

City of Tower  
City Council  
Special Meeting  
April 27, 2020  
Monday @ 6 PM  
Electronic Meeting: GoToMeeting

1. Call to Order
2. Roll Call
3. Business
  - 3.1 Hoodoo Point Campground Update, Informational Only
  - 3.2 Ambulance, co-interim Ambulance Director resignation
  - 3.3 Ambulance Business Plan Update
  - 3.4 Ambulance Job Postings
  - 3.5 Planning Zoning Commission Appointment
  - 3.6 Zoning Administrator Posting
  - 3.7 Non-Commercial Hangar Lease Sale
4. Adjourn

INSTRUCTIONS for attending electronically:

\*\*\*PLEASE INSTALL GOTOMEETING APP ahead of time\*\*\*

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City of Tower: Special Meeting  
Mon, Apr 27, 2020 6:00 PM - 8:00 PM (CDT)

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## CITY COUNCIL AGENDA ITEM REPORT

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**MEETING DATE:** April 27, 2020

**AGENDA ITEM:** 3.1

**PREPARED BY:** Victoria Ranua, Clerk/Treasurer

**AGENDA ITEM:** Hoodoo Point Campground Update, Informational Only

**GOAL AREA & OBJECTIVE:** Comprehensive Plan: Improve and support the physical, mental, and spiritual well-being of the communities and region.

**DISCUSSION:** On April 13, 2020, the Council tabled the issue of the Hoodoo Point Campground monthly and nightly reservation. On April 17, 2020, the State of Minnesota Executive Order 20-38 at Section 4 states effective through May 3<sup>rd</sup> states:

*All private and public campgrounds and dispersed camping sites must remain closed.*

**RECOMMENDED MOTION:**

None, informational only.

**ATTACHMENTS:** None.

# STATE OF MINNESOTA

Executive Department



## Governor Tim Walz

### Emergency Executive Order 20-38

#### Allowing for Safe Outdoor Recreation

**I, Tim Walz, Governor of the State of Minnesota**, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The COVID-19 pandemic presents an unprecedented challenge to our State. Since the World Health Organization (“WHO”) characterized the COVID-19 outbreak as a pandemic on March 11, 2020, confirmed cases of COVID-19 in Minnesota have rapidly increased. Minnesota has taken extraordinary steps to prevent and respond to the COVID-19 pandemic. On March 13, 2020, I issued Executive Order 20-01 and declared a peacetime emergency because this pandemic, an act of nature, threatens the lives of Minnesotans, and local resources are inadequate to address the threat.

In Minnesota Statutes 2019, section 12.02, subdivision 1, the Minnesota Legislature recognized the “existing and increasing possibility of the occurrence of natural and other disasters of major size and destructiveness” and conferred upon the Governor the emergency and disaster powers provided in Chapter 12 to “ensure the preparations of this state will be adequate to deal with disasters,” to “generally protect the public peace, health, and safety,” and to “preserve the lives and property of the people of the state.” Pursuant to Minnesota Statutes 2019, section 12.21, subdivision 1, the Governor has general authority to control the State’s emergency management as well as carry out the provisions of Minnesota’s Emergency Management Act. Pursuant to subdivision 3 of that same section, the Governor may “make, amend, and rescind the necessary orders and rules to carry out the provisions” of Minnesota Statutes 2019, Chapter 12. When approved by the Executive Council and filed in the Office of the Secretary of State, such orders and rules have the force and effect of law during the pendency of a peacetime emergency. Any inconsistent rules or ordinances of any agency or political subdivision of the State are suspended during the pendency of the emergency.

On March 29, 2020, the federal government revised previous guidance and encouraged continued social distancing through the end of April. Limiting activities to only those that are most essential and practicing social distancing at all times are vital tools required to mitigate the community spread of COVID-19 in Minnesota and nationwide. Accordingly, on April 8, 2020, I

issued Executive Order 20-33 extending the Stay at Home Order and Temporary Closure of Bars, Restaurants and other Places of Public Accommodation.

Healthy individuals foster healthy communities. The Centers for Disease Control and Prevention (“CDC”) and the WHO both promote the importance of staying active. According to the CDC, physical activity fosters normal growth and development, improves overall health, reduces the risk of various chronic diseases, and makes people feel better, function better, and sleep better. The WHO recognizes that regular physical activity, including outdoor activities such as walking in parks, bicycle rides, and gardening can help with the adjustment to new routines and support social, mental, and physical wellbeing. Participating in outdoor activities is a good way to stay healthy, reduce stress, and enjoy time with family.

Minnesotans know that the actions they take today can protect everyone’s health tomorrow. And, as spring arrives, Minnesotans are asking how the current Stay at Home Order and social distancing guidelines pertain to outdoor recreation. Although Minnesotans are strongly encouraged to stay close to their primary residences, many outdoor recreational activities are available close to Minnesotans’ homes and can be done safely.

Under current Executive Orders, Minnesotans may go outdoors and engage in activities such as walking, running, fishing, and hunting, as long as they are maintaining an appropriate social distance from other households. To provide additional clarity, the Minnesota Department of Natural Resources (“DNR”) and Minnesota Department of Health (“MDH”) have developed Outdoor Recreation and COVID-19 Guidelines for Facilities and the Public (“Outdoor Recreation Guidelines”). These Outdoor Recreation Guidelines are available at DNR’s COVID-19 website (<https://www.dnr.state.mn.us/covid-19.html>). By following the Outdoor Recreation Guidelines, in addition to the requirements of previous Executive Orders, we can continue to enjoy the many benefits of outdoor activities while providing for public health, slowing the spread of COVID-19, and decreasing the potential for added strain on local communities and health care systems. We all have a role to play in protecting ourselves and our fellow Minnesotans from the COVID-19 pandemic.

For these reasons, I order as follows:

1. Consistent with federal guidance and to protect our neighbors, Minnesotans should stay close to home and are strongly discouraged from unnecessary travel, including long-distance travel to engage in outdoor recreational activities and travel to and from cabins, commercial lodging, and vacation homes or rentals.
2. Effective on April 18, 2020 at 5:00 am, paragraph 5.c of Executive Order 20-33 is replaced in its entirety by the following (indicated by underlined text):
  - c. **Outdoor Recreational Activity.** Individuals **must not** engage in outdoor recreational activities where they will come into close proximity with others from different households. Individuals may engage in the activities listed below, provided that they follow the Outdoor Recreation Guidelines:

- i. Individuals may engage in any outdoor activity that is dependent upon or derives its principal benefit from natural surroundings and open space, including but not limited to hunting, fishing, trapping, boating, hiking, biking, golfing, and picnicking for the purposes of pleasure, rest, exercise, or relaxation, provided that the activity can be engaged in accordance with the Outdoor Recreation Guidelines, including maintaining at least six feet of separation between participants from different households. Groups **within a single household** may engage in outdoor activities or sports that do not allow for social distancing (e.g., soccer or basketball) but should not engage in such activities with members of other households.
  - ii. Outdoor recreational activities allowed by this Executive Order **do not include** performances, competitions, team events, tournaments, races, rallies, organized sports, spectator events, fairs, or any other events that involve the gathering of individuals in a manner that would preclude social distancing. For example, individuals must not partake, as participants or as spectators, in activities such as marathons, fundraising walks, fishing contests, league sports, and tournaments.
  - iii. All persons participating in outdoor recreational activities under this Executive Order must follow the Outdoor Recreation Guidelines.
3. Effective on April 18, 2020 at 5:00 am, paragraph 6 of Executive Order 20-33 is amended to include the following subparagraph kk (indicated by underlined text):
  - kk. **Outdoor recreational facilities.** This category is limited to workers supporting the below publicly and privately maintained or operated outdoor recreational facilities, provided that such facilities adhere to the Outdoor Recreation Guidelines. This category **does not include** workers supporting outdoor recreational equipment retail stores or workers engaged in services for hire such as charter boats, launches, or fishing guides. To the extent that any of the facilities listed below have been closed under Executive Orders 20-04, 20-18, and 20-33, those facilities are permitted to reopen, provided that they adhere to this Executive Order and the Outdoor Recreation Guidelines. In accordance with Executive Orders 20-04, 20-18, and 20-33, **all indoor facilities** associated with outdoor recreational facilities **must remain closed** except for (a) facilities used only by workers to the extent necessary to facilitate the outdoor recreation, (b) bathroom facilities cleaned and disinfected regularly in accordance with the Outdoor Recreation Guidance, (c) sales and service facilities allowed under subparagraph vi below, and (d) facilities that provide food and beverage for off-premises consumption, as allowed in Executive Order 20-04, paragraphs 2 and 4.
    - i. Minnesota State Parks, Trails, State Forests, State Recreation Areas, Wildlife Management Areas, Scientific and Natural Areas, and other State managed recreational lands.
    - ii. Locally, regionally, and privately managed parks and trails.

- iii. State, regional, or local public water accesses.
  - iv. Public and private marinas and docks that provide storage, docking, and mooring services to slip owners or seasonal renters, as well as facilities that provide safety-related services including fueling, emergency dockage, and sanitary pump-out stations.
  - v. Public and private golf courses and outdoor driving ranges.
  - vi. Off-highway vehicles, snowmobiles, and watercraft repair shops, sales facilities, and showrooms by appointment only.
  - vii. Lake service providers to install, repair, and remove docks, boatlifts, and other water related equipment or deliver boats.
  - viii. Bait shops for sale of live bait.
  - ix. Outdoor shooting ranges and game farms.
  - x. Any other outdoor recreation facilities that may be designated in the Outdoor Recreation Guidelines.
4. All private and public campgrounds and dispersed camping sites must remain closed to recreational camping.
  5. Nothing in this Executive Order permits trespass upon private property. All activities and work undertaken pursuant to this Executive Order must be undertaken in accordance with Minnesota law, including but not limited to license and permit requirements, invasive species regulations, and park rules. Nothing in this Executive Order should be construed to abrogate existing local authority to limit or restrict activities or close facilities.
  6. Minnesotans who are customers or visitors in workplaces should respect the efforts of employers to protect the safety of their workers by complying with those workplaces' social distancing and hygiene instructions. Employers should post social distancing and hygiene instructions at entrances and in locations that can be easily seen by customers and visitors.
  7. Nothing in this Executive Order should be interpreted to allow or encourage workers who can work from home to leave home for work. As ordered in Executive Order 20-33, **all workers who can work from home must do so.**
  8. As provided in Executive Order 20-33, paragraph 7, all activities and work exempted in this Executive Order should be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and MDH and CDC Guidelines related to COVID-19, including social distancing and hygiene. Under existing law and authority, the Minnesota Occupational Safety and Health Administration may issue citations, civil penalties, or closure orders to places of employment with unsafe or

unhealthy conditions, and the Department of Labor and Industry may penalize employers that retaliate against employees who raise safety and health concerns.

9. I urge all Minnesotans to voluntarily comply with this Executive Order and Executive Order 20-33. The penalties set forth in Executive 20-33, paragraph 9, apply to violations of this Executive Order.
10. DNR and local government workers are authorized to engage in activities necessary for the implementation of this Executive Order, provided that such work is done in accordance with applicable CDC and MDH guidance.
11. I direct DNR to continue to develop and implement guidelines and requirements for appropriate social distancing, hygiene, and public health best practices.
12. All provisions of Executive Orders 20-04, 20-18, and 20-33 consistent with this Executive Order remain in effect.
13. This Executive Order is effective through May 3, 2020 at 11:59 pm, until it is rescinded by proper authority, or until the peacetime emergency declared in Executive Order 20-01 is terminated, whichever occurs earlier.
14. This Executive Order may be extended by a future Executive Order, with the approval of the Executive Council.

Pursuant to Minnesota Statutes 2019, section 4.035, subdivision 2, and section 12.32, this Executive Order is effective immediately upon approval by the Executive Council.

A determination that any provision of this Executive Order is invalid will not affect the enforceability of any other provision of this Executive Order. Rather, the invalid provision will be modified to the extent necessary so that it is enforceable.

Signed on April 17, 2020.



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**Tim Walz**  
Governor

Filed According to Law:



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**Steve Simon**  
Secretary of State

Approved by the Executive Council on April 17, 2020:

A handwritten signature in black ink that reads "ARobertsDavis". The letters are cursive and connected, with a large initial "A".

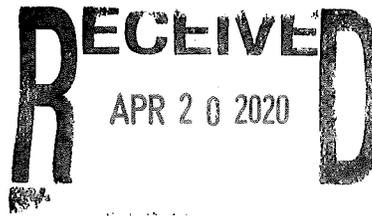
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**Alice Roberts-Davis**

Secretary, Executive Council

Filed April 17, 2020  
Office of the Minnesota  
Secretary of State,  
Steve Simon

Joshua Villebrun  
1572 Farm Road  
Tower, MN 55790  
April 20, 2020



Mayor, City Council, Clerk Treasurer, Interim Ambulance Director  
City of Tower  
602 Main Street  
Tower, MN 55790

Dear: Mayor, City Council, Clerk Treasurer, Interim Ambulance Director,

I hereby tender my resignation as Interim Co-Director of the Tower Area Ambulance Service and return to my duties and permanent position as Assistant Director, effective immediately.

I am grateful for having had the opportunity to serve as Interim Co-Director of the Ambulance Service but it is with a heavy heart that I report to you the Co-Directorship of the Department has proven not to work out between Interim Co-Director Dena Suihkonen and I. Mrs. Suihkonen has shown poor communication with me, poor leadership style, poor Human Resources skills/knowledge, and different goals and aspirations for the Department. I also don't agree with the recent decision by the Ambulance Replacement Fund Commission to raise the Interfacility Transfer Mileage Reimbursement rate from \$0.22/mile round trip to \$1.66/mile round trip and the decision of the Tower City Council to accept these terms of the contract.

I feel it is best for the Department to have one person in charge and feel it is my duty to step down and assist/support the decisions and direction Mrs. Suihkonen has for the future of the Department. I offer my best wishes to Mrs. Suihkonen and the Tower Area Ambulance Service.

Sincerely,

Joshua Villebrun  
Assistant Ambulance Director

A handwritten signature in cursive script that reads "Joshua Villebrun". The signature is written in black ink and is located below the typed name and title.

---

**Joshua Villebrun**

1572 Farm Rd, P.O. Box 415  
Tower, MN 55790  
(505-787-0820)  
josh.villebrun@gmail.com

27th April 2020

City of Tower Mayor, Council, Clerk/Treasurer, Ambulance Director

City of Tower  
602 Main Street  
Tower, MN 55790

Dear Mayor, Council, Clerk/Treasurer, Ambulance Director,

Please accept my resignation from the City of Tower as the 1st Assistant Director for the Tower Area Ambulance Service and from the Service and City of Tower all together. Thank You.

Sincerely,



Joshua Villebrun



## CITY COUNCIL AGENDA ITEM REPORT

**MEETING DATE:** April 27, 2020

**AGENDA ITEM:**

**PREPARED BY:** Victoria Ranua, Clerk/Treasurer

**AGENDA ITEM:** Ambulance Business Plan

**GOAL AREA & OBJECTIVE:** Comprehensive Plan: U1. Maintain and update adequate public utilities, facilities, services, and infrastructure that meet the needs of the community's residents and visitors

**DISCUSSION:** At the March 9, 2020 City Council meeting you approved pursuing a business plan for the Ambulance Service at the request of the Ambulance Commission. At that meeting, you tabled the two proposals from firms that work in the emergency service industry (strategic plan that includes a business plan). You reviewed these proposals again on April 13, 2020 and the conversation revolved around having neutral party prepare this work and that the price tag of the two proposals were prohibitive. This item was tabled until we could get references and look for additional funding.

The interim Ambulance Director reached out to the Minnesota Small Business Development Center (MSBDC) staff and found that their services are provided at no cost to City as the SBA, DEED, and the IRRR all fund the local MSBDC office in Virginia to keep services local and available for our region. On April 21, 2020 the interim Ambulance Director and the Clerk/Treasurer met via Zoom with the MSBDC staff. The MSBDC has comprehensive business plan product. Highlights include:

- Working sessions with direct stakeholders
  - Ambulance service staff
  - City Council
  - Ambulance Commission (pre-meeting)
- Market analysis
- Cost-of-Service per product analysis (911 call, Transfer, No transport)
- Capacity and utilization rate analysis
- Monthly, quarterly, annual analysis
  - Balance Sheet, Profit and Loss/Statement, and Cashflow
  - 5-year look-back period
  - 3-year forecast
- 90 days for final product
  - Will meet July 6 deadline for a draft business plan

Because of the time commitment, staff will suspend active commitment on looking for additional funding at this time.

**FINANCIAL IMPACT:** No addition cost beyond existing staff time.

**RECOMMENDED MOTION:**

A motion to approve moving forward with the obtaining a business plan for the ambulance service from the Minnesota Small Business Development Center.

**ATTACHMENTS:** Cost-of-Service Transfer Product Sheet (Transfer Balance Sheet).

<u>Date</u>	<u>Run #</u>	<u>Miles</u>	<u>Labor Desc.</u>	<u>Labor Cost</u>	<u>Food Cost</u>	<u>Gas Cost</u>	<u>Payment/Revenue</u>	<u>total Cost</u>	<u>Profit/Loss</u>	<u>Miles \$1.66 cost</u>
5-Jan	2001005	558.9	11hours 50 min 2 EMT's	\$595.00	\$39.31	\$143.59	\$430.03	\$777.90	(\$347.87)	\$927.77
6-Jan	2001006	228.4	5hours 39 minutes 1 EMT- 1 EMR	\$232.00	\$38.37	\$60.37	\$3,002.00	\$330.74	\$2,671.26	\$379.14
17-Jan	2001017	570.5	12 hours 40 min 1 EMT- 1 EMR	\$512.00	\$46.77	\$153.00	\$459.65	\$711.77	(\$252.12)	\$947.03
18-Jan	2001020	234.4	6 hours 16 min 2 EMT's	\$315.00	\$29.72	\$95.06	\$0.00	\$439.78	(\$439.78)	\$389.10
22-Jan	2001025	271.1	11hours 11 min 2 EMT's Nurse	\$969.50	\$45.47	\$103.36	\$1,172.84	\$1,118.33	\$54.51	\$450.03
23-Jan	2001028	213.3	5 hours 57 min 2 EMT's	\$300.00	\$33.95	\$77.41	\$1,172.75	\$411.36	\$761.39	\$354.08
23-Jan	2001029	230.7	5 hours 30 min 2 EMTS's	\$275.00	\$45.47	\$103.36	\$0.00	\$423.83	(\$423.83)	\$382.96
24-Jan	2001031	185.8	4 hours 24 minutes 1 EMT -1 EMR	\$178.00	\$11.73	\$70.25	\$984.47	\$259.98	\$724.49	\$308.43
1-Feb	2002038	230.1	4 hours 50 min 1 EMT- 1 EMR	\$196.00	\$21.20	\$72.58	\$1,304.09	\$289.78	\$1,014.31	\$381.97
3-Feb	2002043	274.3	5 hours 33 min 1 EMT- 1 EMR nurse	\$610.00	\$11.62	\$65.55	\$1,399.68	\$687.17	\$712.51	\$455.34
4-Feb	2002044	184.2	4 hours 5 min 1 EMT- 1 EMR	\$164.00	\$30.81	\$73.24	\$0.00	\$268.05	(\$268.05)	\$305.77
8-Feb	2002050	220.4	5 hours 2 min 2 EMT's	\$255.00	\$28.25	\$132.16	\$848.63	\$415.41	\$433.22	\$365.86
16-Feb	2002061	27.3	56 minutes 3 EMT's	\$67.50	\$0.00	\$0.00	\$555.60	\$67.50	\$488.10	\$45.32
17-Feb	2002062	230.8	5hours 27 min 1 EMT-1 EMR	\$220.00	\$38.36	\$107.00	\$0.00	\$365.36	(\$365.36)	\$383.13
24-Feb	2002065	230.5	4 hours 33 min 2 EMT's	\$225.00	\$11.66	\$91.78	\$1,317.79	\$328.44	\$989.35	\$382.63
26-Feb	2002067	233.8	5 hours 2 EMT's	\$250.00	\$16.30	\$52.33	\$1,363.84	\$318.63	\$1,045.21	\$388.11

9-Mar	2003081	213.8	5 hours 10 min 2 EMT's	\$255.00	\$50.11	\$89.83	\$0.00	\$394.94	(\$394.94)	\$354.91
<b>Totals</b>		<b>4338.3</b>		<b>\$5,619.00</b>	<b>\$499.10</b>	<b>\$1,490.87</b>	<b>\$14,011.37</b>	<b>\$7,608.97</b>	<b>\$6,402.40</b>	<b>\$7,201.58</b>

**To break even on cost per mile.**

**\$1.48**

**Year to date profit/loss no mileage**

**\$6,402.40**

**Year to date profit/loss with \$1.66**

**(\$799.18)**

Comments and Questions:

1 Based on 17 runs

On 2 runs over 500 miles we lost \$600 and \$1,875 in mileage. Don't do these

2 runs and numbers look much better

3 Are we already paying labor anyway?

Total of 5 no payments, are we expecting to get paid anything? Conservatively extrapolating the revenue of the 5 unpaid call would be minimum of \$5,000

4 more revenue which is changes the dynamics of transfers.

5 Total Revenue per mile is \$3.23



## CITY COUNCIL AGENDA ITEM REPORT

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**MEETING DATE:** April 27, 2020

**AGENDA ITEM:** 3.4

**PREPARED BY:** Victoria Ranua, Clerk/Treasurer

**AGENDA ITEM:** Ambulance Job Posting

**DISCUSSION:** Councilor Beldo, interim Ambulance Director Suihkonen, and Clerk/Treasurer Ranua updated the Ambulance Director job description. There were minor clarification of duties. Change include converting the position from a part-time salaried position to a part-time hourly wage position. The overall wages limit on the position for the year is \$24,000. The wage include Director wages with a salary range (\$21-\$25/hr) and EMT wages (\$25/hr on paid per call runs).

Internal discussions during the period of co-Ambulance Directors indicated that perhaps the department has too many administrative positions. The job description between the Ambulance Director, 1<sup>st</sup> Assistant Ambulance Director, and 2<sup>nd</sup> Assistant Ambulance Director were heavily overlapping. We will wait for the business plan to help determine appropriate departmental structure. This means not posting for the now-vacant 1<sup>st</sup> Assistant Ambulance Director position.

**FINANCIAL IMPACT:** No addition cost beyond existing wages established by Resolution 2020-008 that established annual wages for the ambulance service management positions. For the Director position it was set at \$24,000/year.

**RECOMMENDED MOTION:**

A motion to approve posting of the Ambulance Director position.

**ATTACHMENTS:** Ambulance Director Job Description



# CITY OF TOWER

<b>Job Title:</b>	Ambulance Director	<b>Job Category:</b>	Emergency Services
<b>Department/Group:</b>	Emergency Services	<b>Job Code/ Req#:</b>	201-20
<b>Location:</b>	402 Pine Street, Tower, MN	<b>Travel Required:</b>	Travel Required
<b>Level/Salary Range:</b>	<u>Director activity</u> \$21-25.00/hr  <u>EMT activity</u> \$25.00/hr Paid Per Call  <u>Special Note:</u> Up to 40 hours (combined Director and EMT activity) per bi-weekly pay period  No overtime permitted without prior authorization.	<b>Position Type:</b>	Administrative
<b>HR Contact:</b>	Clerk/Treasurer	<b>Date Posted:</b>	04/28/20
<b>Will Train Applicant(s):</b>	Continuing Education required	<b>Posting Expires:</b>	Open until filled
<b>External Posting URL:</b>	External Posting URL		
<b>Applications Accepted By:</b>			
<b>EMAIL:</b> Clerk.treasurer@cityoftower.com Subject Line: Application: Ambulance Director		<b>MAIL:</b> Name CITY OF TOWER PO Box 576 Tower, MN 55790	
<b>Job Description</b>			
<p><b>WHY THE JOB EXISTS</b></p> <p>The City of Tower has provided ambulance services to the area since 1958 in the southern Lake Vermilion area. The City of Tower is a Basic Life Support service serving the City of Tower, Bois Forte Band of Ojibwe, and surrounding townships including Breitung (Soudan), Eagle’s Nest, Greenwood, Kugler, and Vermilion Lake. The Ambulance Director works performs supervisory, technical, and clerical work ensuring the service meets all statutory requirements under (MN §144E), best management practices for emergency medical services (EMS), and City of Tower policies.</p> <p><b>ROLE AND RESPONSIBILITIES</b></p> <p>Typical duties performed</p>			



- A. Plans, coordinates, supervises, and evaluates EMS operations.
- B. Establishes policies and procedures for EMS in order to implement directives from the medical director, State Emergency Medical Service Regulatory Board (EMSRB), Federal, State, and/or City regulations.
- C. Plans and implements EMS program for the City in order to better carry out the policies and goals of the City; review departmental performance and effectiveness; formulates programs or policies to alleviate deficiencies.
- D. Supervises and coordinates the preparation and presentation of annual budget for the EMS services; plans for and reviews specifications for new or replaced equipment.
- E. Responds to dispatch pages, as needed.
- F. Directs the operation of departmental in-service training activities, in coordination with the Training Officer.
- G. Controls the expenditure of departmental appropriations.
- H. Monitor inventory and order supplies and equipment, per City policy, as needed
- I. Determine and maintain adequate staffing levels.
- J. Handles grievances, maintains departmental discipline and conduct standards, and evaluates general behavior of assigned personnel per best management practices and City policies.
- K. Keeps abreast of possible funding sources such as grants, loans and donations used to augment City financial resources and makes application and / or assist in applying for such funding with awareness of the City Council and Clerk/Treasurer.
- L. Prepares and submits reports to the City Council regarding the department's activities and prepares a variety of other reports as appropriate including the annual report of activities.
- M. Plans departmental operation in respect to equipment, apparatus, and personnel; supervises implementation of such plans.
- N. Assigns personnel and equipment to such duties and uses as the service requires; evaluates the need for and recommends.
- O. Meets with elected or appointed officials, other EMS officials, community and business representatives and the public on all aspects of the department activities.
- P. Attends conferences and meetings to keep abreast of current trends in the field; represents the Ambulance service at a variety of meetings.
- Q. Fulfills obligations during scheduled on-call periods (§144E.101 Sub. 11 (1)).
- R. Performs the duties of an EMT.
- S. Serves as a member of various employee committees, as required.

**QUALIFICATIONS AND EDUCATION REQUIREMENTS**

- A. Five years as a EMT.
- B. Thorough knowledge of current EMS procedures, techniques and equipment.
- C. Knowledge of applicable Federal and State laws, City ordinances, and departmental policies and procedures, and relevant reference materials.
- D. Knowledge of service area geography, business and residential areas.
- E. Ability to maintain appropriate level of discretion with confidential information.
- F. Ability to train and supervise subordinate personnel in the duties of their position.
- G. Ability to perform work requiring good physical condition.
- H. Ability to effectively communicate ideas, explanations, and recommendation, orally and in writing.
- I. Demonstrated organization skills and recordkeeping ability
- J. Ability to exercise sound judgment evaluating situations and in making decisions.
- K. Ability to effectively give and receive verbal and written instructions.



- L. Ability to motivate and supervise EMS staff.
- M. Ability to remain calm when dealing with difficult people/ situations and exemplify an enthusiastic, resourceful and effective service attitude.
- N. Ability to establish and maintain effecting working relationships with community groups, commissions, elected officials, employees, and the general public.

**PREFERRED SKILLS**

EMS management experience

**ADDITIONAL NOTES**

Must pass a criminal background check.

Position is restricted to \$24,000 in annual position wages based on City Council Resolution. Hours allocated bi-weekly as demand dictates.

**BENEFITS**

- Continuing Education. Paid trainings on-site, EMT training, some conferences.
- Retirement. Voluntary access to the Minnesota Public Employees Retirement Association (PERA) for Deferred Compensation Plan for Ambulance for ambulance runs. New hires must decide within 30 days of hire to participate.

Reviewed By:	Dena Suihkonen, interim Ambulance Director Rachel Beldo, Councilor	Date:	04/27/2020
Approved By:	Name	Date:	Date
Last Updated By:	Victoria Ranua, Clerk/Treasurer	Date:	04/27/20

March 9, 2020

City of Tower  
PO Box 576  
Tower, MN 55790  
ATTN: Mayor Orlyn Kringstad

Dear Mayor Kringstad,

It has come to my attention there is an open seat on the City of Tower Planning and Zoning Commission. Please accept this letter as statement of my interest in filling that open seat.

Having been born and raised in Tower and now back residing in my childhood home for the last couple years, I'm very interested and eager to help support economic development and sustainability for the benefit of Tower, her citizens and the region at large.

I am currently employed full-time as the Director of Operations & Safety for Conveyor Belt Service, Inc., located in Virginia, MN. In that role I am accountable for shop and field operations, safety, health & environmental compliance, risk management, finance, human resources, building & grounds, fleet maintenance, etc. I have 34 direct reports.

Excellence, trust, teamwork, resourcefulness and respect are core values that help guide my efforts, interactions and outputs both personally and professionally.

Thanks in advance for considering my interest in filling the vacant seat and please let me know if you require additional information or clarification.

Sincerely,



Joseph (Joe) Morin  
218-780-7306



**CITY OF TOWER**

<b>Job Title:</b>	Zoning Administrator	<b>Job Category:</b>	Volunteer
<b>Department/Group:</b>	Department/Group	<b>Job Code/ Req#:</b>	230
<b>Location:</b>	City Hall	<b>Travel Required:</b>	No
<b>Level/Salary Range:</b>	Volunteer	<b>Position Type:</b>	VolunteerAs needed
<b>HR Contact:</b>	HR Contact	<b>Date Posted:</b>	04/28/20
<b>Will Train Applicant(s):</b>	Will Train Applicant(s)	<b>Posting Expires:</b>	Until filled
<b>External Posting URL:</b>			
<b>Applications Accepted By:</b>			
<b>FAX OR EMAIL:</b> Clerk.treasurer@cityoftower.com Email Subject Line-- Application: Zoning Administrator		<b>MAIL:</b> ATTN: Clerk/Treasurer CITY OF TOWER PO Box 576 Tower, MN 55790	
<b>Job Description</b>			
<p><b>WHY THE JOB EXISTS</b></p> <p>City Ordinance 82 calls for a Zoning Administrator to appointed by the City Council annually. The Administrator is the front line in ensuring the provisions of the City’s Zoning Ordinance are followed for projects.</p> <p><b>ROLE AND RESPONSIBILITIES</b></p> <p>A. Administer the requirements of City ordinances for zoning permits and issue, deny or refer each application in accordance with the ordinance and state statutes.</p> <p>B. Determine compliance of the terms of City ordinances and appropriate state statutes by inspection of buildings and land use.</p> <p>C. Publish and attend to the service of all notices required under the provision of City ordinance and state statutes.</p> <p>D. Receive, file, and forward applications for appeals, variances, conditional use permits, amendments, or other action to the appropriate official bodies.</p> <p>E. Maintain permanent and correct records pertaining to this ordinance including maps, amendments, conditional use permits, non conforming permits, variances, appeals, and applications thereof.</p> <p>F. Provide clerical and technical assistance to the Planning Commission, Board of Adjustment, and City Council in reference to this ordinance.</p> <p>G. Refer to the City Attorney all violations of this ordinance that cannot be handled administratively.</p>			



**QUALIFICATIONS AND EDUCATION REQUIREMENTS**

- Ability to review plans as they relate to ordinance compliance
- Ability to follow statutory timelines

**PREFERRED SKILLS**

Preferred Skills

**ADDITIONAL NOTES**

Ability to attend training and continuing education activities related to Municipal Planning and Zoning.

Reviewed By:	Name	Date:	Date
Approved By:	Name	Date:	Date
Last Updated By:	Victoria Ranua	Date/Time :	04/23/2020

**NON-COMMERCIAL HANGAR AREA LEASE  
INCLUDING EXHIBIT A**

THIS AGREEMENT, made and entered into on the date indicated below by and between the City of Tower, State of Minnesota, a municipal corporation, hereinafter call the Lessor, and \_\_\_\_\_, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the City of Tower owns and operates an airport known as the Tower Municipal Airport and said Lessor is desirous of leasing to the Lessee a certain parcel of land on the said airport hereinafter more fully described, for the purpose of aircraft storage and maintenance.

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee and as permitted by the Federal Aviation Administration.

NOW, THEREFORE, for and in consideration of the rental charges, covenants and agreements herein contained, the Lessee does hereby hire, take and lease from the Lessor and the City of Tower does hereby grant, demise and lease unto the Lessee the following premise, rights, and easements on and to the airport upon the following terms and conditions:

1. The City of Tower does hereby grant, demise and lease unto Lessee the following described tract of land at said airport with respect to which Lessee is to have for the term of his lease the exclusive use of said tract described as follows:

Hangar # 4 at the Tower Municipal Airport. Parcel Code # 080-0000-09504

2. The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premised providing such buildings or structures conform to applicable Building Code Requirements and any county ordinance new or hereafter in effect. All plans for new buildings or structures or building improvements shall be reviewed and approved by the Lessor. Title to the buildings erected by the Lessee shall remain with the Lessee and shall be transferable.

3. The term of the lease shall be for a period of thirty years commencing on January 27, 1993. Conditioned upon the faithful performance of the terms and provisions herein. Lessor will notify Lessee thirty (30) days prior to expiration. Further, at the time of such written notice and election, Lessee shall make full payment in advance of the following year's rent.

4. The Lessee agrees to pay to the Lessor for the use of the premises, rights and easements herein provided for, a yearly rental of thirteen cents (.13) per square footage of the building or a minimum of \$330, whichever is greater, payable yearly in advance. It is understood and agreed that the rental rate herein specified shall be subject to reexamination and

readjustment at the end of each one year period of this lease, provided that any readjustment of said present rates or as same may be amended hereafter, shall be reasonable.

5. FOR NEW CONSTRUCTION. The Lessee agrees to pay the Lessor a one time site preparation fee of five hundred dollars (\$500.00). This fee must be paid prior to the start of any construction on the prepared hangar site. Funds to be dedicated to airport improvements.

6. The Lessee shall have the right to the nonexclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft, the right of ingress to and egress from the demised premise, which right shall extend to Lessee's employees and guests; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the takeoff, flying and landing of aircraft.

7. The Lessee agrees that the demised premises are to be used for the noncommercial storage of his or its own private aircraft and related accessories, and, in addition, the Lessee may store other personal, nonbusiness-related property on the demised premises; provided any stored items do not constitute a hazard to other Lessees or to the Lessor. It is further agreed that Lessee must continuously during the term hereof occupy and use the premises primarily for the purpose of storing his or its private aircraft and related accessories, except during any time when the premises may be untenable by reason of conditions beyond Lessee's reasonable control.

8. Gasoline, oil and other highly inflammable material of all kinds kept on said premises shall be kept in a safe and suitable manner CONSISTENT WITH CURRENT APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS. One ABC fire extinguisher shall be required.

9. The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.

10. The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, his agents, employees or guests and from all loss or damages by reason of such acts or omissions.

11. The Lessee will maintain the structures occupied by him and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building or restore the leased land to its original condition, or remove the damaged building and restore the leased area to its original condition; such action must be accompanied within one hundred twenty (120) days of the date the damaged occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

12. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

13. Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which may be erected on lands leased exclusively to him.

14. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

15. Failure on the part of Lessee to pay the rent hereunder within thirty (30) days after the date it comes due, shall authorize Lessor, at its option and without legal proceedings to declare this lease void, cancel the same, and re-enter and take possession of the premises.

16. If Lessee shall violate any of the restrictions in the lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises.

17. Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor and, if this Lease and any improvements on the premises are mortgaged or pledged as a security for a loan, without written approval of the lender. Lessee may assign the Lease or deliver possession of the premises, including any improvements thereon, to the lender or its successors in interest if Lessee defaults in any mortgage or loan agreement for which the Lease and improvements on the premises are pledged as security, and, in such event, the lender, or its successors in interest may transfer this Lease or possession of the premises to a successor Lessee. Nothing in the Lease shall prevent the Lessee from executing and recording a mortgage or other security instrument as may be necessary to obtain financing for the construction or improvement of a swelling and related structures, or shall prevent a lender from foreclosing or instituting other appropriate proceedings under law in the event of default on any mortgage or other loan agreement by the Lessee.

18. Lessee shall comply with all covenants of first party made by Lessor with the federal and state governments whether or not herein contained and shall comply with all federal and state laws and county ordinances pertaining to the operation of said airport.

19. Lessor shall have the right to cancel this lease by giving thirty (30) days written notice served upon Lessee at his address after the happening of any one of the following events:

- (a) The Lessor's proceeding with airfield improvements which would require a portion or all of the Lessee's parcel.
- (b) Filing by the Lessee of a voluntary petition and bankruptcy.
- (c) The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.

- (d) The taking by a court of competent jurisdiction of Lessee's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- (e) The appointment of a receiver for Lessee's assets.
- (f) The divestiture of Lessee's estate herein other than by operation of law.
- (g) The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee and the failure of Lessee to remedy such default upon demand after receipt from Lessor of written notice to remedy the same.

20. Lessee shall have the right to cancel this lease by giving thirty (30) days written notice served on the Lessor (Mayor) at the Tower City Hall, Tower, MN., on or after the happening of any one of the following events.

- (a) The Lessor's proceeding with airfield improvements which would require a portion of all of the Lessee's parcel.
- (b) The inability of the Lessee to use for a period in excess of thirty (30) days the airport or any part thereof needed to operate his aircraft arising because of the enforcement of any order, rule, regulation, or other action or nonaction of the federal, state or county aviation authorities.
- (c) The default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of a written notice to remedy the same.
- (d) The taking over by the federal or state government of the operation, control, or use of the airport and its facilities or any substantial part, or parts, thereof, in such manner as to substantially restrict Lessee for a period of thirty (30) days from operating his aircraft.

21. Upon expiration or termination of this lease or any renewal thereof, Lessee's rights to use the lot shall forthwith terminate and the Lessee shall peacefully surrender possession to Lessor. Lessee shall have the right to remove his personal property with fifteen (15) days after termination, provided Lessee has made a financial settlement with Lessor and provided that any damage caused by the removal of personal property shall be repaired. If said personal property is not removed, it shall become and remain the property of Lessor, at its option.

22. Lessor agrees to provide snow removal services to the Lessee's leased premises in the hangar area except directly in front of Lessee's hangar on Lessee's lot.

23. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or

hindrance. If the hypothetical development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee.

24. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in the regard.

25. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

26. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for development of the airport.

#### 27. Miscellaneous Provisions

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

(b) Severability. If a provision hereof shall be finally declared void or illegal by a court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with original intent of the parties.

(c) Notice. Any notice given by one party to the other in connection with the Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Lessor, addressed to: City of Tower  
PO Box 576  
Tower, MN 55790

2. If to Lessee, addressed to: Richard J. Baratta  
1019 Grant Ave  
Eveleth, MN 55734

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

(d) Governing Law. This agreement is to be construed in accordance with the laws of the State Minnesota.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, in the City of Tower.

LESSOR:

BY: \_\_\_\_\_  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Clerk/Treasurer

LESSEE:

By: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, a notary public with and for said County, personally appeared \_\_\_\_\_ to me known to be the person described in the who executed the same as a free act and deed.

\_\_\_\_\_  
Notary Public