

Township of Breitung Agenda – Regular Board Meeting

Township of Breitung Regular Board Meeting 09-15-2026

Timothy Tomsich Community Center 6:00 PM

- Call the meeting to order/Roll Call
- Pledge of Allegiance
- Acceptance of Agenda
- Approval of Minutes
 - 08/18/2026 Regular Board Meeting
- Approval of August 2026 Treasurer's Report
 - Checks Written: 60422 - 60500
 - Total Disbursements: \$99,515.38
 - Fund Balance: \$1,080,608.96
 - Voided Checks: 60477
- Correspondence

Reports:

- Police – Attached
- Fire & Rescue – Attached
- Road and Bridge – Attached
- Water – Attached
- Wastewater Board
- Ambulance Commission
- Recreation
- Joint Powers Recreation Board
- Noxious Weeds
- Joint Airport Zoning Board

Public Input

Old Business

- Current Infrastructure Projects
 - McKinley Park Trail Loop
 - Thompson Farm Road
 - Stuntz Bay Access Rd
 - McKinley Park: ADA Project
 - 2026 Recreation Project
- Flood/FEMA process
- Broadband Project
- Joint Comprehensive Plan
- Blight
- Fire Truck Sale
- Indian Point Road Association Request
- McKinley Park Campground Management
 - Contract Approval
 - Management Approval

New Business

- Pay Bills as presented
- McKinley Park Campground
 - 2027 Rates
 - Electrical Upgrade
 - Water Service Upgrade
- Facility Use Forms Update
- Resolution 2026-21: Appointing Election Judges

Next Board Meetings

Regular Board Meeting: Tuesday, October 20, 2026

Adjourn

Breitung Township
Regular Board Meeting 08-18-2026, 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

Public: Tom Gorsma – Maint. Sup., Nathan Cvetan, Police Chief Daniel Reing, Stephanie Ukkola, Scarlet Stone (Timberjay), Tony Perpich, Patrick O’Connell (LIUNA), Randy Pratt (arrived at 6:15 PM)

Call to Order at 6:00 PM by Chairman Tuchel

Pledge of Allegiance

Acceptance of Agenda

Motion by Supervisor Peitso to accept the agenda as presented

2nd by Supervisor Tekautz

Motion Passed 3-0

Approval of Minutes

Motion by Supervisor Tekautz to approve the minutes of the 07-21-2026 Regular Board Meeting, as presented

2nd by Chairman Tuchel

Motion passed 3-0

Approval of Treasurer’s Report

Motion by Supervisor Peitso to accept the July 2026 Treasurers Report as presented

2nd by Supervisor Tekautz

Motion passed 3-0

Correspondence

- Board of Peace Officer Standards and Training: Compliance Review
- MAT Newsletter: Breitung Township Feature
- St. Louis County Public Works: Aggregate Crushing
- Tim Tomsich: Thank you

Correspondence reviewed by Chairman Tuchel, so noted.

Reports

- Police – Attached; Chief Reing recapped his report, noting that next month Big Truck Night was to be held on September 23 and he would be starting his GREAT classes with students next month
- Fire& Rescue – Attached
- Road and Bridge – Attached, Maint. Sup. Gorsma noted several items including: at least 25% or more of R&B time had been spent working on the Recreation Project, the new truck was currently in Duluth, J&R Wastewater Service had found Inflow & Infiltration issues with the sewer system, the steel roof had been installed on the out-building near the rear of the Township buildings
- Water – Attached
- Wastewater Board – Chairman Tuchel noted that a Pre-construction meeting for the RIBs project was scheduled for 08/25/2026 and Hoover would be starting construction after Labor Day this year.
- Ambulance – No meeting had, nothing to report
- Recreation – Supervisor Peitso explained that the Recreation Board had opted to scale back the Frisbee/Disc Golf course and install just a few goals, we could always add more in the future. Approximately 48% of the project had been completed, trail cameras had been ordered to monitor the park for theft/vandalism.
The Joint Powers Recreation Board had not met.
- Noxious Weeds – Attached, ALWI Stephanie Ukkola noted a special thanks to Maint. Sup. Gorsma for his hard work at eradicating the weeds; she noted one landowner had not responded or made attempts to mitigate the noxious weeds on his/her property
Motion by Chairman Tuchel to refer the private landowner to the county
2nd by Supervisor Peitso
Motion passed 3-0
- Joint Airport Zoning Board – Map Attached, Supervisor Peitso provided a map indicating the safety zones of the proposed zoning extension. She noted that the board had recommended sending the plans to the State Zoning Committee, for which approval could take up to 90 days. Resident Nathan Cvetan questioned whether there was going to be an extension of the runway; Supervisor Peitso explained that there were no plans to do so, however this zoning change would allow that should a need ever come to pass.

Public Input

None

Old Business:

Current Infrastructure Projects

- McKinley Loop Trail – Chairman Tuchel stated that SHE had re-submitted to the FAA with an expected 3-week turnaround; potentially looking at an October bid date for the project
- Thompson Farm Road Project – Chairman Tuchel noted he had heard nothing on starting from MBI
 - LRIP Amendment #1 – Chairman Tuchel explained that this amendment was due to MNDot requiring additional lanes on each side of the road (passing and turning), LRIP would be covering the cost of that addition with this amendment.
Motion to accept and sign LRIP Amendment #1 by Supervisor Tekautz
2nd by Chairman Tuchel
Motion passed 3-0
- Stuntz Bay Access Road – Chairman Tuchel noted that John Jamnick should be looking into the matter of an additional \$5k being owed to MBI

- McKinley Park: ADA Project – Supervisor Tekautz noted that a September 14 meeting was scheduled with Mara Peterson to do the consultation for the project
- 2026 Recreation Project – Already covered during Recreation Report

Flood/FEMA process

No update

Broadband Project

No update

Joint Comprehensive Plan

Supervisor Tekautz reviewed the flyer information, noting the survey would be sent out by mail to Soudan's USPS boxes and upcoming meeting times

Blight

No Update

Project Labor Agreement

Patrick O'Connell from the Laborer's International Union of North America was in attendance to explain the benefits and uses of a PLA. He noted that a PLA adds protections into contracts, it is typically part of a pre-hire agreement, it sets rules for contractors and prevailing wage, allows local unions to force local labor, and is generally included in the bid documents provided by engineering firms.

Motion by Chairman Tuchel to develop a resolution for approval at next month's meeting to incorporate PLAs into projects costing over \$150k

2nd by Supervisor Tekautz

Motion passed 3-0

Fire Truck Sale

Clerk Zak noted that the Fire Tender for sale on MN-Bid had been listed for \$20k with a Reserve Price of \$50k, meaning that the bids would need to go to at least \$50k in order to trigger a sale; bids did not reach that level. The sole bid was for \$20k. Options were discussed between board members regarding listing in a Fire Truck Trader, re-listing it on MN-Bid for a lower rate.

Motion by Supervisor Tekautz to re-list the truck on MN-Bid for \$20k starting bid for 30 days

2nd by Supervisor Peitso

Motion passed 3-0

New Business:

Pay Bills as Presented

Motion by Supervisor Peitso to Pay Bills as Presented.

2nd by Supervisor Tekautz

Motion Passed 3-0

Indian Point Road Association Request

Tony Perpich, the president of the Indian Point Road Association, was in attendance to discuss his requests with the town board. Chairman Tuchel provided background on Indian Point Road – the easements for it had been sponsored by Breitung Township but other than that, the township had nothing to do with the road. He further explained that he had met with Mr. Perpich after reviewing a request for gravel, grading, signage, and snowplowing; he noted that the gravel could be provided by the township and that the signage need had already been filled. Beyond that, he noted that Indian Point Road had grown quite a tax base over the last decade, contributing approximately \$70k to the township levy. Chairman Tuchel aired his concern that if the township begin providing road maintenance services to this road, it could become a township road and would therefore be a permanent responsibility; additionally, he noted it would likely result in a levy raise. Questions from Supervisors Peitso and Tekautz included the possibility of doing so in some way without taking ownership, hiring contractors to do the work and Maint. Sup. Gormsa questioned the expectations of the road association (how often, how much, etc.). Chairman Tuchel directed Clerk Zak to check with MN Associations of Townships on the legality of beginning maintenance on a road and indicated that he would reach out to township attorney for further clarification. No motion was made on this at the time, but would remain on the agenda for future discussion.

Road & Bridge: Sale of 2013 F-350

Maint. Sup. Gorsma reported that the new 1-ton was being outfitted with the dump box and other amenities; he expressed thoughts on getting the currently owned 1-ton on the market prior to winter as that's when people would be looking for that type of plow truck. Discussion on pricing took into account a trade-in offer of \$12k by a dealership.

Motion by Chairman Tuchel to place the current 1-Ton on MN-Bid with a starting bid of \$13k for 30 days once the new 1-Ton had been delivered

Second by Supervisor Tekautz

Motion passed 3-0

Fire Department:

- Applicants:
 - Tyler Vogh
 - Tanner Banks

Supervisors reviewed fire department applications

Motion by Chairman Tuchel to approve the applications of Tyler Vogh and Tanner Banks to Breitung Fire & Rescue

2nd by Supervisor Peitso

Motion passed 3-0

- Siren & Speaker Purchase
- PPE Purchase

Supervisors reviewed purchase requests from Fire Chief Trevor Banks, both items being under \$25k.

Motion by Supervisor Tekautz to approve the purchase of Siren & Speaker for installation on the Side x Side and PPE purchase with the addition of graphics/lettering for all-weather use (Boat & Side x Side use)

2nd by Supervisor Peitso

Motion passed 3-0

Resolution 2026-19: Certification of 2026 Breitung Tax Levy

Motion by Chairman Tuchel to approve Resolution 2026-19

2nd by Supervisor Peitso

Motion passed 3-0

McKinley Park Campground Management

Discussion regarding renewing the contract with current park management, Randy Pratt & Julie Kranz; it was noted that a significant increase had been requested (\$14k). Clerk Zak noted that the contract had been sent to township attorney Robert Pearson for review and he had noted that portions of the contract should be updated; Clerk Zak was directed to get the contract updated so that it could be reviewed by park management and Breitung supervisors prior to the next meeting. Randy Pratt noted that he had some trouble getting payments in for seasonals and storage; it was noted that June 1st would be the due date for seasonals and Labor Day for storage, to be added to contract. The board requested that park management provide an annual report for the next meeting as they would be out-of-state for the October meeting; additionally, the board requested that Clerk Zak add McKinley Park Rate Increase to the next agenda.

Next Board Meetings

Regular Board Meeting: Tuesday, September 15, 2026, at 6:00 PM

Adjourn

Motion by Chairman Tuchel to adjourn the meeting at 7:40 PM

2nd by Supervisor Peitso

Motion passed 3-0

Respectfully Submitted

Amber Zak
Clerk, Breitung Township

Township of Breitung

August 2026

Liabilities

Frandsen Bank and Trust

ReHab Loan	\$225,516.18
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Total Liabilities

Assets

Bank Accounts

Frandsen - Now Checking #000086	\$452,610.60
Frandsen - MMD #86	\$3,290.61
McKinley Park - Camp Ground	\$55,835.06
4M Account	\$371,524.74
Frandsen High Yield Money Market	\$231,083.19
Frandsen MMD # 110183438	\$23,438.66
Cert # 1300319690	\$0.00

Total Cash	\$1,137,782.86
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Outstanding Checks August 31, 2026	\$57,166.00
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Funds

Operating Funds

Other Accounts

100 General	\$90,329.58	\$269,810.74
201 Road & Bridge	\$95,950.57	\$75,000.00
225 Fire	\$44,110.93	\$0.00
620 Park	\$62,896.42	\$95,835.06
227 Recreation	\$26,255.14	
226 Police	\$74,965.85	\$0.00
230 Projects	\$13,911.44	
231 Town Hall Payment Reserve		\$40,000.00
250 Equipment Reserve	\$1,826.48	\$78,049.21
251 Police Equipment Reserve	-\$15,101.81	\$0.00
252 Firemen's Pension Reseve		\$28,592.00
253 Buildings and Grounds	\$300.00	\$52,500.00
254 Sick Days Reserve		\$24,192.86
255 Projects Reserve		\$0.00
257 Gravel Reserve		\$11,390.49
258 Police Vacation Reserve		\$9,794.00
Total Funds	\$395,444.60	\$685,164.36

Total Funds

\$1,080,608.96

Disbursements	\$99,515.38
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Checks

60422 -60500	\$99,515.38
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Voided Check 60477

Receipts	\$326,215.50
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Transfers	\$500.00
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Investments - moved	\$175,000.00	\$326,715.50
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Interest * included in the receipts.	\$1,675.59
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Treasurer report for September 2026

Movement of Funds between Bank Accounts

Fund	Amount	Moved from	Moved too
620 McKinley Park	40000	Checking McKinley Park	High Yield MM
250 Equipment Reserve	49080.78	High Yield MM	Checking – Pay for the new R&B Truck
100 General	100000.00	Now Checking	4m
201 Road & Bridge	75000.00	Now Checking	4m
Total Moved	89080.78		

Police Equipment is underfunded on the Police Car by \$15,101.81.

Thanks Teresa Dolinar



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

August 2026 Monthly Police Report

Calls for Service (ICRs) 135

Citations 6

- 1 adult male citation for speed (68/50)
- 1 adult female citation for speed (46/30)
- 1 adult male citation for speed (77/60)
- 1 adult male citation for speed (80/60)
- 1 adult male citation for speed (70/50)
- 1 adult male citation for speed (78/55)



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

PHONE: (218) 753-6660

41 1ST AVE • P.O. BOX 6

DANIEL REING

FAX: (218) 753-2407

SOUDAN MN 55782

CHIEF OF POLICE

It was a steady month of calls. Summer is our busy season and this year has been no different. Summer went way to fast. School will be back in session very soon and fall sports have already started.

Our department assisted the BIA with concert security for their summer concerts this year. We always enjoy assisting our neighboring agencies when they need us.

I want to remind everyone to slow down and watch our speed limit signs. Please move over for our emergency vehicles.

Our new squad is nearly fully outfitted and ready for service. We hope to have it in full operation by late September.

A reminder that our annual Tacos with Cops will be on October 3rd from 11 am to 3 pm. This event will take place at the Tim Tomsich community center in Soudan.

Daniel Reing

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

August 2026 Fire Dept Report

Our regular monthly fire department training consisted of Pump Operations, Engine Operations and drafting water.

For the month of August, we responded to the following calls: Assisted the Tower Ambulance with a lift assist in Soudan, Rescue Call in Greenwood Township, Wildland Fire in Portage Bay, Fire Alarm on Duffy Island, Boat fire at the Fortune Bay Marina.

We hired two new firefighters, Tanner Banks and Tyler Vogh. Firefighter I & II Training will start at the end of this year. We will be having in-house orientation and training and both will be assigned mentors to conduct this training.

Road And Bridge September 2026

Usual mowing and trimming

Tree and brush removal

Trimming overhanging branches along roads

Maintenance on equipment

Brush cutting edges of roads and trails

Mowing and spraying noxious weeds

Landscaping at McKinley Park

Gravel road repairs

Mesabi started on Thompson Farm Road

Rec Grant 2026

Building repairs 98.5% complete

Started work on batting cage structure

Planted 8 additional trees at the park

Met with Cale Leigiska on lay out of disc golf baskets

Will start removing and replacing sand at volleyball court by end of month

LCP construction rebuilt steps to crow's nest

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Homeland Security and Emergency Management

3925 Pheasant Ridge NE • Blaine, Minnesota 55449

Phone: 651-201-7400 • Fax: 651-296-0459

August 31, 2026

Amber Zak
Clerk
Breitung Township
clerk@breituntownship.org

FEIN: 11-111111
UEI: MTDRLJB4QPJ9
FEMA Applicant ID: 137-75340-00
Current POP Date: 6/28/2028

We have received your certification of project completion and, upon the completion of FEMA's final review, will be processing your final payment, closing PW 1232.

You will receive the final state share in the amount of \$9,656.77.

Please let me know if you have any questions. I can be reached at 651-502-0137 and Jeffrey.May@state.mn.us (preferred).

Jeffrey T. May
Minnesota Homeland Security and Emergency Management

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this day of , 2026, by and between Township of Breitung, a municipal corporation existing pursuant to the laws of the State of Minnesota (“**Township**”), and Randy Pratt and Julie Kranz (jointly, “**Contractor**”).

RECITALS

A. **WHEREAS**, Township owns McKinley Park (“**Park**”), a recreation area on Lake Vermilion located at 5563 Hoodoo Point Road, Soudan, MN 55782, with a campground (“**Campground**”), camp store (“**Store**”), picnic area, beach, and related amenities.

B. **WHEREAS**, Township desires to retain the services of Contractor to operate and manage the Park on the terms and conditions set forth in this Agreement.

C. **WHEREAS**, Contractor is qualified to, and desires to, provide such services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Services to be Rendered.

a. Township hereby engages Contractor, and Contractor hereby accepts such engagement, as an independent contractor to provide to Township the services set forth on **Schedule 1** (“**Services**”).

b. Township does not and shall not control or direct the manner or means by which Contractor or Contractor’s employees or contractors perform the Services.

c. Township shall provide Contractor with access to the Park, information, and systems to the extent necessary for the performance of the Services. Unless otherwise agreed with Township, Contractor shall furnish, at Contractor’s own expense, the materials, equipment, and other resources necessary to perform the Services.

d. Contractor shall comply with all rules and procedures communicated to Contractor in writing by Township, including those related to safety, security, and confidentiality.

e. Contractor shall maintain detailed books and records of its performance of the Services. For a period of three (3) years after termination of this Agreement, Township shall have access to and the right to examine, copy, and audit any and all of Contractor’s books, documents, papers, and records which are related to the Services or this Agreement.

f. At Township's request, Contractor shall provide a bond in an amount determined adequate by Township to ensure the return of any Park revenues lost, stolen, or otherwise diverted.

2. **Contractor's Representations and Warranties.** Contractor represents and warrants to Township that:

a. Contractor has the right to enter into this Agreement and to perform fully all of Contractor's obligations in this Agreement.

b. Contractor entering into this Agreement and Contractor's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject.

c. Contractor has the required specialized skill, experience, and qualifications to perform the Services, Contractor shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner.

d. Contractor shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, certificates, continuing education, and registrations required to perform the Services. Contractor will, upon request, provide Township with proof of same.

3. **Operating Expenses.**

a. Township shall be financially responsible for all necessary utilities to the Park, including but not limited to, electric service, water service, and trash collection. Township shall also be responsible for landline telephone, internet services, and/or other utilities or services.

b. Contractor shall be responsible for the merchandise for sale in the Store, all fees and taxes related to Store sales, and the payment of sewage pumping contracts (if applicable).

c. Township will undertake all necessary major maintenance, repairs, and improvements at the Park (but not ordinary, routine maintenance which is Contractor's responsibility pursuant to **Schedule 1**). Contractor shall keep the Park free and clear of any mechanic, materialmen, and other liens related to Contractor's performance of the Services at the Park.

4. **Term and Termination.**

a. The term of this Agreement commences [REDACTED], 2026 and terminates as of [REDACTED], 2026, unless earlier terminated by either party as provided below.

b. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach, or such material breach is incapable of cure.

c. Notwithstanding Section 4.b., above, Township may terminate this Agreement immediately if Contractor engages in any of the following conduct: (i) an act of dishonesty (including theft, embezzlement, and/or mismanagement of Township funds); (ii) gross misconduct that is willful and deliberate on Contractor’s behalf and that is injurious to Township, including, without limitation, any conduct that risks the health, welfare, or safety of the Park or its guests; (iii) a felony conviction or a plea of guilty or “no contest” to a felony; or (iv) any illegal activity at the Park.

d. Except in relation to Section 4.b., above, if Contractor terminates this Agreement early, it will be responsible for all damages incurred by Township in relation thereto, including expenses incurred by Township in finding a new contractor to operate and manage the Park.

e. Upon termination of this Agreement:

i. Contractor shall only be entitled to receive payment for Services satisfactorily performed up to the date of termination, less any damages to Township caused by Contractor’s conduct leading to the termination.

ii. Contractor’s right to occupy a campsite (*see* Section 5.c., below) will automatically terminate and Contractor shall remove all its personal property from the Park and any personal property remaining shall become the exclusive property of Township.

f. Within five (5) business days after termination of this Agreement, Contractor shall provide to Township all Park information reasonably requested by Township, including:

i. Dates, names, contact person(s), and contact information, and all supporting documents, relating to all future rentals, permits, and uses of the Park.

ii. An accounting of all fees collected relating to all future rentals, permits, and uses of the Park.

iii. Reimbursement to Township in full for deposits and fees relating to all future rentals, permits, and uses of the Park authorized by Contractor, unless such funds have already been deposited in the Park bank account.

5. **Fees.**

a. As compensation for the Services, Township shall pay Contractor a total fixed fee of \$[AMOUNT]. Township shall pay all undisputed fees within fifteen (15) days after Township's receipt of an invoice submitted by Contractor in accordance with the payment schedule set forth in **Schedule 2**.

b. Contractor will retain all net profits, and will be responsible for any net losses, from the sale of merchandise at the Store.

c. Contractor will be entitled to occupy one (1) campsite at the Campground, free of charge. Contractor cannot sublet or allow others to use the campsite without prior Township approval.

d. Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor in connection with the performance of the Services, and in no event shall Township reimburse Contractor for any such costs or expenses.

e. Contractor acknowledges that Contractor will receive an IRS Form 1099 from Township.

6. **Independent Contractor Status.**

a. Contractor shall provide the Services as an independent contractor, and Contractor shall not be considered an employee of Township for any purpose. Contractor has no authority (and shall not hold itself out as having authority) to bind Township and Contractor shall not make any agreements or representations on Township's behalf without Township's prior written consent. Except as otherwise specifically stated in this Agreement, Township is interested only in the results to be achieved, and the conduct and control of the work shall lie solely with Contractor. However, Township will rely upon Contractor to devote such number of hours as is necessary to provide the Services and to meet the needs of Township. Accordingly, Contractor shall provide all Services in a timely manner and shall communicate regularly with Township regarding Contractor's progress.

b. Contractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Township to its employees, and Township will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Contractor's behalf. Contractor shall be responsible for, and shall indemnify Township against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Contractor in connection with the performance of the Services shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify Township against any claims made by or on behalf of any such

employee or contractor.

7. **Insurance.** Contractor shall, at its own expense, maintain and carry worker's compensation insurance as required by state law, general liability insurance in a sum no less than \$1,000,000 per occurrence, and automobile liability insurance in a sum no less than \$1,000,000, in each case with insurers reasonably acceptable to Township. Township shall be listed as an additional insured under any liability policy hereunder, and Contractor shall forward a certificate of insurance verifying such insurance upon Township's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a thirty (30) day notification period and that Township will be immediately notified in writing of any such notice of termination.

8. **Non-Exclusivity.** Except for the Services set forth herein, Township shall not be obligated to utilize the services of Contractor for any other or future assignments and Township may enter into agreements such as this with a variety of independent contractors. Conversely, Contractor shall be free to provide services, either as an independent contractor or employee, for others, so long as that provision of services is not in violation of this Agreement and does not interfere with Contractor's provision of the Services hereunder.

9. **Confidentiality.** Contractor shall not divulge, disclose, or communicate to any person, firm, corporation, or other entity in any manner whatsoever any confidential information of any kind, nature, or description concerning any matters affecting or relating to the business of Township, including but not limited to the following: the terms of this Agreement, lists of or information regarding Park guests; personnel and compensation data; marketing data; office policies and practices; financial information, data, records, and reports; business plans, general and specific; procedures; manuals; and litigation and other legal matters. In the event Contractor is requested or required by legal proceedings, subpoena, civil investigative demand, or similar process, to disclose any confidential information, Contractor shall provide Township with prompt written notice of any such request or requirement so that Township may seek a protective order or other appropriate remedy.

Contractor shall return all confidential information to Township upon the termination of this Agreement by either party for any reason.

10. **Indemnification.** Contractor will defend, indemnify, and hold harmless Township and its affiliates, board members, supervisors, Contractors, officers, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

a. Bodily injury, death of any person, or damage to real or tangible personal property resulting from Contractor's acts or omissions, including any alteration or damage to the Park; or

b. Contractor's breach of any representation, warranty, or obligation under this Agreement.

Township may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Contractor.

11. **Government Data Practices.** Township and Contractor must comply with the Minnesota Government Data Practices Act (“MGDPA”), as it applies to all data provided by Township under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Contractor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either Township or Contractor. If Contractor receives a request to release the data referred to in this clause, Contractor must immediately notify and consult with Township as to how Contractor should respond to the request. Contractor’s response to the request shall comply with applicable law.

12. **Survival.** All of Contractor’s representations, warranties, covenants, and indemnity obligations shall survive the termination of this Agreement by either party for any reason.

13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, and legal representatives, but neither this Agreement nor any of the rights or obligations hereunder shall be assignable or delegable by Contractor without Township’s prior written consent.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

15. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

16. **Entire Agreement.** This Agreement constitutes the sole and complete agreement between the parties, superseding any and all other agreements, express or implied, between the parties, and no verbal or other statements, inducements, or representations have been made or relied upon by either party.

17. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

18. **Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be addressed as follows:

Randy Pratt and Julie Kranz
At the Campground, or
2350 N Nicklaus Drive
Mesa, AZ 85215
E-Mail: [REDACTED]

Township of Breitung
Attn: Amber Zak, Clerk
PO Box 56
Soudan, MN 55782
E-Mail: clerk@breitungtownshipmn.gov

or to such other person or address as any party shall have specified by notice in writing to the other party. Such notices shall be deemed to have been duly given: (i) when personally delivered; (ii) three (3) business days after being mailed by certified mail, postage prepaid; or (iii) when sent by electronic mail during business hours (or the following day if sent outside business hours) so long as receipt is confirmed by reply email.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. A facsimile or electronic (.PDF) copy, or both, of a signature of a party to this Agreement or any such counterpart shall be fully effective as if an original signature.

20. **Draftsmanship.** Both parties have had a fair opportunity to review and comment on the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against either party on grounds of who may have been the draftsman.

21. **Joint and Several Liability.** If “Contractor” is more than one (1) person, then everyone listed as “Contractor” shall be jointly and severally liable for all Contractor obligations set forth in this Agreement.

22. **Arbitration.** Except in relation to a breach of Section 9, any disputes over the formation, interpretation, performance, breach, or other issue in any way related to this Agreement shall be resolved by binding arbitration, not litigation. Arbitration shall be governed by the Minnesota Uniform Arbitration Act and shall be venued in Soudan, Minnesota. The arbitration proceedings and the arbitrator’s decision -- except for disclosure made in connection with any motion to confirm, vacate, or modify -- shall be confidential. Arbitration must be demanded in writing within one (1) year of the time the claim accrued or the claim shall be forever barred and waived. The arbitrator shall have the power, but not the obligation, to award reasonable attorneys’ fees, costs, and disbursements to the prevailing party. The arbitrator’s own fees and expenses, however, shall be shared equally by the parties. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

The arbitrator's award shall be final and binding and judgment may be entered thereon by any state or federal court sitting in the State of Minnesota.

In the event of a breach or threatened breach by Contractor of Section 9, Contractor hereby consents and agrees that money damages would not afford an adequate remedy and that Township shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damage, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available relief.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

Randy Pratt

Julie Kranz

Township of Breitung

By: _____

Its: Chairman of the Board

Schedule 1

Description of Services

Contractor shall have overall responsibility for the operation and management of the Park, which includes, without limitation:

- Managing and acting as “host” at the Campground from May 1 through September 30, including campsite reservations and leasing (using mutually agreed upon agreement forms), collecting campsite rent (at rates and on the schedule approved by the Township), arranging for sewage collection service at campsites, and staffing the Campground office.
- Cleaning and maintaining the Park in good, sanitary, and neat order, condition, and repair (including mowed lawns, raked beach, clean parking lots, swept sidewalks, etc.), ensuring the Park is safe for guests at all times. Any construction, alteration, or improvement of the Park proposed by Contractor will only be done with prior Township approval.
- Stocking, managing, and operating the Store for the convenience of the Park guests, provided no alcohol, cannabis, or tobacco related products shall be sold in the Park.
- Cooperating with Township in relation to spring set-up activities at the Park.
- Cooperating with Township in relation to hosting the Vermilion Range Old Settlers Reunion and Picnic at the Park.
- Handling all complaints of Park guests and enforcing the Park’s rules.
- Promptly notifying Township in writing of any incident or injury or loss or damage to the Park or any Park guests, or any of Contractor’s employees, contractors, or invitees, occurring within the Park.
- Keeping Township informed about the operation of the Park with such information as Township may reasonably request (such as financial information, Campground performance, and significant incidents or issues). Contractor shall present reports at Township meetings upon Township’s reasonable request.
- At the end of the camping season, providing a written report summarizing the following information about the Park: sales, Township property, maintenance completed, reservations, needed repairs, significant issues, successes, recommended improvements, and lessons learned.

Schedule 2

Payment of Fees

1. Contractor shall prepare and submit to Township invoices for the Services. Each invoice shall be signed and dated by Contractor. The invoices shall include supporting data if necessary. Contractor shall invoice Township according to the following schedule:

a. Bi-weekly on the dates mutually agreed, beginning in May and ending in November.

2. The final payment to Contractor will be held until the final submission of all required payments and paperwork to Township and after a final walkthrough of the Park by Township.

2026 McKinley Park Rate Schedule

2026

	<u>Electric</u>	<u>Non-Electric</u>
Daily	\$55.00	\$35.00
Weekly	\$350.00	\$225.00
Monthly	\$1200.00	\$800.00

Based on 1–4 People per Site, extra person \$5.00 per person

2026

Seasonal	\$4000.00
Seasonal -Tent	\$2100.00
Winter Storage	\$600.00
Boat Launch	\$10.00
Seasonal Launch	\$70.00

Guests may not stay in the unit unless one of the seasonal campers on the lease agreement is present.

No Saturday arrivals

Approved by the Breitung Town Board December 20th, 2025

THE TOWNSHIP OF BREITUNG

FACILITY USE AND RENTAL RULES AND REGULATIONS

Adopted: April 27th, 2023

The Township of Breitung Buildings and Grounds are a gift to our community due to the support of our township residents and taxpayers. These buildings and grounds are an asset to our community and we want them to remain so. The Community Room was created primarily to serve the Township's government operations and the residents of the Township of Breitung. Use of the Community Room and Skate Shack is governed by the Town Board and is set as follows:

PRIORITY FOR USE

In the event of conflicts or multiple requests, use of the Community Room Breitung Buildings and Grounds will be permitted according to the following priorities

1. Township of Breitung Operations:
Town Board meetings, township governing bodies, and administrative board meetings, and activities or events sponsored or presented by the Town Board.
2. Township of Breitung Community Organizations:
Local organizations and groups serving the Township of Breitung such as non-profit educational, civic, or cultural organizations and groups operating within the Township of Breitung or who have a member residing within the Township.
3. Other non-township events such as: weddings, showers, birthdays, anniversaries, family gatherings, graduations, individual and/or groups for community meetings, or support groups.

RULES

1. FEES

- A. the Community Room Breitung Buildings and Grounds may be reserved free of charge by any organization that meets the definition of Priority One or Two per above provided that the estimated attendance is 75 or less. If attendance is estimated to be over 75, then the fees are based on section B.1 that follows unless the fees are adjusted by pre-approval of the Town Board.
- B. For non-public events that meet the definition of Priority Three above, the following fees on a daily (full or partial) basis apply:
 - 1) Residents – Community Center: Total fee of \$100, \$50 of which will be refundable for cleaning deposit
Residents – Skating Shack: Total fee of \$50, refundable as a cleaning deposit
For residents of the Township a total fee of \$100 will be collected for rental fee, (\$50 refundable cleaning deposit). This

Fees must be collected-paid within 72 hours of reserving the room and before use of the room. This must be collected-paid in the form of two checks or money orders in the amount of \$50.00 each made out to the Township of Breitung. The \$50 cleaning deposit will be refunded by mail within 30 days after the key is returned and the room is left as specified below in Section 4.

2) Non-residents - Community Center: Total fee of \$150, \$50 of which will be refundable for cleaning deposit

Non-residents - Skating Shack: Total fee of \$100, \$50 of which will be refundable for cleaning deposit

For non-residents of the Township a total fee of \$150 will be collected at the time of reserving the room (\$100 rental fee, \$50 cleaning deposit). This

Fees must be collected-paid within 72 hours of reserving the room and before use of the room. This must be collected-paid in the form of two checks or money orders in the amount of \$100.00/\$50 for rental and \$50.00 for the deposit made out to the Township of Breitung. The \$50 cleaning deposit will be refunded by mail within 30 days after the key is returned and the room is left as specified below in Section 4.

C. For any organization serving alcohol in any Township building or grounds, an additional \$200 cleaning deposit will be collected and returned in the same manner of the normal \$50 cleaning deposit. Please not that alcohol is prohibited at the Margaret Lilya Pavillion and Skating Shack.

D. Organizations using the Community Room Breitung Buildings and Grounds and wanting to charge for attendance or admission must get Board Approval prior to doing so. Consideration by the Board is on a case-by-case basis.

2. RESERVATIONS

A. Reservations must be made in advance at the Township of Breitung clerk's office. All requests are honored on a first come, first serve basis.

B. Only adults can reserve the Community Room Breitung Buildings and Grounds and an adult must be present while the room is in use.

C. The Community Room is available from 9 a.m. to 12 a.m. midnight. EXCEPT for the Township of Breitung Operations (i.e., the posted hours of operation for the office of the clerk and treasurer, etc.)

The Margaret Lilya Pavillion and Skating Shack is available from 9 a.m. to 9 p.m. EXCEPT for the Township of Breitung Operations

D. Those who use the Community Room Breitung Buildings and Grounds may set-up the day before **ONLY** if the room is not in use.

E. the Community Room Breitung Buildings and Grounds may only be reserved for

one day at a time unless specifically pre-approved by the Town Board.

3. REGULATIONS

- A. The Township of Breitung reserves the right to limit use of ~~the Community Room~~ Breitung Buildings and Grounds by organizations whose activities interfere with township operations, adversely affect public safety or cause public disturbances. Any modifications to this policy or one-time exceptions shall be pre-approved upon a vote by the township supervisors.
- B. The person renting Breitung Buildings and Grounds ~~the room~~ whose signature appears on the Facility Use Agreement form is fully responsible for any damages. If damages are found, the cleaning deposit shall be forfeited as to that portion which is necessary to repair such damage. If the cost of said repairs exceeds the deposit, damage charges will be invoiced by the Township of Breitung clerk's office to the lessee and shall be paid in full no later than one month following the date on the invoice.
- C. The Township of Breitung buildings and grounds are a smoke free environment. ~~Event attendees desiring to smoke should be directed outside and at least 30 feet away from all entrances to the buildings.~~
- D. Serving of alcohol is prohibited except ~~for when given pre-approval of by the town board and which is subject to the.~~ Events serving alcohol must pay the additional \$200 deposit described above, acquire the presence of either an off duty or hired law enforcement officer for the duration of the event and provide proper evidence proof of liability insurance coverage for their event. Please not that alcohol is prohibited at the Margaret Lilya Pavillion and Skating Shack.
- E. Parking on the grass is prohibited. Parking should be limited to the designated parking areas and adjacent parking lots or streets.
- F. All equipment, furniture, tables, chairs, etc. contained within ~~the Community Room~~ Breitung Buildings and Grounds shall remain inside the buildings and shall not be removed at any time during the event.
- G. The Township of Breitung board and its employees are not responsible for injuries or damage to any member of a party ~~of or~~ the equipment they bring in for set up or use.
- H. Use of permanent Grate/BBQ grill allowed, but needs to be cleaned prior to returning of deposit (No Grilling on shelter floor).
- I. For groups larger than one hundred (100), Special Event Liability Insurance must be provided naming the Township of Breitung as an additional entity insured on your policy. The Township reserves the right to require security at the user's cost.
- J. Music may be played between the hours of 8:00 a.m. and 9:00 p.m. unless otherwise approved by the Township of Breitung board. Excessive volume is prohibited.
- K. Use of any equipment that requires electricity must meet appropriate fire and electrical codes.

4. RESPONSIBILITIES OF USE

- A. Keys for the buildings may be picked up one week ahead of reservation time during office hours. Keys to the town hall should be left in the clear mailbox in the kitchen near the office door at the end of the reservation; keys to the skating shack should be returned within 3 business days to the town office during office hours.
- B. Leave ~~the room and grounds~~ Breitung Buildings and Grounds in a clean and orderly condition. Wipe down all tables and chairs before restacking them or setting the tables

and chairs back to the original set up, unless otherwise directed.

- C. Do not use tape on the walls or ceilings. Activities that may cause excessive wear on surfaces will be prohibited. Decorations that would tend to deface the structure should not be attached to the buildings or grounds including but not limited to staples, tape, tacks, crepe paper, or any material that will stain.
- D. Remove all trash from the building and grounds, it is the user's responsibility to properly remove and dispose of all garbage including garbage from the restrooms.
- E. Wash all dishes, utensils, etc. used, dry and place back where found.
- F. Sweep and/or mop the floor and vacuum where needed to bring the community room in a clean and orderly condition. Use the janitor's room sink to dispose of mop water.
- G. Clean the sinks, toilets, and floor in the restrooms.
- H. Adjust the setting on the thermostat back to the original setting (70 Degrees).
- I. When you leave, turn off all the lights and make sure the doors are locked.
- J. Check the parking lot for any debris that guests may have left behind.
- K. Complete the "Cleaning Checklist for Renters" with a dry-erase marker provided in the clear mailbox in the kitchen near the office door.

5. OTHER GUIDELINES

- A. In the event of an emergency, please call 911. Please report any other problems or concerns during business hours to the maintenance supervisor or the clerk's office.
- B. In the event that you are not able to properly secure the building at the end of your reservation, or for other major issues, please contact the clerk at the number provided on the "Cleaning Checklist for Renters"
- C. The person who signed the facility use agreement is responsible for the condition of the Community Room Breitung Buildings and Grounds. Failure to comply with the above rules and regulations will be grounds for denying the groups' future requests to us the facility.
- D. The Township of Breitung is pleased to be able to offer our the Community Room Breitung Buildings and Grounds for use and we appreciate your assistance in helping us maintain our buildings and grounds.

The Breitung Township Board

FACILITY USE AGREEMENT AND SAVE HARMLESS AGREEMENT FOR USE OF THE
TOWNSHIP OF BREITUNG COMMUNITY ROOM

Adopted April 27th, 2023

We, the undersigned, do hereby acknowledge that we have been authorized to use/rent **the community room** **Breitung Buildings and Grounds** at The Township of Breitung, Soudan, MN for a special event. We further recognize that this includes the use of the kitchen adjacent to the community room, restrooms and grounds **and/or the skating shack, restrooms, and grounds**. We understand the FACILITY USE AND RENTAL RULES AND REGULATIONS as adopted on **September 15, 2026** and are hereby attached as part of this agreement for the use and rental of said facility.

We hereby agree that we will responsibly use the facility. We will inspect the facility prior to use and agree to be responsible for any damages that result from our use and to pay for the repair of any damages caused by our negligent use of said facility and equipment. We further agree to save the Township of Breitung harmless from any and all claims, either by us or those who participate in the use of the facility or Township owned equipment.

I hereby certify that I am an authorized representative of the group seeking to use the facilities and that I personally, on behalf of said group, accept responsibility for any damages to said facility. I also certify that I have read and will comply with the rules and regulations on the use of the facility.

Dated this _____ day of _____, 20 _____.

Name: _____ Group Name: _____

Address: _____

Telephone: _____ Date Needed: _____

Time Needed: _____

Purpose: _____ Adult Sponsor: _____
(for youth groups only) Signature:

Township Office Use only: ☐ Scheduled ☐ Key Picked Up ☐ Key Returned ☐ Fee Paid

THE TOWNSHIP OF BREITUNG

FACILITY USE AND RENTAL RULES AND REGULATIONS

Adopted: April 27th, 2023

The Township of Breitung Buildings and Grounds are a gift to our community due to the support of our township residents and taxpayers. These buildings and grounds are an asset to our community and we want them to remain so. The Community Room was created primarily to serve the Township's government operations and the residents of the Township of Breitung. Use of the Community Room is governed by the Town Board and is set as follows:

PRIORITY FOR USE

In the event of conflicts or multiple requests, use of the Community Room will be permitted according to the following priorities

1. Township of Breitung Operations:
Town Board meetings, township governing bodies and administrative board meetings. Activities or events sponsored or presented by the Town Board.
2. Township of Breitung Community Organizations:
Local organizations and groups serving the Township of Breitung such as non-profit educational, civic, or cultural organizations and groups operating within the Township of Breitung or who have a member residing within the Township.
3. Other non-township events such as: weddings, showers, birthdays, anniversaries, family gatherings, graduations, individual and/or groups for community meetings, or support groups.

RULES

1. FEES
 - A. The Community Room may be reserved free of charge by any organization that meets the definition of Priority One or Two per above provided that the estimated attendance is 75 or less. If attendance is estimated to be over 75, then the fees are based on section B.1 that follows unless the fees are adjusted by pre-approval of the Town Board.
 - B. For non-public events that meet the definition of Priority Three per above the following fees on a daily (full or partial) basis apply:

- 1) For residents of the Township a total fee of \$100 will be collected for rental fee, (\$50 refundable cleaning deposit). This must be collected within 72 hours of reserving the room and before use of the room. This must be collected in the form of two checks or money orders in the amount of \$50.00 each made out to the Township of Breitung. The \$50 cleaning deposit will be refunded by mail within 30 days after the key is returned and the room is left as specified below in Section 4.
 - 2) For non-residents of the Township a total fee of \$150 will be collected at the time of reserving the room (\$100 rental fee, \$50 cleaning deposit). This must be collected within 72 hours of reserving the room and before use of the room. This must be collected in the form of two checks or money orders in the amount of \$100.00 for rental and \$50.00 for the deposit made out to the Township of Breitung. The \$50 cleaning deposit will be refunded by mail within 30 days after the key is returned and the room is left as specified below in Section 4.
- C. For any organization serving alcohol in any Township building or grounds, an additional \$200 cleaning deposit will be collected and returned in the same manner of the normal \$50 cleaning deposit.
- D. Organizations using the Community Room and wanting to charge for attendance or admission must get Board Approval prior to doing so. Consideration by the Board is on a case-by-case basis.

2. RESERVATIONS

- A. Reservations must be made in advance at the Township of Breitung clerk's office. All requests are honored on a first come, first serve basis.
- B. Only adults can reserve the Community Room and an adult must be present while the room is in use.
- C. The Community Room is available from 9 a.m. to 12 a.m. midnight. EXCEPT for the Township of Breitung Operations (i.e., the posted hours of operation for the office of the clerk and treasurer, etc.)
- D. Those who use the Community Room may set-up the day before **ONLY** if the room is not in use.
- E. The Community Room may only be reserved for one day at a time unless specifically pre-approved by the Town Board.

REGULATIONS

- F. The Township of Breitung reserves the right to limit use of the Community Room by organizations whose activities interfere with township operations, adversely affect public safety or cause public disturbances. Any modifications to this policy or one-time exceptions shall be pre-approved upon a vote by the township supervisors.
- G. The person renting the room whose signature appears on the Facility Use Agreement form is fully responsible for any damages. If damages are found, the cleaning deposit shall be forfeited as to that portion which is necessary to repair such damage. If the cost of said repairs exceeds the deposit, damage charges will be invoiced by the Township of Breitung clerk's office to the lessee and shall be paid in full no later than one month following the date on the invoice.
- H. The Township of Breitung buildings are a smoke free environment. Event attendees desiring to smoke should be directed outside and at least 30 feet away from all entrances to the buildings.
- I. Serving of alcohol is prohibited except for pre-approval of the town board and which is subject to the additional \$200 deposit described above, the presence of either an off duty or hired law enforcement officer for the duration of the event and proper evidence of liability insurance coverage for their event.
- J. Parking on the grass is prohibited. Parking should be limited to the designated parking areas and adjacent parking lots or streets.
- K. All equipment, furniture, tables, chairs, etc. contained within the Community Room shall remain inside the building and shall not be removed at any time during the event.
- L. The Township of Breitung board and its employees are not responsible for injuries or damage to any member of a party of the equipment they bring in for set up or use.

3. RESPONSIBILITIES OF USE

- A. Leave the room and grounds in a clean and orderly condition. Wipe down all tables and chairs before restacking them or setting the tables and chairs back to the original set up, unless otherwise directed.
- B. Do not use tape on the walls or ceilings. Activities that may cause excessive wear on surfaces will be prohibited.
- C. Remove all trash from the building and grounds, it is the user's responsibility to properly remove and dispose of all garbage **including garbage from the restrooms.**
- D. Wash all dishes, utensils, etc. used, dry and place back where found.
- E. Sweep and/or mop the floor and vacuum where needed to bring the community room in a clean and orderly condition. Use the janitor's room sink to dispose of mop water.
- F. Clean the sinks, toilets, and floor in the restrooms.
- G. Adjust the setting on the thermostat back to the original setting.
- H. When you leave, turn off all the lights and make sure the doors are locked.
- I. Check the parking lot for any debris that guests may have left behind.

4. Other Guidelines

- A. In the event of an emergency, please call 911. Please report any other problems or concerns during business hours to the maintenance supervisor or the clerk's office.
- B. The person who signed the facility use agreement is responsible for the condition of the Community Room. Failure to comply with the above rules and regulations will be grounds for denying the groups' future requests to use the facility.
- C. The Township of Breitung is pleased to be able to offer our Community Room for use and we appreciate your assistance in helping us maintain our buildings and grounds.

The Breitung Township Board

FACILITY USE AGREEMENT AND SAVE HARMLESS AGREEMENT FOR USE OF
THE TOWNSHIP OF BREITUNG COMMUNITY ROOM

Adopted April 27th, 2023

We, the undersigned, do hereby acknowledge that we have been authorized to use/rent the community room at The Township of Breitung, Soudan, MN for a special event. We further recognize that this includes the use of the kitchen adjacent to the community room, restrooms and grounds. We understand the FACILITY USE AND RENTAL RULES AND REGULATIONS as adopted on April 27th, 2023 and are hereby attached as part of this agreement for the use and rental of said facility.

We hereby agree that we will responsibly use the facility. We will inspect the facility prior to use and agree to be responsible for any damages that result from our use and to pay for the repair of any damages caused by our negligent use of said facility and equipment. We further agree to save the Township of Breitung harmless from any and all claims, either by us or those who participate in the use of the facility or Township owned equipment.

I hereby certify that I am an authorized representative of the group seeking to use the facilities and that I personally, on behalf of said group, accept responsibility for any damages to said facility. I also certify that I have read and will comply with the rules and regulations on the use of the facility.

Dated this _____ day of _____, 20 _____.

Name: _____ Group Name: _____

Address: _____

Telephone: _____ Date Needed: _____

Time Needed: _____

Purpose: _____ Adult Sponsor: _____

(for youth groups only)

Signature: _____

Township Office Use only: ☐ Scheduled ☐ Key Picked Up ☐ Key Returned ☐ Fee Paid

1. Township related functions shall have first priority at shelter.
2. All groups who reserve the shelter for personal use shall pay the (deposit) as determined by the Township of Breitung.
3. Reservation times are during recreation hours of 8:00 AM – 10:00 PM
4. Applicants may not charge for services, nor solicit money of any kind or character from any person for their use of the shelter.
5. Shelter reservation request should be made by faxing, emailing, mail, or drop off in person during regular business hours between 12:00 (noon) and 4:00 pm Tuesday, Wednesday, and Thursday.
6. Reservations will be accepted by a person 18 years old or older.
7. Vehicles will be restricted to designated parking areas only. (Except for Police, Fire emergency, or maintenance vehicles from Township departments).
8. Music may be played between the hours of 8:00 a.m. and 10:00 p.m. unless otherwise approved by the Township of Breitung board. Excessive volume is prohibited.
9. All waste shall be deposited in proper receptacles or removed from the premises.
10. Responsibility for damages to and/or maintenance beyond normal wear and tear will be assumed by the individual, group, or organization.
11. Decorations should not be attached to the shelter that would tend to deface the structure including, but not limited to staples, tacks, crepe paper, or any material that will stain.
12. Any open flames, candles (other than birthday candles), torches, etc. shall not be used in the shelter.
13. Use of any equipment that requires electricity must meet appropriate fire and electrical codes.
14. The individual or group organization will obey all rules and regulations, both written and verbal, and will not hold the Township responsible liable for any injury sustained while using the shelter or park.
15. The person, whose signature appears on the reservation or their representative, is fully responsible for all participants using the facilities under the jurisdiction of Township of Breitung.
16. Failure to adhere to the Township of Breitung rules and regulations will result in suspension of reservation privileges and not return of deposit.
17. All cancellations must be made no later than three (3) days prior to the reservation date to obtain the deposit.
18. Refunds will be only be considered in case of uncontrollable events, i.e. severe weather, family emergency, etc.

Board Signatures:

Trudy S. Trench
Conrad & Pomeroy
Glebe

Date: 5/16/13
Date: 5/14/13
Date: 5/16/13
Date: _____

TOWNSHIP OF BREITUNG SHELTER USE/RESERVATION FORM

Township of Breitung
33 1st Ave P.O. Box 56
Soudan, MN 55782
218-753-6020
clerk@breitungtownship.org

NAME: _____

Address: _____ City/Zip _____

Day Time Phone #: _____ Evening Phone #: _____

Signature: _____ Date: _____

I hereby assume that this property will be under my care, custody, and control on the following date and time listed below:

Type of Event (description): _____

Reservation Date: _____ Reservation Time: _____

Number of: Attendees: _____ Vehicles: _____

Voice/Music Amplification Equipment: _____ Yes _____ No

If yes, describe: _____

Deposit of \$150.00 payable when reservation approved. Deposit will be returned when the reservation policy is adhered to. The maintenance supervisor will inspect the shelter and report to the Clerk's Office prior to return of deposit.

Rental Fee: \$100.00 – nonrefundable. (Waived for Breitung Township residents)

SHELTER RULES:

- Water and electricity will be provided in summer months. Portable potties will not be provided.
- Use of permanent Grate/BBQ grill allowed, but needs to be cleaned prior returning of deposit. (No grilling on shelter floor).
- Crock Pots allowed.
- For groups larger than one hundred (100), Special Event Liability Insurance must be provided naming the Township of Breitung as an additional entity insured on your policy.
The Township reserves the right to require security at the user's cost.
- It is recommended that you survey the park to ensure it had adequate facilities to ensure your needs.
- I agree to clean-up and dispose of all litter properly and immediately after use of shelter.
- I agree all vehicles attending will stay in designated parking areas only.
- I agree to reimburse the Township for any and all damages incurred during reservation time and date.
- I have read and will comply with the above policies and all other policies attached to this form.
(Initial) _____ Date: _____
- Duration: One day /24 hours reservation use.
- Township of Breitung reserves the right to deny a request for use of shelter.

RESOLUTION 2026-21
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:

Laura Zollar
Randy Winkler
Teresa Dolinar
Cindy Zollar
Dianna Sundahl

Katy Popesh
Kathleen Zavodnik
Stephanie Ukkola
Trudy Hendricks
Corrine Hill

Michelle Anderson
Barbara Burgess
John Koon
Adrienne DeVries
Jennifer Palo

Eva Larson

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: 11 / 03 / 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 State General Election on November 3rd, 2026, pending completion of their training and otherwise qualifying for the office:

Laura Zollar
Randy Winkler
Teresa Dolinar
Cindy Zollar
Dianna Sundahl

Katy Popesh
Kathleen Zavodnik
Stephanie Ukkola
Trudy Hendricks
Corrine Hill

Michelle Anderson
Barbara Burgess
John Koon
Adrienne DeVries
Jennifer Palo

Eva Larson

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 15th day of September, 2026 .

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

Ayes:

Nayes:

Matthew Tuchel, Chairperson

Attest:

Amber Zak, Clerk