p.m. - 7 p.m. at Timothy Tomsich Community Center
Breitung Township Committee for
Making a Handicap-Accessible McKinley Park Campground

Present: Supervisor Steve Tekautz, Corky Hill, Stephanie Ukkola and Dot Swanson

The committee...

- * Discussed their desire to make McKinley Park more accessible for handicap residents and visitors.
- * Noted that the only known handicap accessible beaches in the area are Veterans on the Lake Resort near Ely and another public beach near Hibbing.
- * Noted that there is a need for three automatic door openers; for the main entrance, men's and women's restrooms.
- * Identified other persons who are involved in the project or who should be invited include; Nancy Larson, Amanda Koivisto, Maintenance Director Tom Gorsma, Campground Managers Randy Pratt and Julie Kranz, Dena Suihkonen, Laura Williams
- * Noted that grant-writer and community member Nancy Larson has been working on this project with us and has identified an expert and possible grant opportunities.

The committees homework is the following:

- * Visit McKinley Park Beach to identify
 1. If the door frames have a bump or flat surface
 2. If amenities are reasonably accessible and how they could be made so (dump station, fresh water, fish cleaning shack, playground, docks, ramp/porch entrance, sidewalks, bike trail, parking lot, bathrooms, showers, beach)
 3. Speak with campground managers to identify two to three camping sites that could be made accessible
- * Visit other handicap beaches if able
- * Read up on ADA law as able

Minutes typed and submitted by Stephanie Ukkola

--

Stephanie Ukkola
218-410-6001



January 24, 2026

Matt Tuchel
Breitung Township
33 First Avenue
Sudan, MN 55782
chairman@breitungtownship.org

cc:
Nancy Larson
communitycoaching@yahoo.com

Mr. Tuchel:

Julee Quarve-Peterson, Inc. (JQP, Inc.) proposes to provide accessibility consulting services to **Breitung Township** for the purpose of reviewing existing sites and facilities for compliance with the Americans with Disabilities Act. This information will assist the township in planning accessibility improvements and incorporating recommendations into long range planning and other future projects.

Julee Quarve-Peterson of JQP, Inc. has been specializing in accessibility since 1978. JQP, Inc. has extensive experience with City, County and School District self-evaluations, facility surveys, transition planning, staff development, presentations and database development. One of JQP, Inc.'s strengths is the ability to provide practical and effective options for accessibility compliance.

JQP, Inc. can provide Breitung Township with a team focused on accessibility issues and knowledge in the "meshing" of laws, codes and design guidelines for new construction and their application to existing buildings, sites, programs, budgets and the construction process.

Basis for Review

- Americans with Disabilities Act (ADA) Requirements- 1990, 2010
- Americans with Disabilities Act (ADA) 2010 Standards for Accessible Design
- Minnesota Building Code, Chapter 1341 (2020)

Additional documents used for recommendations (best practice):

- Architectural Barriers Act (ABA) Guidelines for Outdoor Developed Areas

Proposed Services

Site Visit

JQP, Inc. will conduct and document site visits for **McKinley Park Campground** and **Community Park**. Documentation will include photographs identifying issues of non-compliance, code references, assigned priorities to their significance and recommendations for corrective action. Elements surveyed will include parking, exterior accessible routes, playfields, ball fields, team/player seating, spectator seating, shelter buildings, toilet/shower facilities, picnic areas, benches, hard surface play courts, beach amenities, camping, recreational boating facilities, playground equipment accessibility, routes to the defined play areas, and playground surface material accessibility.

julee quarve-peterson, inc.
6345 vincent ave s
minneapolis, mn 55423

phone: 612.709.2379
e-mail: jqp_inc@yahoo.com

Deliverables

The final product(s) delivered to Breitung Township will include an Introduction, Executive Summary, visual summary of the current level of accessibility (red-yellow-green chart) and individual reports in a narrative format with integrated photos. JQP, Inc. will provide an electronic copy of the completed report.

Schedule

JQP, Inc. will coordinate with you to create a project schedule for surveys and deliverables. The survey schedule will be impacted by weather as park surveys can not be conducted when amenities are covered in snow. We will work with you to identify time when park facilities are fully open for the season while trying to avoid peak visitation.

Fee Schedule

JQP, Inc. proposes to provide the above services for a flat fee based on the following hourly rates:

Accessibility Project Manager	\$225.00 per hour (Julee Quarve-Peterson)
Accessibility Specialist	\$200.00 per hour (Mara Peterson)*
Office Services and Support	\$95.00 per hour

Reimbursable expenses will be in addition to fee and include:

Lodging	At cost
Meals	At cost
Parking	At cost
Airfare	At cost – <i>not anticipated for this project</i>
Ground Transportation	At cost – <i>not anticipated for this project</i>
Mileage	\$0.725 (or current GAS rate)
Travel / windshield time	\$45.00 per hour / per person

Fee Estimate

Based on the information provided about this project, the fee is not expected to exceed \$3,250.00 (plus expenses).

Based on 1 anticipated site visit for 2 people via private vehicle from Minneapolis, expenses are not expected to exceed \$2,000.00.

The fees in this proposal are valid through September 30, 2026.

If this proposal reflects your understanding of the services to be provided by JQP, Inc. please sign and return a copy to our office.

If you have any questions regarding this proposal or wish to confirm a schedule, please contact Mara Peterson at 612.709.2498.



Mara Peterson

01/24/2026

Date

Authorized signature for Breitung Township

Date

RESOLUTION NO. 2026-15
BREITUNG TOWNSHIP of ST. LOUIS COUNTY, MN
**Resolution Authorizing Breitung Township to Make Application to and
Accept Funds From IRRR Development Partnership Grant**

WHEREAS, The authorizing authority approves of the application for the Development Partnership Grant

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

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

Upon vote taken, the following voted:

For:

Against:

Absent:

Whereupon said Resolution NO. 2026-15 was declared duly passed and adopted this 21st day of April, 2026

Matthew Tuchel – Chairman

Amber Zak – Clerk

FIRE PROTECTION SERVICES AGREEMENT – CY 2027

THIS AGREEMENT, made this _____ day of _____, 2026, is by and between the **COUNTY OF ST. LOUIS**, State of Minnesota, hereinafter referred to as the "County" and _____, a corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "Fire Department".

WHEREAS, **Unorganized Township 63-15** is in need of fire protection services; and

WHEREAS, St. Louis County is authorized by Minn. Stat. § 365.243 to provide fire protection to an unorganized township and to levy taxes on the property in the township for the payment of fire protection services; and

WHEREAS, the Fire Department has the means and the ability to provide fire protection services and desires to provide said fire protection services to the Unorganized Township(s).

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the parties do agree as follows:

- (a) Scope of Services. The Fire Department agrees to furnish fire protection services to all of the property located within Unorganized Township 63-15 and further agrees that the Fire Department will make a reasonable effort to respond to all fires within such Unorganized Township(s) whenever it is notified of such fires for the sole compensation and on the conditions hereinafter set forth.
- (b) Term. This contract shall be in effect for one year beginning **January 1, 2027**, and shall terminate on **December 31, 2027**.
- (c) Obligations of Fire Department.
 - 1. The Fire Department agrees that it will acquire, maintain, and house all of its fire fighting apparatus and equipment without any expense to the County, that it will make all repairs to the fire fighting equipment and apparatus at its own expense and cost, and that it will further furnish all of the gas, oil, and other supplies needed to operate any of its equipment.
 - 2. The Fire Department agrees that it will make no claim against the County for any damage to the property of the Fire Department or for personal injuries to the firemen while en route to, serving at, or returning from fire fighting services within the Unorganized Township(s), nor will it make any other claim or demand against St. Louis County arising out of this Agreement.
- (d) Compensation. The County agrees to pay the Fire Department, as compensation for all fire protection services provided in Unorganized Township 63-15, the sum of \$_____ in two equal installments on or before January 31, 2027, and July 31, 2027. The Fire Department agrees that this amount represents the County's total payment obligation for fire protection services to Unorganized Township 63-15 for the calendar year 2027.
- (e) Independent Contractor. The Fire Department is to be and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of agents, partners, joint venturers, or associates between the Fire Department and the County or as constituting the Fire Department or any of its employees as the employees of the County for any purpose or in any manner whatsoever.
- (f) Indemnification. Any and all claims that arise or may arise against the Fire Department, its agents, servants or employees as a consequence of any act or omission on the part of the Fire Department or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the County. The Fire Department shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions,

including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Fire Department, its agents, servants or employees, in the execution, performance, or failure to adequately perform the Fire Department's obligations pursuant to this Agreement. The Fire Department's obligation to defend and indemnify the County and/or to hold the County harmless shall be limited to and capped at the Fire Department's liability limits established under Minn. Stat. Chapter 466. Under no circumstances, shall the Fire Department be required to pay on behalf of itself and/or any other parties, any amounts in excess of the limits on liability established in Minn. Stat. Chapter 466. The intent of this paragraph is to impose on the Fire Department a duty to defend, hold harmless and indemnify the County, subject to the limits of liability under Minn. Stat. Chapter 466, for claims associated with or arising from the Fire Department's activities under this Agreement.

- (g) Insurance. The following insurance must be maintained by the Fire Department for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the St. Louis County Purchasing Department before January 1 of the year covered by this Agreement and each certificate must include a ten-day notice of cancellation, non-renewal, or material change to all named and additional insureds. **No payments under this Agreement will be made by the County until Certificates are on file.**

1. General Liability Insurance.

- a. \$500,000 for claims for wrongful death and each claimant for other claims.
\$1,500,000 Each Occurrence.
No Less Than \$2,000,000 Aggregate coverage.
- b. Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
- c. St. Louis County shall be named additional insured.

2. Business Automobile Liability Insurance.

- a. \$500,000 for claims for wrongful death and each claimant for other claims.
\$1,500,000 Each Occurrence for claims.
No Less Than \$2,000,000 Aggregate coverage.
- b. Must cover owned, non-owned, and hired vehicles.

3. Workers' Compensation.

Per statutory requirements. Certificate of Compliance must be executed and filed with the St. Louis County Auditor.

- (h) Records Auditing and Retention. The Fire Department's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 15C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. The Fire Department agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

- (i) Final Agreement. This contract is the final agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this _____ day of _____, 2026.

COUNTY OF ST. LOUIS, MINNESOTA

VOLUNTEER FIRE DEPT., INC.

By _____
Chair, St. Louis County Board

By _____
Fire Chief

By _____
St. Louis County Auditor

By _____
Township Chair

APPROVED AS TO FORM AND EXECUTION:

By _____
Assistant County Attorney

OnBase #: _____