

City of Tower
City Council
Regular Meeting
October 12, 2020
Monday @ 5:30 PM
Civic Center and Electronic Meeting via GotoMeeting

1. Call to Order / Roll Call
2. Accept Agenda
3. Accept minutes of the September 14, 2020, 2020 Regular Council meeting
Accept minutes of the September 28, 2020 Special Council meeting
Accept minutes of the October 1, 2020 Council Working session
4. Public Input
5. Correspondence
6. Consent Agenda
 - 6.1 Reports
 - 6.2 Resolution 2020-032 Election Specific CARES Act
 - 6.3 Resolution 2020-033 Appoint Election Judges, General Election
7. Unfinished
 - 7.1 Hoodoo, Long-term Dock Renewal Request (Schweiberger)
 - 7.2 Resolution 2020-03X Certifying Unpaid Utility Bills against Property Taxes
 - 7.2.1 Public hearing of affected property owners
 - 7.3 Budget FY2021
 - 7.4 Human Resources, Personnel Policy
 - 7.5 Ambulance Disposition
 - 7.6 Propane Bid
8. New Business
 - 8.1 Former City Riverside Dump Related Request
 - 8.2 Ambulance, EMT/EMR Payrate/Benefits
 - 8.3 Sewer, Main Repair Quotes
 - 8.4 Grant Opportunities / Management
 - 8.5 Grants, MN State Fire Marshall, Gear Washer/Extractor/Dryer
 - 8.6 Grant, County Aquatic Invasive Species Prevention
 - 8.7 Clerk/Treasurer Capacity / Priorities

9. Pay the Bills

10. Adjourn

City of Tower: Regular City Council Meeting October 12, 2020
Mon, Oct 12, 2020 5:30 PM - 8:30 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/805354405>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 805-354-405

Posted 10/09/2020 at 12:00pm
By Clerk/Treasurer Ranua



CITY OF TOWER
Regular City Council Meeting Minutes
 Civic Center and e-GoToMeeting

September 14, 2020

1. Call to Order / Roll Call

Mayor Kringstad called the meeting to order at 5:30pm.

Present: Councilor Kevin Norby, Councilor Sheldon Majerle, Mayor Kringstad, Councilor Mary Shedd, Councilor David Setterberg

Staff Present: City Attorney Mitch Brunfelt, Ambulance Director Dena Suihkonen, Fire Chief Paige Olson, Clerk/Treasurer Victoria Ranua

Others present: John Bassing*, Joan Broten, Marshall Helmberger, Nancy Larson, Lee Peterson*, Dave Rose, Lisa Sanderson, Keith Scheweiberger, and three unidentified attendees*

*e-attendee

2. Accept Agenda

A motion by Setterberg to accept the agenda. Second by Norby. Motion carried unanimously, with Shedd absent from vote.

3. Accept minutes

A motion by Setterberg to accept the minutes of the July 13, 2020 Regular Council meeting, the August 5, 2020 Special Council meeting, and the August 10, 2020 Regular Council meeting. Second by Majerle. Motion carried unanimously, with Shedd absent from vote.

4. Public Input

Joan Broten (Tower) spoke about questions and concerns surrounding former Riverside Dump and plans to develop the area by Dave Rose.

Dave Rose (New London) spoke on behalf of himself and his neighboring property owner, Geoff Griffin, about being informed by City and Minnesota Pollution Control

Agency (MPCA) staff on the need to perform testing on their property which overlaps with the former Riverside Dump location in order to make certain permit and enforcement decisions. Dave made a statement that he feels its unfair that he must pay the \$5,000-\$10,000 for the testing, when the City was informed by the MPCA about the need to perform these tests prior to development in 2016. He stated that if he does the testing, he then assumes the liability.

Nancy Larson (Soudan) spoke about importance of the Council encouraging the utility users filling out the current income survey to help the City apply for grants, like the Community Development Block Grant (CDBG), that apply to low-to-moderate income communities.

5. Correspondence

Tower Cemetery Association in a letter dated August 28, 2020 inquiring if the City of Tower intended to continue to support the association.

The Prospector Trail ATV club issued an undated letter of thanks for recent permission to improve City trails with the assistance of City staff.

6. Consent Agenda

A motion by Shedd to accept the consent agenda. Second by Norby. Motion carried unanimously.

7. Unfinished Business

7.1 Human Resources, Personnel Policy

7.2 Human Resources, Performance Review

Councilor Setterberg and Clerk/Treasurer Ranua gave an overview of efforts to adopt a Personnel Policy and Performance Review standards.

Setterberg made a motion have a working session to discuss a Personnel Policy and Performance Reviews in the next two weeks. Second by Norby. Motion carried unanimously.

7.3 Report ad-hoc Pre-Compliance Blight Committee

The ad-hoc Pre-Compliance Blight Committee gave a report on the status of their efforts which have only met with partial success. Next step for properties is to issue a Compliance Order (Citation), but City has no Blight Enforcement Officer.

A motion by Shed to appoint Kringstad as City Blight Enforcement Officer. Second by Majerle. Motion carried unanimously.

7.4 Report, Audit Management Workgroup Report

Councilor Setterberg gave an overview of the efforts to address various audit management points. Informational only.

7.5 Propane Bid Opening

The City received two sealed propane bids, each which differed slightly.

Como: \$1.049/gallon, no delivery fee, no tank swap needed, kept on keep-fill status

Superior Fuel: \$0.959/gallon, \$3.98 delivery fee, new install at airport \$199.00 + 10 feet copper line, tank swap within 2 weeks of paperwork execution.

The Council tabled this analysis for further review due to City Attorney needed to leave.

7.6 Cell Tower Lease

City Attorney Brunfelt verbally gave Council an analysis of the current American Tower lease agreement. Stating that our current terms are good the proposal presented by American Tower in Fall 2019 does not need to be acted on. That proposal was also a perpetual easement. Even with our City Charter provision against perpetual easement, the attorney did not recommend a perpetual easement. We also received a proposal from Tower Point (Atlanta, GA) for a long-term lease buyout.

8. New Business

8.1 Ambulance, Status of Vehicles

A motion by Shedd to declare the 2011 GMC Ambulance surplus equipment. Second by Majerle. Motion carried unanimously.

Ambulance Director Suihkonen will get a valuation on the vehicle to for the Council to evaluate the disposal method.

A motion by Setterberg to pursue CARES ACT funding for one or two ambulances. Second by Majerle. Motion carried unanimously.

8.2 Airport, Seaplane Noise Abatement

Airport Manager John Burgess presented an overview of noise abatement procedure approved by the Airport Commission. This procedure will be included in a MNDOT publication sent out to all pilots. Informational only.

8.3 Fire, Post Officer Positions

A motion by Shedd to post Assistant Fire Chief and Captain positions. Second by Setterberg. Motion passed unanimously.

8.4 Data Practice Policy

A motion by Setterberg to adopt a data practice policy. Second by Norby. Motion passed unanimously.

8.5 Grant Writing

Reviewed an unsolicited proposal by Community Coaching for grant writing services for needed identified by our emergency responders. Half of the cost can be covered by an IRRR grant, and more can be secured by certain grants. New ambulance cost over \$200,000 and some ambulance equipment around \$25,000 or more.

A motion by Shedd to accept proposal by Community Coaching for grant writing. Second by Norby. Motion carried unanimously.

A motion by Majerle to accept Resolution 2020-03X Authorizing IRRR funding for Grant Writing. Second by Setterberg. Motion carried unanimously.

8.6 Resolution 2020-03X Certifying Unpaid Utility Bills against property Taxes

Clerk/Treasurer Ranua presented delinquent utility accounts. If the Council approves the presented resolution at the October City Council meeting after a hearing of any delinquent users, the delinquent amounts of over \$19,000 will be

certified against their respective property taxes. Some Councilors noted that this was not the most effective tool to get delinquent accounts rectified.

8.7 Public Works, Sidewalk Proposal

There is a \$50,000 IRRR Streetscapes Grant with a balance of \$30,000 to make improvements around highly visible sections of the City. This was gained by using the matching City funds allocated for the improvements around the Scenic Rivers Clinic and Tower-Soudan Elementary School on Spruce Street and 2nd Street North.

A motion by Setterberg to approve the quote by CC Winger for \$29,000 to replace the sidewalks at the Civic Center and City Hall. Second by Majerle. Motion passed unanimously.

8.8 Hoodoo, Long-term Dock Renewal Request (Schweiberger)

A motion by Setterberg to table the dock lease request by K. Schweiberger. Second by Norby. Motion passed unanimously.

8.9 Budget FY2021

A motion by Shedd to have the Clerk/Treasurer present a budget by September 22, 2020 to be reviewed at Special Meeting for September 28, 2020. Second by Setterberg. Motion carried unanimously.

9. Pay the Bills

A motion by Shedd to pay the bills. Second by Kringstad. Motion carried unanimously.

10. Adjourn

A motion by Majerle to adjourn.

Respectfully submitted,

Victoria Ranua
Clerk/Treasurer

CITY OF TOWER
Regular City Council Meeting Minutes
July 13, 2020

Approved by Council on:



CITY OF TOWER
Regular City Council Meeting Minutes
 Civic Center and e-GoToMeeting

September 28, 2020

1. Call to Order / Roll Call

Mayor Kringstad called the meeting to order at 5:30pm.

Present: Councilor Kevin Norby, Mayor Kringstad, Councilor Mary Shedd, Councilor David Setterberg

Absentee: Councilor Sheldon Majerle

Staff Present: Clerk/Treasurer Victoria Ranua

Others present: Steve Altenburg, Marshall Helmberger, Jeff Hill*, Lee Petersen, Randy Pratt, Julie Pratt, and three unidentified attendees*

*e-attendee

2. Business

2.1 FY2021 Budget

Setterberg made a motion to keep the 2020 proposed tax levy the same as 2019 final tax levy in the amount of \$394,761. Second by Shedd. Motion passed unanimously.

2.2 Campground Manager Contract, departure date

The Hoodoo Point campground closes annually on October 1. Afterwards the water is shut off and the lines are flushed to prevent damage from freezing temperatures. The contract states that the manager will live at the campground in the space provided, but this is before and after water has been turned on or off.

A motion by Kringstad to clarify the April 15 and October 15 departure dates within the campground manager contract to mean adequate time necessary to open and close the park. Second by Shedd. Motion passed unanimously.

The campground manager will depart this year after blowing out the waterlines. This may be memorialized in a contract amendment at the later date.

3. Adjourn

A motion by Setterberg to adjourn.

Respectfully submitted,

Victoria Ranua
Clerk/Treasurer

Approved by Council on:



CITY OF TOWER
Working Session City Council Meeting Minutes
Civic Center

October 1, 2020

1. Call to Order / Roll Call

Mayor Kringstad called the meeting to order at 5:30pm.

Present: Councilor Kevin Norby, Mayor Kringstad, Councilor Mary Shedd, Councilor David Setterberg, Councilor Sheldon Majerle

Staff Present: Clerk/Treasurer Victoria Ranua

Others present: Steve Altenburg

2. Business

Council reviewed, section by section, a DRAFT City Personnel Policy, based on a League of Minnesota Cities template that has been slightly modified for application within the City of Tower. Councilor members and the Clerk/Treasurer made suggestions for the changes. Council to evaluate updated Personnel Policy at next regular meeting.

3. Adjourn

A motion by Majerle to adjourn.

Respectfully submitted,

Victoria Ranua
Clerk/Treasurer

Approved by Council on:

AIRPORT MANAGER REPORT TO THE CITY COUNCIL

September 2020

September means everyone begins preparing for the winter months. The airport has been busy with scenic rides around the lake looking at the leave colors. This year has been one of the prettiest years we've seen.

The storage building construction has been moving forward, but the building is going to be shipped the end of November, later than expected. I will be giving more updates as we follow the progress.

We created a Notam for the airport for birds and deer near the runway that will be extended until November 15.

Discussions for noise abatement at the seaplane base are ongoing, with new ideas being presented.

COMMITTEE/COMMISSION/DEPARTMENT/AUTHORITY/BOARD: Tower Ambulance Commission

Date Report Received: 10-12-2020 **Date Amended (if applicable):**

Date Approved by Council:

Submitted by: Director Suihkonen

Contact info: ambulance@cityoftower.com

DATE OF MOST RECENT MEETING/CONFERENCE CALL: 10-05-2020

Chair and Members Present: Suihkonen, D, Tower Area Ambulance Director; McCray, L, Eagles Nest Township, Tekautz, C, Breitung Township. Anderson, P, Vermilion Lake Township; Deluca, C, Tahija, L, Greenwood Township; Kannas, J, Damm, J, Fortune Bay; Villebrun, J, Bois Forte

Members Absent: City of Tower, Kugler Township, Embarrass Township

Community Members present: Rauna, V, Tower Clerk Treasurer, Setterberg, D, Tower City Councilman, Kringstad, O Mayor City of Tower, Summit, J, Timberjay; Sikora, A, Tower News, other community members.

DATE OF NEXT MEETING 01-04-2021

COMMITTEE ACTIVITY (HIGHLIGHTS) The commission and those present were treated to a tour of the new 2021 Lifeline Ambulance. We spoke on the possibility of created a new ambulance replacement agreement and with that tabled until next meeting. The committee members all stated they would be recommending the payment of the subsidy. The disposition of the 2011 GMC was spoke of and we will keep them up to date and request approval of any decisions.

COMMITTEE/COMMISSION/DEPARTMENT/AUTHORITY/BOARD: Tower Ambulance**Date Report Received: 10-12-2020 Date Amended (if applicable):****Date Approved by Council:****Submitted by: Director Suihkonen****Contact info: ambulance@cityoftower.com****DATE OF MOST RECENT MEETING/CONFERENCE CALL: 09-21-2020****Chair and Members Present: Suihkonen, D, SuihkonenO, Heglin, Jacobson, Schmidt J, Schmidt S, Tichel, Martin, Dicastmirro, Freshour, Boettcher****Members Absent: Battin, Dowden T, Dowden D, Strong K, Calson, Burgess, Northrup, Peterson, Nelson, Gilbert, Gianlorenzi,****DATE OF NEXT MEETING 10-19-2020****COMMITTEE ACTIVITY (HIGHLIGHTS) We spoke on the importance of everyone showing up for calls. Our volume is increasing and with that we need everyone to please start answering pages. Advised that new ambulance would be coming within next month and with that we would be having vendors in for training on the new equipment. We spoke on some of the runs we had had and things down well etc.****Training: EVOC training, Matt Tichel Training Officer took us through the expectations and then we were taken through a course to assess our driving skills.**

EMT	
Altenburg, S	40
Battin, J	0
Dowden, D	107
Dowden, T	87
Freshour, Steve	161
Gianlorenzi, C	38
Gilbert, H	24
Hannan, M	0
Heglin, A	11
Jacobson, K	0
Nelson, P	12
Schmidt, J	58
Schmidt, S	32
Suihkonen, D	127
Tuchel, M	44
Villebrun, J	2

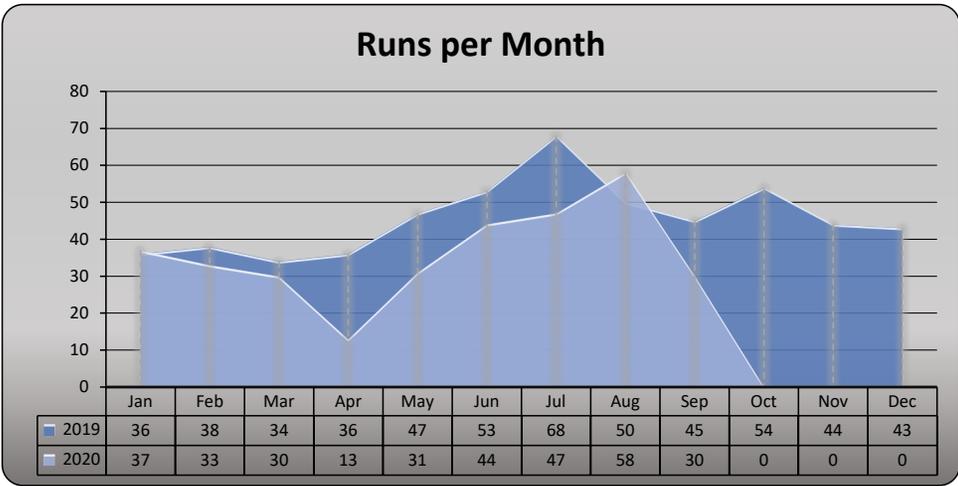
Origin	
Tower	66
Breitung	38
Greenwood	57
Fortune Bay	35
B.F. Reservation	48
Embarrass	6
Eagles Nest	12
Kugler	1
Vermilion Lk	19
Other	3
Ely Hos.	10
ESS Virginia	6
Cook Hos.	7
Hibbing Hos.	2
ESS N. Pines	0
Local Clinics	13
Grand Total	323

Asst. Agencies	
Breitung PD	30
Tower/Breitung	19
Fortune Bay	31
Eagles Nest	13
Ely	3
Embarrass	7
Greenwood	129
Pike/Sandy	3
Nett Lake/BIA	28
Sheriff Dept	37
State Patrol	8
Vermilion Lake	27
Virginia	17
Air Medical	8
Other	4

Destination	
Ely Hospital	15
Ess Virginia	119
Cook Hospital	41
N. Pines Aurora	1
UMCM Hibbing	0
Ess Duluth	17
Millier Dwan	3
St Lukes	6
Metro	0
Intercept	11
Air Medical	7
Other	3
No Transport	99
Tower	1
Grand Total	323

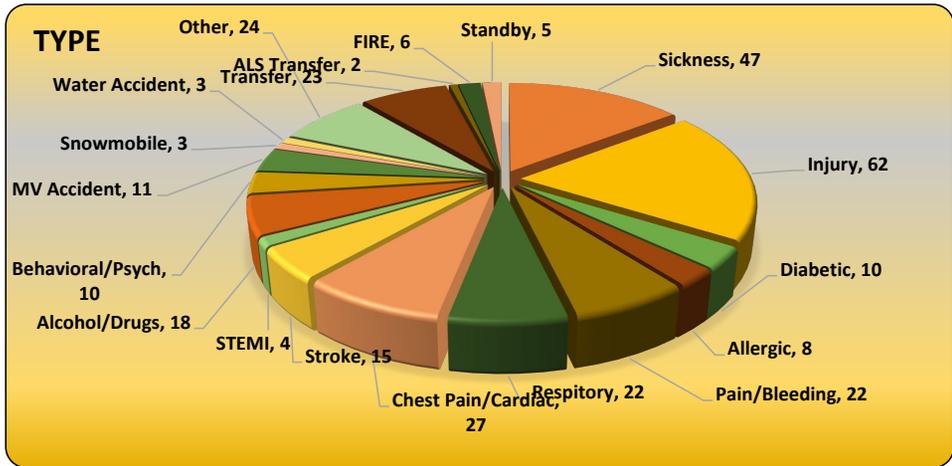
Tower Ambulance Monthly Run Report

323 Total runs in 2020



Emr Staff	
Boettcher, D	69
Burgess, S	8
Dicasmirro, R	12
Larsen, M	5
Martin-Joki, T	9
Matic, B	0
Northrup, M	0
Nylund, D	1
Peterson, S	13
Strong, Kristal	47
Suihkonen, O	30

Time of Day	
12 AM - 1 AM	6
1 AM - 2 AM	7
2 AM - 3 AM	9
3 AM - 4 AM	3
4 AM - 5 AM	6
5 AM - 6 AM	3
6 AM - 7 AM	10
7 AM - 8 AM	8
8 AM - 9 AM	18
9 AM - 10 AM	22
10 AM - 11 AM	20
11 AM - 12 PM	17
12 PM - 1 PM	11
1 PM - 2 PM	20
2 PM - 3 PM	14
3 PM - 4 PM	26
4 PM - 5 -PM	15
5 PM - 6 PM	15
6 PM - 7 PM	15
7 PM - 8 PM	19
8 PM - 9 PM	17
9 PM - 10 PM	20
10 PM -11 PM	13
11 PM - 12 AM	8



MEETING DATE: October 8th, 2020

AGENDA ITEM:

PREPARED BY: Paige Olson, Fire Chief

AGENDA ITEM: Reports: Fire Department

DISCUSSION:

Training: We will be conducting Hose testing this month to see if all the hose we have is useable or if we need new.

Equipment: The new gear arrived!

The brush truck will be staying inside and is currently only being used as a personnel hauler as the pump is seized up from sitting outside, calling around to get prices on a whole new skid unit for the truck. This would replace all the cabinets, hose reels, pump, tank, etc. As the skid unit is in rough shape as well and very rusted.

I have applied for a grand through the Minnesota State Fire Marshal for an Extractor and a Dryer so we can wash our gear, as our gear has never been washed because we do not have the equipment to do so. The Tower Fireman's relief association

Made a purchase request for Lockers. 2 different quotes for the same lockers. They are mobile, so we can move them around to make room if we need to. The ones we have now are not easy to clean and take up too much room as we cannot park PT-1 in the hall and go behind it to get dressed because of the tight space.

Firefighters did a Fire Prevention presentation at the elementary school on 10/08/2020 for all grades. We put together bags of fire prevention stuff and they each can go home with one.

Firefighters also did a Fire Prevention presentation at the Vermilion country school and they will be getting backpacks and water bottles for their goodies. Mandy is putting together a PowerPoint presentation and will be talking about what we did for training. We will let them explore the truck as well as getting a feel of holding a fire hose squirting water.

We will also be conducting a coloring contest for the elementary school. K-3 will have a picture to color and 4-6 will have a picture to draw. We will pick a winner from each class and we have backpacks and water bottles for prizes and will be getting a healthy snack for them as well.

City of Tower Grants Management Report
September Activity
October 12, 2020 Council Meeting

LCCMR Grants – Harbor Trail (Phase 1) and Trailhead and Habitat (Phase 2)

The City's M.L. 2016 grant (Phase 1) and M.L. 2017 grant amendment requests were approved by the LCCMR commission on January 16, 2020. Full reimbursement made to M.L. 2016 grant and that grant is closed.

- *LCCMR ML 2017 grant still in limbo until legislators approve the 2020 ENTRF funding bill which includes the grant technical revision and September time extension.*
- *Currently only the term is extended to June 30, 2021.*
- *If another State Special Session is held it may be approved.*
- **Phase 2 Amendment to extend the term to June 30, 2021 executed by Mayor and Clerk**
- **Contractor completed the punch list – City will make final project payment**

Airport Grants

- **2018 Grant – Guidance Sign and Windcone**
 - Waiting for the project closeout report from SEH
 - **No further activity reported – Still waiting for closeout report from state**
 - **City should automatically be reimbursed balance of grant by the State when closed out**
- **2019 Grant – Crack Seal Project and SRE Building Design – \$98,353.50**
 - The sealing project is complete and the SRE building design work continues
 - Reimbursement request for \$90,550 submitted to MNDOT FAA
 - **No further activity reported – Still waiting for closeout report from state**
 - **City should automatically be reimbursed balance of grant by the State when closed out**
- **2020 Grant - SRE Building Construction**
 - Grant and contract documents were received by the City
 - 100% of project costs covered by this CARES Act funding
 - **See SEH report on status**

Grants Submitted or Awarded

- A \$3,000 grant request was submitted to Compeer Financial on August 30
 - **\$3,000 award was received for ambulance equipment – capnography unit for respiratory/COVID**

Grant Program Applications

St. Louis County Community Development Grant Program (CDBG)

- The CDBG staff will contact the City when HUD gives final approval to the survey process.
 - **CDBG surveys assembled in August and mailed in September**
 - **CDBG surveys returned have been cross-checked with utility user list**
 - **CDBG staff will tabulate results in October**
 - **Expect results by October 8**

IRRR Community Infrastructure Program

- A \$250,000 request submitted in November by Breitung Township on behalf of the TBWWB for the water treatment plant upgrade will be considered by IRRR later this spring when the City is notified of

the bonding request. A second \$250,000 request will be submitted as advised by DIRRR staff for the water treatment plant and water main improvements project. The grant agreement was executed by Breitung Township.

- ***No activity in September***

IRRR Application Fund

The City can apply to have 50% of grant writing costs reimbursed up to \$3,000 annually. FY20 award covered CDBG and PFA grant work for water treatment plant and water main.

- **2020 Application Fund \$750 reimbursement received – Project is closed out**
- **\$6,000 grant writing proposal approved by city council at September council meeting**
- **Grant writing Application Fund FY21 application for \$3,000 submitted on September 29**
 - **For 3 FEMA AFG grant requests for the ambulance service – COVID related equipment, emergency response equipment; ambulance vehicle;**
 - **In addition for a \$3,000 Compeer grant submitted in August and recently awarded; and a request to be submitted in November Lake Country Power \$2,000 grant for the capnography equipment**

IRRR Residential Redevelopment Program (Demolition Program)

The City is the eligible applicant for residential demolition grants that cover 75% of eligible costs through this IRRR Program. Funding requests to IRRR can be made throughout the year if funding is still available. The City has created program guidelines and advertised this to City of Tower residents.

- ***No requests received from residents in September***

IRRR Main Street – Streetscapes Grant Program

\$50,000 grant received in 2019 for signage at Hoodoo Point and at both entrances to the city; and for sidewalk safety improvements as well as other improvements along Main Street and side streets. The grant term extends to December 31, 2020. City match was sidewalk improvements at the school and medical clinic and city in-kind work by public works staff.

- ***Landscaping work completed***
- ***Solar lights on welcome sign on west entrance completed***
- ***Waiting for sidewalk projects to be completed***
- ***\$50,000 reimbursement request to be made when full project is completed***

Victoria:

As per our contract requirements, please accept this letter as a year in review for Hoodoo Point Campground.

Obviously, the year started very shaky with the COVID-19 situation. The campground was closed for all overnight camping for the month of May which was a big hit to the revenue as we lost opening fishing weekend and Memorial Day weekend. That was slightly offset as seasonal guests were allowed to occupy their respective sites during that time. After being able to finally open in June, overnight camping became very high in demand. In a normal year we would run an occupancy rate for June of 60%, July 83%, August 75% and for September 25%. This year we had 75%, 90%, 90% and 60% respectively. However, with all that being said, if the country returns back to some type of normalcy this next summer, I think it is safe to say so will our revenues.

We had a fairly large equipment purchase for the campground this year. We needed to purchase a new riding lawn mower as the 7 year old rider became too expensive to repair. The current list of equipment inventory for the campground as of now is as follows:

Cub Cadet ZT1 Riding Lawn Mower

John Deere D150 Riding Lawn Mower - will be used for emergencies only

Poulan Gas Powered Weed Whipper

Poulan Gas Powered Push Lawn Mover

Club Car Golf Cart with Dump Bed

The city maintenance crew will be working on creating sloping boat ramps for the beachside boat docks as approved by the DNR. This will allow the putting in and pulling out the boat docks with much easier and with much less stress on the dock structure. It will also allow handicap access to the docks as required by a past DNR Grant.

There are several safety hazards and concerns that currently exist at the campground. We have expressed these many times to past councils and to the past city clerk with no progress being allowed. A large concrete post is coming up in the middle of the children's playground. At this point, we have been just covering it with crushed rock. Many very large potholes are appearing in the campground roads. We have been using several dump truck loads of Class 5 gravel to fill them in but this just a temporary fix. They just reappear bigger the next year. We also have 4 of the 5 street lights throughout the campground burnt out. It makes it very difficult to navigate the grounds while walking with these lights not in working order. As the electric meter is located off the campground, it would be the City of Tower's responsibility to pay for Lake Country Power to replace those bulbs. As stated before, they have been mentioned repeatedly in the past but not to the current administration which in hindsight was handled incorrectly on our side. After being told either no or seeing no progress for so many years, you kind of just live with the current situation.

The complaint we hear most often from campers are the conditions of the bathrooms. Not so much the cleanliness but the condition. Paint is coming off the shower walls and floor. The shower stalls are way too small. The sink cabinet are delaminating. The wall laminate is loosening from the concrete wall backing as the glue is not holding anymore. We have tried re-gluing the sheets but it only lasts a year or less. Overall, the bathrooms and showers need to be redone.

I hope this gives you a brief synopsis of the past year and of the current needs of the campground. If you need any additional information or have any other questions, please don't hesitate to call us at 218-753-6868. Thank you once again for allowing us the privilege of hosting at Hoodoo Point Campground.

Randy and Julie.

**CITY COUNCIL
DEPARTMENT/COMMITTEE REPORT**

COUNCIL MEETING DATE	September 14, 2020 and October 12, 2020
DEPARTMENT / COMMITTEE	Planning/ Zoning Commission
PREPARED BY	Mary Shedd, Planning/ Zoning Commission Chair
DATE OF MOST RECENT MEETING	August 25, 2020
MEMBERS PRESENT	Steve Altenburg, Marshall Helmberger, Joe Morin, Mary Shedd, Michael Shultz,
MEMBERS ABSENT	Joe Morin
OTHERS PRESENT	Orlyn Kringstad
DATE OF NEXT MEETING	September 22, 2020 CANCELLED October 27, 2020
HIGHLIGHTS	These are highlights of the August 25 th meeting
ITEM 1	Zoning Permits Fee Schedule Review
OVERVIEW / BACKGROUND	Project leader Michael Schultz gave a presentation on progress reviewing the City's zoning permit fee schedule. No template exists, but he is checking with other smaller cities to look for comparisons. It will take more analysis to draft a proposed fee schedule. Goal is to have a proposal for next meeting. Next then would be having Commission adopt proposal to send to Council for action.
RECOMMENDATION TO COUNCIL	None at this time.
ITEM 2	Update of City of Tower's Zoning Ordinances 82/80.
OVERVIEW / BACKGROUND	The Commission held a lengthy discussion on progress on the revision of Ordinances 82/80. We noted that it would also make sense to incorporate 83 (Regulating Subdivisions) into the combining of 82/80. Will review Sections 1-3 for the next meeting.
TIMELINE	Fall 20/Winter 21
RECOMMENDATION TO COUNCIL	None at this time, but we will provide the schedule of dates to Council at December regular meeting
ITEM 3	Change of P/Z Regular Meeting Schedule 2021
OVERVIEW / BACKGROUND	Motion was passed unanimously to change the schedule for regular meetings to every other month (instead of every month) starting in Jan 2021, and still 4 th Tuesdays. Where there are pressing issues we would call special meetings.



CITY COUNCIL
DEPARTMENT/COMMITTEE REPORT

RECOMMENDATION TO
COUNCIL

None at this time.

ITEM 4
OVERVIEW/BACKGROUND

Zoning Administrator's Report

- Permit issued to Your Boat Club Nathan for a sign at junction of Hwy 1/169 and Marina Drive. Sign will be on TEDA parcel - leased from TEDA. Site was approved by MN DOT.

- Received inquiry about whether a portion of the retaining wall along the East Two River could be removed to allow boat access to dock. Shedd is investigating question. In consultation with SEH, it may be doable with proper techniques and materials - that is, allow opening but still protect river channel from siltation - . (Same area where Dave Rose wants to remove portions of wall for a boat docks slip.)

- Inquiry about 609 Main St property from someone interested in buying and asking whether it can remain a residence property. Per ordinance, yes, since it has never been used as anything but a residence (taxed only as such). Buyer, however is interested in eventually turning downstairs into a business.

- Rose RV park status: Working with Tony Jeffries. No construction permit given yet as we await site and construction plans from Dave Rose (in process of updating). We are seeking a way to be allow Dave to haul, rather than burn, the slash and timber piled by the road. We are having further discussion with MPCA and Dave relative to recommendation to enroll property in Brownfield program for land development on previously contaminated land. We investigated and further discussed questions on easement held by some residents. Conclusion is a reaffirmation that it is not in City's purview to manage.

City is required to submit quarterly house starts to State:
Last two quarters, no new starts.

None at this time.

RECOMMENDATION TO
COUNCIL



BREITUNG POLICE DEPARTMENT

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

PHONE: (218) 753-6660

41 1ST AVE • P.O. BOX 6

DAN NYLUND

FAX: (218) 753-2407

SOUDAN MN 55782

CHIEF OF POLICE

August 2020

CALLS: 310

CITATIONS/FORMAL CHARGES: 6

MONTHLY MILEAGE: 2,251 (TAHOE: 1251 EXPLORER: 1085)

SQUADS: Current end of the month mileage for the Gold 2012 Chevy Tahoe (Tower) is **100,665**. Current end of the month mileage for the 2017 Ford Explorer is **30,825**. Tahoe had new tires installed.

ADDITIONAL SHIFTS: During the month of August the Breitung Police Department worked 2 TZD shifts.

TRAINING: N/A

MISC: Please continue to check with the CDC for Covid 19 updates.

CALL SUMMARY

CITATIONS/FORMAL CHARGES/ARRESTS:

- 2 DWI - 1 Citation 1 waiting results
- 1 Unlawful passing - Citation
- 3 Speed - Citation



[facebook.com/breitungpolicedept](https://www.facebook.com/breitungpolicedept)



[@breitungpolice](https://twitter.com/breitungpolice)



City of Tower City Council
October 12, 2020

FROM: Victoria Ranua, Clerk Treasurer

TO: Mayor and Council members

SUBJECT: Treasurer's Report

BACKGROUND:

ASSETS		LIABILITIES		
Checking Account	Balance*		Balance	2020 Payment
General Checking (XX19)	\$286,944.92	2005A Bond- TIF	\$180,000	\$22,750
Ambulance Checking(X811)	\$42,761.06	2005B Bond- TIF	\$75,000	\$8,640
Hoodoo Point Checking (X412)	\$37,394.81	2009 Northstar Addition	\$85,312.5	
Savings Account		2015 Gunderson Trust Harbor Project (Tax Abatement)	\$208,000	\$16,747.50
Ambulance Vehicle (XX58)	\$19,051.47			
Sick Leave (XX53)	\$15,024.17	2018 Bond- Parks and Recreation (Hoodoo Sewer)	\$421,000	\$37,422.50
Fire Department (1954)	\$3,705.72	2019 LCM Claim	\$200,000	\$50,00
Streets (XX57)	\$2,830.79	2020 Temp Gen. Obligation Utility Bond (Paid by TBWWB)	\$253,000	\$3082.03
Police Car (XX59)	\$2,830.72			
Gundersen Trust (XX50)				
Tower Economic Development Authority (TEDA)				
Checking	\$27,220.34			
StoreFront Loan Savings	\$12,502.69			
			Balance	2020 Payment
Total	\$450,266.69	Total	1,422,312	\$88,642

*Balances of the preceding month's bank statement

RESOLUTION 2020-XXX

A RESOLUTION ACCEPTING COUNTY CARES ACT ELECTION ALLOCATION AND PROVISION OF CARRES ACT GRANT

Motion by: _____ Second By: _____

WHEREAS, The St. Louis County Board passed Resolution 20-457 on September 22, 2020 accepting a federal CARES Act block grant to aid in the administration of the 2020 General election; and

WHEREAS, this resolution used the default allocation mechanism as determined by the Office of the Secretary of the State to determine the City of Tower’s allocation of \$918; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF TOWER, MINNESOTA as follows:

1. Acknowledges that \$918 will be provided by the County to the City of Tower under the CARES Act grant to which the County is the Grantee, and
2. Acknowledges that City is subject to the provisions of paragraphs 1 through 5, 7 through 11 and 13 through 15 of the 2020 CARES Act Grant Agreement as if it were the Grantee.

Passed and adopted by Tower City Council this 12th day of October 2020.

VOTE	Kringstad	Norby	Majerle	Shedd	Setterberg
Aye	<input type="checkbox"/>				
Nay	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>				
Absent	<input type="checkbox"/>				

Orlyn Kringstad
Mayor

Attested by:

Victoria Ranua
City Clerk/Treasurer

Authorized Uses of the CARES Act Funding

The use of the CARES Act funds is restricted by both Federal and State law. Federal law requires that the funds be used to *“to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.”* State law further limits the uses of the funds to six broad categories for which the funds can be used, including:

- (1) ensuring the health and safety of election officials and in-person voters, including the purchase of sanitation and disinfectant supplies;
- (2) public outreach and preparations for implementing social distancing guidelines related to voting, including additional signs and staff;
- (3) facilitation, support, and preparation for increased absentee voting, including voter education materials, printing, and postage;
- (4) preparation of training materials and administration of additional training of local election officials;
- (5) preparation of new polling place locations; and
- (6) purchasing an electronic roster system meeting the technology requirements of Minnesota Statutes, section 201.225, subdivision 2, along with equipment necessary to support the system.

Minnesota law also specifies that a political subdivision is eligible to use the funds for no more than 75 percent of the total cost of purchasing an electronic roster system and necessary support equipment, and no more than 80 percent of the total cost of any other authorized activities.

Election Specific CARES Act Funds Q & A

Federal Purpose Requirement:

Q. Can I use these funds on new expenses that are unrelated to the pandemic but would improve the safety of polling places?

A. No, with CARES Act funds you can only cover costs that you are incurring as a result of the pandemic.

Q. Our jurisdiction is facing a budget shortfall, can I use these funds pay the salary of my staff or supplant other costs of my division.

A. No, with CARES Act funds they must be used to pay for costs being incurred because of the pandemic or in response to the pandemic. Examples of allowable costs in this context could include cleaning supplies and protective masks for staff and poll workers, resources to meet an unanticipated increased demand for absentee ballots in response to COVID-19, and temporary staff to process the increased absentee ballot demand. Allowable costs would not include those that are currently paid with state or local election jurisdiction funds, such as the regularly anticipated demand for mail or absentee ballots.

Staffing Costs:

Q. Can I use the CARES Act funds to pay overtime costs for employees or to pay temporary employees if those cost are associated with the increase in absentee balloting due to the pandemic?

A. Yes, the overtime costs and temporary staff costs are allowable as long as the staff are working on activities related to the pandemic. If staff time is going to be paid through CARES Act funds, the jurisdiction should document the time spent on pandemic response.

Q. Can the CARES Act funds be used to bring back furloughed employees from other areas of my jurisdiction if they are brought back to work on increased elections work due to the pandemic?

A. Yes, if the staff are coming back to work on activities related to the 2020 federal elections as a result of the pandemic, the costs would be allowable. For example, if they are needed to manage printing unanticipated large numbers of ballots or processing an increase in absentee materials due to the pandemic.

Q. Can I use CARES Act funds to pay all of my election judge's salary?

A. No, you can only use CARES Act funds to pay costs incurred as a result or in response to the pandemic. So you could not pay your regular election judge salary from the CARES Act funds. However, you could use CARES Act funds to pay any necessary increase in election judge wages in order to attract a sufficient number of election judges. Further, if you have to hire additional election judges or staff to assist with pandemic-related items (cleaning, traffic flow to ensure social distancing, etc.) that individual's salary could be paid from the CARES Act funds.

Election Judge Training:

Q. I am using the on-line election judge training put on by Seachange for the first time this year due to COVID. Will the setup cost and the cost per election judge be an expense I can use towards this grant as I would not have gone this direction and still offered in person training had it not been for COVID?

A. Yes, additional costs states or local governments incur to conduct virtual trainings and other activities vital to improving the administration of federal elections, can be claimed under the grant.

Q. I have also setup all of my clerk and head judge training through my webpage due to COVID. Could I use a portion of my time that it took me to set that up?

A. Yes, because the costs are due to COVID. However, any staff time that is paid as COVID time must be for tasks in direct response to the pandemic and must be documented.

Printing Costs:

Q. My jurisdiction has incurred costs to communicate changes in absentee balloting rules that resulted from the pandemic. Can we use CARES Act funds to cover those costs?

A. Yes, costs to communicate changes in voting processes due to the pandemic are allowable costs.

Q. My jurisdiction is printing and mailing information about how to safely vote from home, is that an allowable cost?

A. Yes, however general “get out the vote” or other materials designed to increase voting that are unrelated to the pandemic eligible for CARES Act funds.

Polling Place Costs:

Q. We need to move polling places from assisted living facilities to other sites associated with senior citizens and may need to lease the new space. Can we use CARES Act funds to cover those costs?

A. Yes, unanticipated costs to lease polling facilities are allowable costs.

Q. I need to install some temporary Plexiglas barriers, are those allowable costs?

A. Yes, additional equipment to improve the health and safety of the polling place in response to the pandemic is eligible for CARES Act funds.

Q. The state is providing a quantity of masks, sanitizer, and disinfectant. I would like to purchase additional protective equipment for election judges and voters. Are those expenses eligible for CARES Act funds?

A. Yes, although the state is providing some safety and protective equipment, the jurisdiction is free to purchase additional equipment (gloves, face shields, etc) using CARES Act funds.

Equipment Costs:

Q. We expect to receive a much higher percentage of absentee ballots and need to purchase more automated letter opening equipment and scanners. Can we use HAVA funds to purchase more equipment? Can we lease the equipment?

A. Yes, those would be allowable costs, with the caveat that you need to ensure the costs are allocated to the grant in appropriate proportions. If you decide to lease the equipment, you must also follow requirements in Section 200.465 of 2 CFR which outline circumstances you should consider in determining whether to lease or buy the equipment.

State Required Match:

Q. Are their stipulations on what funds can be used for the match?

A. No, there are no stipulations on what funds can be used for the match.

Q. Can we use our general local government CARES Act funding for the match?

A. Yes, the general local government CARES Act funding can be used for the match.

Q. Do I need to have my jurisdiction separately allocate funds for the match, or can I use already budgeted funds?

A. You can use already budgeted funds. The only requirement under the state legislation is that only 80% of any cost be paid for by CARES Act funds. So, if you want to hire temporary staff to assist with absentee processing due to the increase in absentees in the pandemic, you could simply pay 80% of their salary out of CARES Act funds and 20% out of your general department funds.

Local Agreements:

Q. What is required to be in the written agreement with the municipalities?

A. The only requirement from the OSS is that there be an agreement and that it be memorialized in writing. The requirement that it be in writing is to ensure that there is evidence of an agreement in case a jurisdiction disputes the allocation. The written agreements do not need to be submitted to the OSS, the county must simply certify that there is an agreement. Agreements themselves should be kept, as well as all other documentation, for the full audit period.

**STATE OF MINNESOTA
2020 CARES ACT GRANT COUNTY - MUNICIPALITY AGREEMENT**

This Agreement (hereinafter “Agreement”) is made between St. Louis County, Minnesota (“Grantee”), and the City of Tower, Minnesota (“Municipality”)

Recitals

- 247 Under Minnesota Laws 2020, Chapter 77, section 4, Grantee applied for and received funds as requested in the grant application. Grantee entered into a Grant Agreement, which is attached as Exhibit A and incorporated into this Agreement as described in paragraph 1.3 below.
- 248 Grantee represented that it is duly qualified and agreed to perform all services described in that Agreement to the satisfaction of the State and in accordance with all federal and state laws authorizing these expenditures. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee and Municipality agree to minimize administrative costs as a condition of this grant.
- 249 Federal funds for this agreement are provided pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, hereinafter the CARES Act.
4. Grantee is responsible for elections within its county and Municipality operates polling places within its jurisdiction. Both are in need of funds to take the necessary steps to respond to coronavirus, domestically or internationally, for the 2020 election cycle.in a complete manner.
 5. Municipality represents that it has insufficient resources to respond in a complete manner without the grant amount provided pursuant to this agreement.

Agreement

1 Effectiveness of Agreement

- 1.247 **Effective date:** October 2, 2020, or the date all required signatures, have been affixed to the agreement by Grantee and Municipality, whichever is later. No payments will be made to Grantee until this Agreement is fully approved and executed.
- 1.248 **Expiration date:** December 31, 2020, or when all funds applied for and provided to Municipality by Grantee have been expended, or returned to Grantee for transmission to the State pursuant to paragraph 4.4 of the Agreement between Grantee and State, whichever occurs first.
- 1.249 **Application of Terms.** Municipality agrees to be subject to the obligations applicable to Grantee in the Grant Agreement set forth in Exhibit A in the following paragraphs of that Agreement: paragraphs 1 through 5; 7 through 11; and 13 through 16.

2 Municipality’s Duties

Municipality is hereby awarded \$918 from the funds provided by State to Grantee in the Grant Agreement set forth in Exhibit A, and will expend, no later than November 10, 2020, the funds only for the federal and state purposes, in preparations for and the necessary events connected with the primary election to be held August 11, 2020 and the general election to be held November 3, 2020, at which federal offices are on the ballot, and will return all unspent grant funds to Grantee, as described in the Grant Application submitted by Grantee, which is attached as Exhibit B and incorporated into this Agreement, by December 15, 2020. Municipality shall submit, by November 10, 2020, a financial reporting form to the Grantee in the form Grantee must use to report grant expenditures to the State of Minnesota, stating the amount spent from this grant in calendar year 2020 for authorized expenses or electronic roster systems, a description of each expense or purchase, and how much of the grant award is unexpended and is being returned, if any, and the total of the proportionate match required by Minnesota Laws 2020, Chapter 77, section 4.

3. Authorized Representative

Grantee's Authorized Representative is:

Phil Chapman, Deputy Auditor

100 N. 5th Ave W, 214

Duluth, MN 55802

218-726-2445

chapmanp@stlouiscountymn.gov

Municipality's Authorized Representative is:

Name _____

Title _____

Physical/Mailing Address: _____

Telephone _____

Email _____

Grant payment will be made to:

City of Tower, Minnesota

Federal ID Number: _____

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

GRANTEE (County) *Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable resolutions or ordinances.*

By: _____

Signed: _____

Title: _____

Date: _____

MUNICIPALITY

Jurisdiction: **City of Tower, Minnesota**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: Grantee
Municipality

RESOLUTION 2020-032

**A RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2020 GENERAL
ELECTION, NOVEMBER 3, 2020**

Motion by: _____ Second By: _____

WHEREAS, Minnesota Statute 204B1.21 subd. 2 requires election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, Minnesota will be hosting a General Election on November 3, 2020; and

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF TOWER,
MINNESOTA** as follows:

1. Appoints the following individuals as election judges, provided that the election judge appointee meets the election judge qualifications and has received the required election judge training by the date of the General Election:
 - a. Pamela Abrahamson, Terri Joki-Martin, Julie Johnson, Marjorie Johnson, Shawn Gawboy, Mandy Northup.
2. Allow the City Clerk to staff polls with appropriate number of election judges and to make substitutions as necessary.
3. Authorizes the election judges to be compensated as required by Minnesota Statute Section 204B.31 subd. 2(4), when said election judges performs any required duty as an election judge.

Passed and adopted by Tower City Council this 12th day of October 2020.

VOTE	Kringstad	Norby	Majerle	Shedd	Setterberg
Aye	<input type="checkbox"/>				
Nay	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>				
Absent	<input type="checkbox"/>				

Orlyn Kringstad
Mayor

Attested by:

Victoria Ranua
City Clerk/Treasurer



CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: October 12, 2020
AGENDA ITEM NUMBER: 7.1
PREPARED BY: Victoria Ranua, Clerk/Treasurer
PRESENTED BY: Victoria Ranua, Clerk/Treasurer
AGENDA ITEM TITLE: Hoodoo, Long-term dock Renewal Request (Schweiberger)
DISCUSSION:

Introduction: Keith Schweiberger has had a lease with the City for over 30 years to access Lake Vermilion. This lease is the last of the over-eighty boathouse leases the City once maintained on Lake Vermilion and East Two River.

History: In the early to mid-1900's the City began leasing space to residents and visitors for boathouses on East Two River and Lake Vermilion. As the City shifted focus, they let the boathouse leases expire and removed boathouse. After the boathouse leases were removed on Lake Vermilion, seasonal campground residents put their own docks out. These seasonals did so without authorization or compensation from or to the City, but with personal benefit. To control this issue and the liability associated with it, the City has all seasonals remove their personal docks. Subsequently, the City purchased four 50-foot docks and currently charge seasonal camper's \$500/side or \$1,000 per dock to access Lake Vermilion.

Current Circumstances: The current leasee, who has duly paid his lease over the years, would like to continue to lease lake access to Lake Vermilion from the City for dock purposes. The current space is located within the Hoodoo Point Campground Area.

The City has no comprehensive plan guiding decisions on the use of City lands on Lake Vermilion, other than generating revenue. In a 2019 decision to increase the seasonal camping rental term limits, the City enacted a 10-year limit with, existing leasees "grandfathered in" and were not subject to the term limit.

ATTACHMENTS: Existing lease, unsigned
Boat House Map (undated)

CITY OF TOWER
DOCK LOT LEASE

THIS INDENTURE, Made this 1st day of January, 2016 by and between the City of Tower, a Municipal Corporation, hereinafter called the Lessor, party of the first, and Keith Schweiberger of the County of Saint Louis, State of Minnesota, hereinafter called the Lessee, party of the second part, witnesseth.

That the Lessor leases, lets, and demises unto the Lessee from the date of this instrument until such time as it shall be terminated by thirty (30) days written notice by the Lessor, the following described premises situated in the County of Saint Louis, State of Minnesota that:

Lot 144 Boat House Site as shown on the sketch on file in the office of the City Clerk of the City of Tower, and Lessee agrees to hire said premises from the Lessor for dock space purposes paying the sum of \$500.00 per year, payable by January 31, 2016. This lease expires on this date if the payment has not been received. The Lessee agrees to pay as they become due all taxes and assessments or upon said premises by reason of the use or occupancy thereof by the Lessee under this lease.

Dock space leases are exclusively for docks and docking areas. Building permits are required for any structures or additions to existing docks, etc. No camping is allowed, nor are you allowed to take up residence at your dock. The leased area is not to be used for outside storage such as but not limited to motor homes, mobile homes, equipment, scrap metals, logs, lumber, etc.:

The Lessee in consideration of the execution of this lease and as a condition without which this lease would not have been granted, does hereby release, relieve, acquit, and forever discharge the Lessor, its successors and assigns from any and all liability for the loss or damage which may be sustained by the Lessee, his legal representatives, assigns, licenses, bailors, or Bailee's which may be caused by fire, wind, storms, acts of God, etc. to the dock or any other property of the Lessee.

And the Lessee further agrees to hold harmless and indemnify the Lessor against any and all claims either by the Lessee or third parties for any damages to property or persons arising out of the use and the occupancy of the premises herein.

Upon termination of this Lease in any manner, in whole or part, as the case may be, Lessee shall, within sixty (60) days after any such termination at its own expense, remove said dock, or such part thereof as it may be required to remove, and clean away all debris and quietly and peaceably surrender possession of the Lease premises in a

neat and orderly condition, in default whereof Lessor may forthwith re-enter the Leased Premises, with our without process of law, expel any and all persons occupying the same, using such force as may be necessary to do so, remove said dock, or such part thereof, and dispose thereof as it may desire and restore the Leased Premises to a neat and orderly condition without any liability whatsoever to Lessee and Lessee shall promptly pay all cost and expense of such re-entry, removal, or restoration.

The Lessee shall not have the right to assign, sublet, or transfer his leasehold interest without consent of the Lessor. The Lessor shall terminate all dock leases of December 31, 2020.

City Clerk - Treasurer

Lessee

Lessor Address:

PO Box 576

Tower Minnesota 55790

218.753.4070

Lessee Address:

RESOLUTION 2020-XXX

**A RESOLUTION MAKING LEVY AND ASSESSMENT AGAINST TAXABLE
PROPERTIES FOR DELINQUENT WATER AND SEWER ACCOUNTS**

Motion by: _____ Second By: _____

WHEREAS, Under City Ordinance 3 Article VI the City has the ability to apply unpaid utility charges against property taxes; and

WHEREAS, Under City of Tower Public Utility Policy dated March 14, 2013, any delinquent accounts shall be certified to the City Council; and

WHEREAS, no certification for delinquent accounts have been made for several years; and

WHEREAS, this year's delinquent accounts are a cumulation of several years of delinquencies; and

Name	Property Address	Parcel #	Amount Due
Abrahamson, Ron	615 Main St	080-0010-03340	\$3,371.79
Aldrich, Jay	609 S 2 nd St	080-0010-03200	\$2,174.15
Aldrich, Melanie	509 S 2 nd St	080-0010-02540	\$4,010.26
Earley, Raymond	5627 Pine St	080-0030-00010	\$681.99
Friesner, Ralph	114 N 3 rd St	080-0010-00070	\$1,095.90
Gornick, Jesse	613 N 3 rd St	080-0010-03620	\$3,598.44
Lehti, Johnathan	515 S 3 rd St	080-0010-02680	\$1,382.62
Winkelaar, Karel	511 Main St	080-0010-02300	\$2,794.95
			<u>\$19,110.10</u>

WHEREAS, the individuals responsible for payment of such delinquent accounts have been duly notified of the intent of the City to certify such accounts to the County Auditor to paid with real estate taxes on the property service payable; and

WHEREAS, the City Council has met, heard, and passed upon all objection of the proposed assessment roll for delinquent Utility charges and mad amendments deemed reasonable and just under the circumstances; and

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF TOWER,
MINNESOTA** as follows:

1. The delinquent accounts listed above shall constitute the assessment roll against the lands in question.

2. The City Clerk/Treasurer shall forthwith transmit a certified duplicate copy of this assessment to the County Auditor to be extended on the tax list of the County.

Passed and adopted by Tower City Council this Xrd day of X 2020.

VOTE	Kringstad	Norby	Majerle	Shedd	Setterberg
Aye	<input type="checkbox"/>				
Nay	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>				
Absent	<input type="checkbox"/>				

Orlyn Kringstad
Mayor

Attested by:

Victoria Ranua
City Clerk/Treasurer



CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: October 12, 2020
AGENDA ITEM NUMBER: 7.5
PREPARED BY: D. Suihkonen, Ambulance Director
PRESENTED BY: D. Suihkonen, Ambulance Director
AGENDA ITEM TITLE: Ambulance Disposition
GOAL AREA & OBJECTIVE: The equitable disposition of the 2011 GMC Marquee Ambulance
DISCUSSION:

Our 2011 GMC Marquee Ambulance has been replaced. We will need to dispose of this surplus Ambulance. We have 3 options for consideration.

1. Placing the ambulance for bids.
2. Donating the ambulance to another government agency.
3. Selling the surplus vehicle on a site such as Ambulance trader, or selling to a company who will rebuild or remount to resell.

In the past we would advertise surplus ambulances on ambulancetrader.com with this option we have been left with unsold surplus vehicles. Our 2005 Ford is one that was advertised and was never sold. The Ambulance Commission Ambulance Replacement agreement specifies:

Section 9 DISPOSAL. The Ambulance Commission shall be guided by the replacement schedule in determining the potential disposal of an ambulance. Should an ambulance need to be disposed of ahead of schedule, the Ambulance Commission will consider the following factors in determining when to dispose of an ambulance vehicle:

- *End of its useful life.*
- *No longer safe to transport passengers and cannot be repaired in a satisfactory manner.*
- *It is not in a safe operating condition and estimates for repairs are high in comparison to the value of the vehicle.*

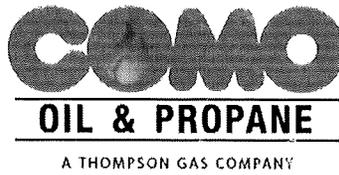
Once an ambulance is deemed disposable, the Ambulance Commission shall make a recommendation to dispose of it by sale, salvage, or other suitable means. Any revenue associated with the disposal will be returned to the Ambulance Vehicle Replacement Fund.

I have reached out to a company which purchases used ambulances. This company is named Arrowhead Ambulances and I am awaiting a quote of what they would offer us to purchase this surplus ambulance.

FINANCIAL IMPACT: The financial impact affects the Ambulance Commission as per ambulance replacement agreement they have the final decision in the disposition of any surplus vehicle.

RECOMMENDED MOTION: A motion to gather quotes from differing used ambulance buyers and call a special meeting with the Ambulance Commission to allow them to decide how we proceed with the disposition. Main points of contact will be Dena Suihkonen Ambulance Director and David Setterberg Councilman.

Phone (218) 389-6578
 Toll Free (800) 777-4842
 Fax (218) 389-3459



3636 County Road 61
 Barnum, MN 55707
www.comoilandpropane.com

September 8, 2020
 Victoria Ranua, Clerk/Treasurer
 PO Box 576
 Tower, MN 55790
 Re: propane bid

Dear Victoria,

Thank you for the opportunity to provide a proposal for City of Tower. We sincerely hope that we can continue our business relationship.

1) At this time we can offer you a fixed price of \$1.049/gallon for your expected 7500 gallons of propane.

2) No additional fees i.e. fuel recovery, delivery fee, invoice fees.

3) No swapping of tanks required as existing tanks are Como owned and provided free of tank lease/rent.

4) The City's tanks will be on a keep fill service as requested. Continued reliable and dependable deliveries to the city as we historically have.

We can offer this price to begin September 11, 2020 thru April 30, 2021. We take pride in our safety record, and we will continue to support the local fire department as well with annual donation of fuel, truck and time for training. Our staff in Tower, with their many years of local experience is anxious to be of service to you. Please feel free to call or email with any questions.

Thanks Again,

Lukas Janiksela | Manager
ljaniksela@comolp.com | Cell: [218-391-0656](tel:218-391-0656)

6403 Hwy 169 | Tower, MN 55790
 Office: [218-753-2482](tel:218-753-2482) | comooilandpropane.com





Superior Fuel Company
5102 S Cant Rd
Duluth, MN 55804
8/31/2020

Victoria Ranua,

Superior Fuel Company can offer the following for the CITY OF TOWER propane bid:

1. **\$0.959 fixed-rate per gallon** for the heating season, up to 9,000 gallons.
2. \$3.98 per delivery fee. New install at airport would cost \$199.00 and that includes full installation and 10 feet of copper line
3. Tanks would be switched out for free within 2 weeks of completing paperwork. We will pump out current fuel and transfer to new tanks free of charge, as you already paid for that fuel.
4. **Free monitors** attached to all tanks. Our office will monitor all tanks and the computer system automatically creates a delivery ticket once the tank percentage reaches 30%. There is also a cell phone app that the head of maintenance can utilize to monitor the percentages as well.

If awarded the successful bid please contact Cody Tomlinson at 218-393-4602.

Thank you for your consideration.
Sincerely,

Cody Tomlinson
Commercial Sales
Superior Fuel Company

5102 S. Cant Rd, Duluth, Minnesota 55804 · Info@Superiorfuelcompany.com
Phone: (218) 722-2050 · Fax: (218) 525-8124 · Toll Free (877) 388-1744
www.superiorfuelcompany.com



CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: October 12, 2020
AGENDA ITEM NUMBER: 8.1
PREPARED BY: Victoria Ranua, Clerk/Treasurer
PRESENTED BY: Victoria Ranua, Clerk/Treasurer
AGENDA ITEM TITLE: Former Riverside Dump Related Request
GOAL AREA & OBJECTIVE: **Recreation and Open Space Goals R1.** Provide a variety of recreational opportunities through the preservation, maintenance, and expansion of local parks, recreational facilities, and open space.
Economic Goals E3. Diversify the economy through recruitment of businesses or industries that the community lacks and would help strengthen the communities economic portfolio.
Land Use Goals L1. Manage shoreland development for minimal impacts on water quality, wildlife habitat, views and vistas

DISCUSSION:

Introduction: The current owners of lands, Power Sports (Dave Rose) and G-Cubed (Geoff Griffin), which are likely encompassed by the Former City Riverside Dump are requesting that the City contribute to 1/3 of the cost of a Phase I and II Environmental Site Assessment on the lands.

Current Circumstances: Dave Rose and Geoff Griffin intend to conduct Phase I and Limited II Environmental Site Assessment (ESA) on their properties in order that are part of the former City Riverside Dump (map attached) to aid in the develop their properties and avoid taking on liability associated with potential environmental contamination.

In an email to the City October 2, 2020, Geoff Griffin made two requests:

1. Asked City of Tower pay 1/3 of the Phase I and Phase II for our old dump site (Riverside Dumpsite).
2. Asked Tower to request 50% funding from IRRRB Commercial Redevelopment grant for Phase I and II ESAs to facilitate future development in the area to reduce the amount due by all parties. *[On October 7, 2020, the Clerk/Treasurer learned from Chris Ismil of IRRRB that, as the program currently operates, however, it is not available for the initial cost of Phase I or II ESAs.]*

Dave Rose got at least two bids (attached). As of October 8, 2020, Mr Rose has engaged the low bidder NTS who has begun work on Phase I and II, including drilling and soil sampling. Oversight of this is by MPCA.

FINANCIAL IMPACT: If approved by Council, the City's cost-share would be:

Total: \$2934 Phase I: \$667 (1/3 of \$2000); Phase II: \$2,267

This is not currently in our budget. If budgeted, discussion needed to select appropriate line item.

ATTACHMENTS:

Request,
MPCA Map of Riverside Dump Site.
Two bids for ESAs

From: [Geoff Griffin](#)
To: clerk.treasurer@cityoftower.com
Cc: [Mary Shedd \(sheddmshedd@gmail.com\)](mailto:MaryShedd@gmail.com) (sheddmshedd@gmail.com); tonyjeffr@gmail.com; daverose4949@gmail.com; [Geoff Griffin](#)
Subject: Tower - Request for Council Action
Date: Friday, October 2, 2020 9:01:41 AM

Victoria:

G-Cubed Development is requesting the Tower City Council to pay 1/3 of the phase I and phase II for its old dump site. We are also asking the City of Tower to request 50% funding from IRRRB for said Phase I and Phase II to facilitate future development in the area? Any money received from IRRRB will reduce the amount due by all three parties (City, Mr. Rose, and G-Cubed). It is our understanding Mr. Rose has received 3 quotes for said services and Tony is comfortable with the quality of work from the low bidder. Mr. Rose is cc'd on this email. I would ask that he forward the bids so they can be included with the council packets.

Geoffrey G Griffin, CEO
[G-Cubed](#)

(507) 867-1666 ext #102
(507) 867-1665 (fax)

This E-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the E-mail to the intended recipient be advised that you have received this E-mail in error and that any use, dissemination, forwarding, printing, copying of this E-mail is strictly prohibited. If you have received this E-mail in error, please notify G-Cubed Inc. by telephone at 507-867-1666





Via Email
Dave Rose: daverose4949@gmail.com

September 16, 2020

RE: Proposal for 'All Appropriate Inquiry' Phase I Environmental Site Assessment(s) and Limited Phase II Investigation for Saint Louis County Parcels 080-0020-00030 and 080-0020-00036 | Tower, Minnesota 55790

NTS Project 10990

To Whom It May Concern,

NTS is pleased to submit this scope of services with cost estimate to conduct a Phase I Environmental Site Assessment (ESA) and a Limited Phase II Investigation for the prospective purchaser(s) of the property identified above.

Phase I Scope of Services

This Phase I ESA will be performed in accordance with the 2013 version of the American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Designation: E 1527-13). A Phase I ESA is initiated to assess the potential for environmental liability as defined by the Comprehensive Environmental Response, Compensation, and Liability Information Act (CERCLA, 1980) and other pertinent laws, and is intended to satisfy the All Appropriate Inquiry (AAI) requirements of the United States Environmental Protection Agency (US EPA) AAI Final Rule, 40 CFR Part 312.

User Provided Background Information

In order to complete a Phase I ESA in accordance with ASTM E 1527-13 the User has certain obligations which include:

- a) Determining if there are Environmental Liens filed or recorded for each parcel.
- b) Determining if there are Activity and Use Limitations (AUL) filed in a registry.
- c) Communicating to the Environmental Professional (EP) the reason why each Phase I ESA is being requested.

526 CHESTNUT STREET ▪ VIRGINIA, MINNESOTA 55792 ▪ (218) 741-4290 ▪ FAX (218) 741-4291
WWW.NETECHNICAL.COM

EQUAL OPPORTUNITY EMPLOYER

	Phase I Environmental Site Assessment & Limited Phase II Investigation for Parcels 080-0020-00030 and 080-0020-00036 Tower, Minnesota	September 16, 2020
	NTS Proposal 10990	Page 2

- d) Communicating to the EP conducting the Phase I ESA any specialized knowledge or experience the User has that is material to identifying recognized environmental conditions in connection with the Site;
- e) Communicating to the EP commonly known information about the property that would be helpful in identifying recognized environmental conditions.
- f) Communicating to the EP information regarding the purchase price as it compares to the fair market value.

NTS has prepared a questionnaire to be completed by the User that will satisfy the obligations listed above with the exception of the search for environmental liens and AUL; this search is obtained using an outside service provider.

Historical and Regulatory Records Review

NTS staff will review records in accordance with Sections 8.2 and 8.3 of ASTM E 1527-13. At a minimum the following historic records will be reviewed:

- Aerial images
- USGS topographic maps
- Fire insurance maps
- County and/or city tax assessment records

NTS staff will also use Environmental Data Resources (EDR) to conduct a regulatory records review within the search radius identified in Section 8.2 of ASTM E 1527-13. This records review will include a search of federal and state databases concerning the use, storage, disposal, and/or release of hazardous substances and/or petroleum products reported on the property and in the immediate vicinity to the property.

Interviews

NTS staff will interview people in accordance with Sections 10 and 11 of ASTM E 1527-13 who may have specific knowledge regarding potential environmental concerns associated with the property. Specific people that may be interviewed, unless otherwise requested by the User, include:

- A Key Site Manager or Owner: The User should identify a person with knowledge of the uses and physical characteristics of the property;
- Any readily available past property owners; and
- State and/or Local Agency Officials: Section 11.5.1 of ASTM E 1527-13 requires that at least one state and/or local agency officials that may have knowledge concerning environmental conditions associated with the property should be interviewed. NTS staff will also contact the local fire department, if necessary.

	Phase I Environmental Site Assessment & Limited Phase II Investigation for Parcels 080-0020-00030 and 080-0020-00036 Tower, Minnesota	September 16, 2020
	NTS Proposal 10990	Page 3

Site Reconnaissance

NTS staff will observe the accessible portions of the property and the accessible portions of any structures on the property; the adjoining properties from the subject property will also be observed. The general site condition, use, and storage of any hazardous materials and / or petroleum products will be noted. In particular, evidence of storage tanks, pipes, drums, septic systems, sumps, ponds, dry wells, water wells, indications of dumping, landfilling, surface staining, and distressed vegetation will be documented.

Property access needs to be granted to NTS by the property owner prior to NTS staff site reconnaissance. This may be a signed agreement between the property owner and NTS or authorization may be given by the prospective purchaser obtained through language in a purchase agreement.

Report Preparation

NTS staff will review the data collected as part of the Phase I ESA and will submit a final Phase I ESA report electronically with the following:

- A summary of the information obtained;
- A description of the methods and sources used to obtain information;
- Our interpretation of the data and our assessment of recognized environmental conditions (REC) that may be identified; and
- A conclusions and recommendations section that summarizes the findings of the report and makes a recommendation for additional or further investigation, if necessary.

Personnel

Northeast Technical Services, Inc., President, Richard H. Crum, is an authorized representative of NTS. NTS employs the Environmental Professional completing this assessment and certifies that Environmental Professional is covered by NTS liability insurance.

An Environmental Professional that meets the definition of Environmental Professional in ASTM E 1527-13 will be the Senior Project Manager, Jenny M. Holmes. The Environmental Professional is responsible for reviewing the data collected for the Phase I; and findings, conclusions, and recommendations for the property. NTS staff will collect data for the Phase I including, but not limited to, the site visit, conducting interviews, and preparation of documents for the Environmental Professional review.

	Phase I Environmental Site Assessment & Limited Phase II Investigation for Parcels 080-0020-00030 and 080-0020-00036 Tower, Minnesota	September 16, 2020
	NTS Proposal 10990	Page 4

Limited Phase II Investigation

The purpose of a Limited Phase II Investigation is to evaluate REC, typically by testing soil or groundwater, with two possible outcomes:

- The Phase II information provides that there is no reasonable basis to suspect the presence of hazardous substances (non-petroleum) or petroleum under conditions that constitute a ‘release.’ Therefore, additional investigation is not warranted.
- The Phase II information provides the presence of hazardous substances (non-petroleum) or petroleum under conditions that constitute a ‘release.’ Therefore, additional investigation will depend on the extent, magnitude, and setting of the release as well as the risk tolerance of the User.

The data and report for the Limited Phase II Investigation are considered limited as only one of the two outcomes stated above are presented as a conclusion in reporting. Any conditions that constitute a release requiring additional investigation refers to an investigation including, but not limited to a full Phase II Investigation and Risk Assessment.

The following tasks are presented for a Limited Phase II Investigation.

- 1) A Gopher State One call will be completed by Range Environmental Drilling (outside service provider) at least 48 hours prior to the drilling event. Please allow access for a truck size vehicle and coordinate with NTS staff prior to the field event, if access will be an issue.
- 2) Depending on the identification of REC, up to six shallow soil borings will be advanced to approximately 20 feet below land surface. Soil boring samples will be visually classified by an environmental geologist for the presence of problematic material, and field screened for total organic vapors using standard headspace methods.
- 3) Up to four soil and / or groundwater samples may be prepared for laboratory measurement of diesel range organics (DRO), gasoline range organics (GRO), polynuclear aromatic hydrocarbons (PAH), volatile organic compounds (VOC), and / or other, in addition to quality control samples.

	Phase I Environmental Site Assessment & Limited Phase II Investigation for Parcels 080-0020-00030 and 080-0020-00036 Tower, Minnesota	September 16, 2020
	NTS Proposal 10990	Page 5

- 4) Sample results will generally be provided in seven business days from the date the laboratory receives the samples.
- 5) If concentrations from soil and / or groundwater samples show that a release has occurred, there may be an obligation to notify the Minnesota state duty officer. If this occurs, additional investigation may be required and is not included in this scope of work.
- 6) Presentation of these data and field methods will be included in a Limited Phase II Investigation report that presents mapping of the site features and sample locations, boring logs, laboratory results, and one of the two conclusions presented above.
- 7) If the second conclusion is reached and these data provide the presence of hazardous substances (non-petroleum) or petroleum under conditions that constitute a 'release.' An additional scope of services and cost estimate will be provided if additional investigation is warranted.

Voluntary Program Sample results may identify the need for entry in the Minnesota Pollution Control Agency (MPCA) Voluntary Program for liability assurances associated with property development. Entry into the program requires a current Phase I ESA, and the Limited Phase II Investigation results.

An estimate for this scope of work is presented on the following page.

Estimated Scope of Work Costs			
Description	Outside service	Average rate per hour \$114	Estimated costs
Phase I Environmental Site Assessment (expires 180 days for property transfer or one year for entry into MPCA Voluntary program)	\$500	\$1500	\$2,000
Limited Phase II Investigation includes outside services (drilling and laboratory), NTS field time, and reporting	\$3,300	\$3,500	\$6,800
September 16, 2020 scope of work and cost estimate for initial phase of work			\$8,800
After completion of the Phase I and Limited Phase II documents, additional services are invoiced at NTS hourly rates. NTS staff hourly rate sheet is attached.			
Additional involvement of NTS staff consisting of discussions and	\$TBD	\$TBD	\$TBD
Application for entry into MPCA Voluntary Program which will require a current Phase I and the Limited Phase II report	\$TBD	\$TBD	\$TBD
Limitations to the above estimate MPCA staff will charge \$125 per hour to review and comment on reports and submittals. MPCA costs are invoiced directly to the responsible party and NTS makes no assumption of these costs.			

	Phase I Environmental Site Assessment & Limited Phase II Investigation for Parcels 080-0020-00030 and 080-0020-00036 Tower, Minnesota	September 16, 2020
	NTS Proposal 10990	Page 7

Timing

If this submittal is acceptable, please provide authorization to proceed by signing and returning the following page. After receipt of approval, NTS staff will schedule this work and scheduling depends on the availability of the services provided by the drilling company. If a specific date of completion or deadline for the final deliverable is required, please let us know as soon as possible.

Limitations

This assessment will not evaluate properties for asbestos containing materials; naturally occurring chemicals, such as radon or lead in drinking water; wetlands or assess flood potential; or the presence of threatened or endangered species.

If you have any questions or comments, please let me know. I can be reached at 218.410.9616 or JHolmes@nettechnical.com. Thank you for the opportunity to assist with this project!

Sincerely,
Northeast Technical Services, Inc.

Jenny M. Holmes
Senior Project Manager

Attached: Terms and Conditions



Authorization to Proceed

The cost estimate presented by NTS has been reviewed and accepted by a duly authorized signatory with the full authority to act for and in the name of the party to whom this document is addressed.

Signature

Printed Name

Title

Date

2020 List Staff Rates



Project Support	\$50
	Justine Henry
	Missy Wallner
	Terri Holcomb

Technician I	\$50	\$55	\$60	\$65
		Roxanne Wright		Gina Koski
				Perry Gadbois

Technician II	\$70	\$75	\$80	\$85
		Bryan Harp		Katherine Disterhaft
				Don Bird
				John Tamminen

Professional I	\$90	\$95	\$100	\$105
	Alec Haapala	Alain Moll	Bruce Sabetti	
	Cailin Phillips	Gary McKeever	Corey Andrews	
	Catherine Hafdahl	Katrina Davis	Jeff Kiel	
	Ian Strasburg	Neil Hansen	Jon Novak	
	Jordan Erickson	Tim Settimi	Karissa Vosen	
	Nick Myre		Nick Joelson	
	Michael Heiman		Brian Fearing	
	Terri Sabetti			

Professional II	\$110	\$115	\$120	\$125
			Allison Mattson	Evan Johnson
			Dave Johnson	Tracy Muck
			O'Niell Tedrow	
			Scott Seeley	

Professional III	\$130	\$135	\$140	\$145
	Jake Crispo	Kurt Doran		

Professional IV	\$150	\$155	\$160	\$165
	Dennis Schubbe		Jenny Holmes	Craig Hartmann
			Bruce Trebnick	

2021 List Staff Rates



Project Support	\$55
	Justine Henry
	Missy Wallner
	Terri Holcomb

Technician I	\$60	\$65	\$70
	Roxanne Wright		Perry Gadbois

Technician II	\$75	\$80	\$85
	Bryan Harp	Katherine Disterhaft	
	John Tamminen	Don Bird	
		Anna Wald	

Professional I	\$90	\$95	\$100	\$105
	Cailin Philips	Neil Hansen	Corey Andrews	Bruce Sabetti
	Catherine Hafdahl	Tim Settimi	Jeff Kiel	Nick Joelson
	Jordan Erickson	Ian Strasburg	Jon Novak	
	Nick Myre	Michael Heiman	Katrina Davis	
	Terri Sabetti		Gary McKeever	

Professional II	\$110	\$115	\$120	\$125
	Karissa Vosen		Allison Mattson	Evan Johnson
	Brian Fearing		Dave Johnson	Tracy Muck
				Scott Seeley
				O'Niell Tedrow

Professional III	\$130	\$135	\$140	\$145
	Pete Doran	Kurt Doran		
	Jake Crispo			

Professional IV	\$150	\$155	\$160	\$165
	Dennis Schubbe		Jenny Holmes	Craig Hartmann
			Bruce Trebnick	Doug Crum



TERMS AND CONDITIONS

1. NTS Responsibilities

- 1.1. **Services:** NTS agrees to perform the services (the “Work”) for Client in accordance with the Proposal which is a part of these terms and conditions.
- 1.2. **Standard of Care:** In performing the Work, NTS will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of NTS’ profession practicing in the same locality.
- 1.3. **Licensing/Compliance with Laws:** NTS agrees to preserve the existence of all its licenses necessary to the operation of its business relating to the Work. NTS will comply in all material respects with all laws which are applicable to its activities under the Proposal.
- 1.4. **Independent Contractor:** In performing the Work under this Agreement, NTS will operate as, and have the status of an independent contractor and will not act as, or be an employee, representative or agent of the Client. NTS will select the means, methods, techniques, sequences, and procedures used in providing the Work.
- 1.5. **Indemnity:** NTS will defend, indemnify, and hold harmless the Client, its officers and employees, from and against all actions, claims, damages, and expenses actually suffered or incurred by the Client arising out of or relating to a breach of any warranty, representation or agreement made or undertaken by NTS in the Proposal or these terms and conditions.
- 1.6. **Limitations on Liability:** NTS shall not be liable to the Client for any incidental, consequential, special or punitive damages relating to the work whether liability is asserted in contract, tort or otherwise. The liability of NTS, if any relating to the work, in no event will exceed the price paid by the Client to NTS hereunder.
- 1.7. **Confidentiality:** Confidential documents and information provided by the Client to NTS will be maintained in confidence except as required by law or as otherwise specified in a separate confidentiality agreement signed by NTS and the Client.
- 1.8. **Insurance:** NTS will maintain the following insurance policies and minimum limits: a) Workers’ Compensation – statutory; b) General Liability- \$1,000,000 per occurrence; \$2,000,000 aggregate; c) Automobile liability - \$1,000,000 combined single limit; d) Professional liability - \$1,000,000 per occurrence; \$2,000,000 aggregate. Certificates showing proof of insurance will be provided to the Client upon request.
- 1.9. **Client’s Subcontractors:** NTS’ duties do not include supervising the Client’s contractors, or commenting on, supervising, or providing the means and methods of their work unless NTS accepts those duties in writing.

2. Client Responsibilities

- 2.1. **Access:** Client grants NTS and its subcontractors the right of entry to the site upon which the Work is to be performed and unimpeded use of the site for performance of the Work. If the Work requires entry to property not owned by Client, the Client will obtain access permits from the owner of the site.



- 2.2. **Information:** The Client agrees to provide NTS with all information, plans, changes in plans, and data of which the Client has knowledge, including, without limitation, known or suspected hazardous substances, that may affect or be required to perform the Work (the “Information”). If the Client has specific health and safety programs or policies these must be disclosed to NTS.
- 2.3. **Authorizations and Permits:** Unless otherwise agreed to in writing, the Client shall be required to secure and maintain all government authorizations, local approvals, licenses and operational permits which may be required by federal, state, or local authorities to perform the Work.
- 2.4. **Indemnity:** The Client will defend, indemnify and hold harmless NTS, its officers and employees, from and against all actions, claims, damages, and expenses arising out of or relating to (i) a breach of any warranty, representation or agreement made or undertaken by the Client in the Proposal or these terms and conditions, (ii) negligent acts and omissions of the Client, any other party contracting with the Client on the same project as NTS or other persons for whom the Client is legally responsible and/or (iii) the Client’s failure to provide the Information to NTS in a timely manner.

3. Compensation

- 3.1. **Payment:** The Client will pay NTS for the Work according to the Proposal. The Client agrees to notify NTS of billing disputes within fifteen days of the date of invoice. The Client agrees to pay all undisputed portions of NTS’ invoice within thirty (30) days of the date of invoice. For undisputed balances not paid within said 30-day period, the Client agrees to pay interest on the unpaid balances beginning thirty (30) days after the date of invoice at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law. If NTS is involved in a legal action to collect compensation for the Work, the Client agrees to pay NTS’ collection expenses, including, without limitation, reasonable attorney’s fees.

4. General Provisions

- 4.1. **Entire Agreement:** These terms and conditions together with the Proposal constitutes the entire agreement between NTS and the Client with respect to the subject matter hereof. These terms and conditions may not be modified, supplemented or waived except in a writing signed by an authorized representative of NTS.
- 4.2. **Assignment:** Neither NTS nor the Client may assign the Proposal without the written approval of the other; provided, however, NTS may engage appropriately skilled subcontractors or affiliates of NTS to perform any part of the Work.
- 4.3. **Ownership of Reports:** NTS’ reports, notes, calculations, and other written or electronic documents are instruments of service, for only the Client’s use. The Client will not use or transfer reports to others for purposes for which they were not prepared without the prior written consent of NTS, which consent will not be unreasonably withheld.
- 4.4. **Governing Law and Jurisdiction:** These terms and conditions shall be deemed to have been made in the State of Minnesota and shall governed by and interpreted in accordance with the laws of the State of Minnesota. With respect to any dispute, controversy or claim arising out of or relating to these terms and conditions or the relationship between the parties, NTS and the Client agree and consent to jurisdiction of and exclusive venue in Minnesota State Court, St. Louis County, Sixth Judicial District.



- 4.5. **Waiver:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
- 4.6. **Third Party Beneficiary:** This Agreement is to be construed and understood solely as an Agreement between NTS and the Client and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that he/she is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between NTS and the Client, may be waived at any time by mutual agreement between NTS and the Client.



CALTHA

September 15, 2020

Dave Rose
Power Sports Minnesota
300 First Avenue
New London, MN

Subject: Quote for Services – Phase 1 ESA
Project Reference: PO1028.001

Dave,

In response to your request, Caltha LLP (Caltha) has the following quote for professional services.

Scope of Services:

You have requested a quote to conduct a Phase I Environmental Site Assessment (ESA) for the subject properties identified as:

10 Acres Parcel
Tower, MN

The Phase 1 ESA will be conducted to meet the ASTM standard practice (ASTM E 1527-13. Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment) and US EPA All Appropriate Inquiry. Caltha assumes that Power Sports Minnesota will be the USER of the ESA report.

Caltha will conduct inquiries and an on-site inspection and prepare a Phase 1 ESA report discussing the results of the inspection, database searches, Owner, Occupant and agency interviews, review of standard historic sources and other elements of the assessment required under the standard practice, ASTM E1527-13. The ESA report will identify and discuss any 1) *Recognized Environmental Conditions*, 2) *Historical Recognized Environmental Conditions*, and 3) *Controlled Recognized Environmental Conditions* associated with the Subject Property and make a recommendation for further action, if any. The report will be provided within 10 business days after receipt of authorization to proceed. The report will be issued as an electronic file, in PDF format, transferred by FTP site.

Client Supplied Information:

To complete the ESA, Caltha requests the following information from you:

- Name and contact information for Owner to arrange Owner, Key Site Manager, and/or Occupant interview and site inspection,
- Name and contact information to arrange on-site inspection of property,
- Copies of recorded land records, property tax records for the property in your possession,
- Copies of any prior ESA reports or other environmental-related documentation for the property in your possession (this information may be useful avoid having to conduct a physical review of agency files).

Caltha LLP
2125 Urbandale Lane North
Minneapolis, Minnesota 55447-2029
(763) 208-6430
(763) 205-2033 – fax

Offices in:
Minneapolis, Minnesota
Pine River, Minnesota
Eau Claire, Wisconsin

Cost:

The lump sum cost for conducting each Phase I ESA is \$2590. Caltha will submit an invoice for services when complete; invoices are submitted electronically by email in PDF format.

To accept this quote, please sign where indicated below, sign and return by email. This quote is valid for seven (7) days after the date of issuance. We appreciate your interest in Caltha and look forward to supporting you.

If you have any questions, please contact me at 763-208-6430.

Sincerely,

Caltha LLP



Kay Larson
Caltha LLP

I accept this proposal for professional services and the attached general conditions for professional services (Attachment A).

Authorized Signature

Date

Name (printed)

Title

ARTICLE I - Services. Caltha, LLP (Caltha) agrees to perform for Client the professional services ("Services") described in Caltha's proposal ("Proposal"), attached and incorporated herein. As full consideration for the performance of Services, Client shall pay to Caltha the compensation provided for in the Proposal.

ARTICLE II - Payment. Unless otherwise agreed to in writing, the basis for payment shall be as described in the Proposal. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, Caltha may suspend further performance until payments are current. Client shall notify Caltha of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

ARTICLE III - Professional Responsibility. Caltha is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

ARTICLE IV - Responsibility for Others. Caltha shall be responsible to Client for its Services. Caltha shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

ARTICLE V - Risk Allocation. The liability of Caltha, its employees, agents and subcontractors (referred to collectively in this Article as "Caltha"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement shall not exceed in the aggregate: (1) The total sum of \$1,000,000 for claims arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract; or (2) The total sum of \$1,000,000 for claims arising out of negligence, breach of contract, or other causes for which Caltha has any legal liability, other than as limited by (1) above.

ARTICLE VI - Indemnification. Caltha agrees to defend, indemnify and hold harmless Client from all claims and reasonable expenses resulting therefrom, including court costs and reasonable attorney's fees, arising solely from services provided by Caltha. If and to the extent that a subcontractor defends and indemnifies Client, Caltha shall have no obligation to provide such indemnification. Client agrees to give Caltha prompt notice of any claim or action and shall cooperate with Caltha, or its subcontractor, in the defense of such claim.

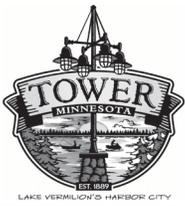
Client agrees to defend, indemnify and hold harmless Caltha and its subcontractors from all claims and reasonable expenses resulting therefrom, including court costs and reasonable attorney's fees arising from: (1) environmental conditions whose existence was not previously disclosed by Client; (2) the condition of Client's property; (3) execution of hazardous waste manifests as agents on behalf of client; or (4) otherwise arising out of Client's acts, omissions or breach of warranty or representation hereunder. Caltha agrees to give Client prompt notice of any claim or action and shall cooperate with Client in the defense of such claim.

ARTICLE VII - Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE VIII - Client Responsibility. Client shall: (1) provide Caltha all information relating to Client's requirements for the project; (2) correctly identify to Caltha, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify Caltha of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give Caltha prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that Caltha is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and Caltha is not a party, Client shall pay Caltha for any time and expenses required in connection therewith, including reasonable attorney's fees.

ARTICLE IX - Force Majeure. Caltha shall not be responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond its control.

ARTICLE X - No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Client and Caltha. No third party shall have the right to rely on Caltha opinions rendered in connection with the Services without Caltha's written consent and the third party's agreement to be bound to the same conditions and limitations as Client.



CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: October 12, 2020
AGENDA ITEM NUMBER: 8.2
PREPARED BY: Victoria Ranua, Clerk/Treasurer
PRESENTED BY: Victoria Ranua, Clerk/Treasurer
AGENDA ITEM TITLE: Ambulance EMT/EMR Payrate / Benefits
DISCUSSION:

Introduction: The payrates and benefits received by Ambulance Emergency Medical Technicians (EMT) and Emergency Medical Responders (EMR) has not been Council authorized as mandated under the City Charter 2.07.

Benefits: The City has had ambulance staff participating in the voluntary Public Employee Retirement Association (PERA) Ambulance Defined Contribution Plan (DCP) for over a decade. This retirement benefit has not been equally offered to all ambulance staff over the years. Additionally, this plan requires the employer to make a set contribution that is added to any employee contribution. A sampling of payroll registers shows that there has been no employer contribution to this plan, as required.

Participation in the voluntary Ambulance DCP is an attractive benefit to employees. However, the City needs to recognize it comes with an employer contribution.

Payrate: The City has been paying EMTs a rate of \$25 paid per call and between \$11.00 and \$11.50/hr paid-on-call rate and the EMR's at a rate of \$15/hr paid-per-call and between \$10.00 and \$10.50/hr. No rates for hourly staff have been set by the Council and there is no guidance on what the parameters are for the \$0.50 difference in paid-on-call rate for the EMT/EMR staff. In a discussion with a former Ambulance Director on the pay difference, it was that their was a starting rate and then at sometime afterwards their was a pay increase. The City Council minutes provide no benchmark when or under what circumstances the paid-on-call payrate would be increase by \$0.50.

FINANCIAL IMPACT: None. All current staff

RECOMMENDED MOTION:

A motion to continue offering the voluntary PERA Ambulance DCP to eligible staff. Parameters for participation will be set in a future Resolution on this matter to aid in budget planning and staff awareness.

A motion to establish the current payrates for EMT's at \$25/hr for paid-per-call and \$11.50 for paid-on-call and for EMR's at \$15/hr for paid-per-call and \$10.50 for paid-on-call.



CITY COUNCIL AGENDA ITEM REPORT

ATTACHMENTS:

EMT Job Description

EMR Job Description

PERA Ambulance DCP overview.



CITY OF TOWER

Job Title:	Emergency Medical Responder (EMR)	Job Category:	Emergency Services
Department/Group:	Emergency Services	Job Code/ Req#:	201-02
Location:	402 Pine Street, Tower, MN	Travel Required:	Travel Required
Level/Salary Range:	\$15.00/hr Paid Per Call \$10.50/hr Paid-On-Call	Position Type:	Paid-Per-Call, part-time, as needed Paid-On-Call, Full-time or Part-time
HR Contact:	Clerk/Treasurer	Date Posted:	Continuous
Will Train Applicant(s):	Continuing education	Posting Expires:	Continuous
External Posting URL:	External Posting URL		
Applications Accepted By:			
EMAIL: Clerk.treasurer@cityoftower.com Subject Line: Application: Emergency Medical Responder		MAIL: Name CITY OF TOWER PO Box 576 Tower, MN 55790	
Job Description			
<p>WHY THE JOB EXISTS</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. An emergency medical responder (EMR) assists the qualified emergency medical technicians and paramedics with basic out of hospital patient care.</p>			
<p>ROLE AND RESPONSIBILITIES</p> <ul style="list-style-type: none"> Respond to emergency calls within 10 minutes Drive Ambulance safely and responsibly Assist Emergency Medical Technicians (EMT) and/or Emergency Medical Responders (EMR) in patient care, including loading and unloading patients Other duties as assigned by EMT on call Post call tasks including administrative work, cleaning and sanitizing, and medical supply restocking. Paid-on-call staff will perform daily and weekly ambulance vehicle inspections (aka checks). 			
<p>QUALIFICATIONS AND EDUCATION REQUIREMENTS</p> <ul style="list-style-type: none"> Current Red Cross, or equivalent, Cardiopulmonary Resuscitation (CPR) Certification 			



- Valid driver's license
- Ability to lift 50lbs
- Ability to obtain Emergency Vehicle Operator Course (EVOC),and Health Insurance Portability Assurance Action (HIPAA) training within 30 days.

PREFERRED SKILLS

Availability to respond to emergency medical calls in the Tower Area Ambulance Service.

ADDITIONAL NOTES

Must pass a background check.

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. New hires must decide within 30 days of hire to participate.

Reviewed By:	Name	Date:	
Approved By:	Name	Date:	Date
Last Updated By:	Victoria Ranua, Clerk/Treasurer	Date:	10/12/2020



CITY OF TOWER

Job Title:	Emergency Medical Technician (EMR)	Job Category:	Emergency Services
Department/Group:	Emergency Services	Job Code/ Req#:	201-03
Location:	402 Pine Street, Tower, MN	Travel Required:	Travel Required
Level/Salary Range:	\$25.00/hr Paid-Per-Call \$11.50/hr Paid-On-Call	Position Type:	Paid-Per-Call, part-time, as needed Paid-On-Call, Full-time or Part-time
HR Contact:	Clerk/Treasurer	Date Posted:	Continuous
Will Train Applicant(s):		Posting Expires:	Continuous
External Posting URL:	External Posting URL		
Applications Accepted By:			
EMAIL: Clerk.treasurer@cityoftower.com Subject Line: Application: EMT		MAIL: CITY OF TOWER PO Box 576 Tower, MN 55790	
Job Description			
<p>WHY THE JOB EXISTS</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. An emergency medical technician (EMT) provides basic out of hospital patient care.</p>			
<p>ROLE AND RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Respond to emergency calls within 10 minutes • Drive Ambulance safely and responsibly, if needed • Perform all duties related to licensure as it relates to patient care, securing a scene, and safe transport of patient. • Post call tasks including: <ul style="list-style-type: none"> • administrative work, cleaning and sanitizing ambulance, equipment, and supplies, and medical supply restocking, reporting or minor maintenance to ensure ambulance is in good working order. • Paid-On-Call staff will perform daily and weekly ambulance vehicle inspections (aka checks). 			
QUALIFICATIONS AND EDUCATION REQUIREMENTS			



- Current EMT Certification
- Current Red Cross, or equivalent, Cardiopulmonary Resuscitation (CPR) Certification
- Valid driver's license
- Ability to lift 50lbs
- Ability to obtain intravenous (IV) fluid advanced airway management, Lund University Cardiopulmonary Assist System (LUCAS), and Health Insurance Portability Assurance Action (HIPAA) training within 30 days.

PREFERRED SKILLS

Availability to respond to emergency medical calls in the Tower Area Ambulance Service.

ADDITIONAL NOTES

Must pass a criminal background check.

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. New hires must decide within 30 days of hire to participate.

Reviewed By:	Name	Date:	
Approved By:	Name	Date:	Date
Last Updated By:	Victoria Ranua, Clerk/Treasurer	Date:	10/12/2020

PERA Volunteer Ambulance Personnel

The Defined Contribution Plan (DCP) administered by PERA is a tax-deferred retirement savings program for public ambulance service personnel. (Participation is also available to public physicians and elected public officials.) Participants determine how employee and employer contributions are to be invested through the purchase of shares in accounts of the Minnesota Supplemental Investment Fund. Total contributions plus investment performance determine the ultimate benefit, which is paid as a lump sum upon withdrawal.

Eligibility

Any public ambulance service or private ambulance service that receives an operating subsidy from a governmental agency in Minnesota may elect to participate in the plan. **Once an ambulance service chooses to join the program, individual participation in the plan is completely voluntary and there is no minimum salary requirement.** A person's decision to participate must be made within 30 days of the service's joining the program, or 30 days from the date the individual became employed or began providing service to the agency, whichever is later.

How it Works

Ambulance services fund the benefits of individuals who elect to participate in the plan and determine the contributions that will be made on behalf of participating personnel. **The ambulance service must establish a fixed percentage of compensation to contribute on behalf of personnel who are paid wages or a salary. Paid personnel may in turn choose to make member contributions up to the amount the ambulance service makes on their behalf.** **Ambulance services making contributions for volunteer or largely uncompensated personnel may assign a unit value for each call or each period of alert duty for the purpose of calculating ambulance service contributions.**

Individual participants designate a percentage of total contributions to be placed in one or more of seven accounts of the Minnesota Supplemental Investment Fund. This investment fund is administered by the Minnesota State Board of Investment and includes actively and passively managed stock, bond and balanced accounts, a money market fund and a fixed interest plan. The investment goals of these accounts and the returns the accounts have actually achieved are described in the **Minnesota Supplemental Investment Fund annual prospectus** published by the Minnesota State Board of Investment.

Contributions made by the ambulance service and any made by the participant (minus administrative charges) are combined and used to purchase shares in accounts selected by the participant. Shares

belong entirely to the individual participant. Except for the Money Market and Fixed Interest accounts, whose shares are always one dollar each, shares are purchased at market prices.

Interest paid by the money market and fixed interest accounts is reinvested, increasing each share's value of the respective accounts. Interest and dividends earned by the stocks and bonds held in the other five accounts are used to purchase additional shares in those accounts. These purchases and the gains and losses in market value of the stocks and bonds held in the accounts are reflected in the value of the accounts' shares, in much the same way as with mutual funds.

DCP Participants may change their investment selections any time and may also transfer all or portions of previously purchased shares from one account to another. Some special restrictions may apply, however, to transferring funds to other accounts from the Fixed Interest Account. Contact the PERA office for complete details about these transfer restrictions.

PERA provides a statement of account to DCP participants twice a year. Among other things, the semi-annual statement reports the contributions deposited into the participant's account in the six-month reporting period and the total value of the shares the participant owns at the end of the reporting period.

The Defined Contribution Plan and Taxes

Participants do not pay taxes on contributions to the DCP withheld from earnings and those made on behalf of the participant by the employing ambulance service. However, because the DCP is a qualified tax-deferred program, these contributions are taxable upon withdrawal, unless rolled over into another tax-qualified plan. If taken out before age 59½, withdrawals are, with a few exceptions, subject to an additional ten percent tax surcharge, unless rolled over.

Because the DCP is tax-qualified, enrollment in the plan may, depending on an individual's income level, reduce or eliminate the tax deductibility of contributions to an individual retirement account (IRA).

Administrative Charges

Two percent of the employer contributions to the DCP (2 cents for each \$1.00 contributed by your employer) is used by PERA for administrative costs of the plan. In addition, 0.25 percent (one quarter of one percent) of the value of your shares is also retained by PERA each year to help defray the costs of administering the plan. This asset-based charge amounts to \$2.50 for each \$1,000 in your account.

C & C WINGER, INC
7854 HIGHWAY 135 NORTH
EMBARRASS, MN 55732
PHONE (218) 984-2078

DATE: OCTOBER 7, 2020

NAME: CITY OF TOWER
ADDRESS:
CITY:
PHONE: FAX:

WORK PERFORMED AT: N 3rd St
ADDRESS:
209-210

WE HEREBY PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, AND MATERIAL FOR:

8" SEWER MAIN REPAIR

\$5,000.00

IF SOILS ARE INADEQUATE TO BACKFILL WITH, ADD \$500.00 FOR NEW BACKFILL MATERIAL.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A PROFESSIONAL MANNER FOR THE SUM OF:

FIVE THOUSAND DOLLARS
TO BE PAID AS FOLLOWS:

\$5,000.00

UPON COMPLETION

FINANCE CHARGE OF 1.5% PER MONTH WILL BE ADDED TO ALL ACCOUNTS OVER 30 DAYS

ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE UPON ABOVE WORK.

C & C WINGER AUTHORIZED SIGNATURE:

Jennie L. Winger

THIS PROPOSAL MAY
BE WITHDRAWN IF
NOT ACCEPTED IN:

30 DAYS

PRELIMINARY MECHANIC'S LIEN NOTICE

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE:

DATE:

Estimate Sheet

C.W. DIRTWORKS

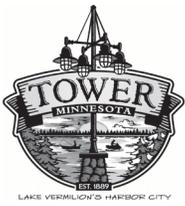
6477 Taylor Road, Embarrass, MN 55732

218-410-4149

Name City of Tower Date 9-22-20
Street N 3rd st 209-210 Phone _____
City _____ State/Zip _____

fix sewer 8 in \$ 4500.00
if material not suitable hauling and \$ 500.00
Blacktop Repair \$ 2000.00
Sawcut + prep \$ 7000.00
or
\$ 6500.00

Signature _____ Date _____



CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: October 12, 2020
AGENDA ITEM NUMBER: 8.4
PREPARED BY: Nancy Larson, Grants Manager
PRESENTED BY: Nancy Larson
AGENDA ITEM TITLE: Grant Opportunities/Management
GOAL AREA & OBJECTIVE: Community Planning and Development/ Budget

DISCUSSION:

Introduction: The City has multiple opportunities for grants and low-interest loans to achieve goals of community development. City staff capacity is limited due to statutory requirements to the clerk and treasurer duties.

History: In August 2019 the City engaged the services of Community Coaching Inc, a planning and development consulting company, to manage multiple City grants and seek reimbursement of funds expended under those grants. The City's cash flow had been severely hampered due to inattention to the outstanding grants. Nancy Larson, principal of Community Coaching Inc, (CCI) volunteered her time to initially manage the City grants when the previous city clerk was put on administrative paid leave in June 2019. The backlog of work on the grants was extensive and the large legislative LCCMR grant was in jeopardy of not being reimbursed due to mismanagement of the grant requirements. After 6 weeks of volunteer time, the City engaged the services of CCI for 200 hours @ \$75/hour. Accomplishments documented under this contract include:

- **\$1,324,918 of grant reimbursements**
 - \$118,018 IRRRB outstanding grants
 - \$679,000 LCCMR outstanding Phase 1 grant
 - \$214,236 MNDOT Aeronautics Airport Improvement outstanding grants
 - \$313,664 new grants applied and received
 - IRRRB (6)
 - Compeer Financial
 - Lake Country Power
 - 8 new grant applications were submitted and awarded
- CDBG income survey was facilitated to qualify the City's eligibility for CDBG grants
 - CDBG grant requests had not been made over the prior 6 years
- City guidelines and application process for the City Residential Demolition Program was developed. It focuses on a 75% cost reduction for residents through IRRRB's grant program.

Pending Grants:

- LCCMR - \$600,000 Phase 2 grant for the trailhead is pending legislative approval after a technical revision and term extension was made by amendment to the agreement.
- IRRRB - A 2nd \$250,000 grant request for the water treatment facility is pending bond approval for the water treatment facility project.
- IRRRB grant for \$1,500 to reimburse grant writing costs for City emergency service projects



CITY COUNCIL AGENDA ITEM REPORT

The City has a separate contract with CCI for grant writing. Funding has been applied for to cover 50% of the costs of grant writing. Potential grants to be applied for in the remaining year 2020 and in early 2021 are focused on city emergency services, specifically the ambulance service.

- CCI is working with USDA Rural Development to identify grant and loan opportunities related to public safety services.
- CCI worked with TEDA to identify grant opportunities to support their community projects.
- CCI is exploring the 2025 MNDOT Transportation Alternatives Program that supports transportation-related community improvements, as well as various connecting trail grant programs to connect the harbor with various points of service in the city.

Current Circumstances: The 200-hour contract between the City and Community Coaching Inc is about to expire. There are 18.5 hours remaining as of October 1, 2020. In order to continue with community planning and grants management services the City can opt to drop services after the contract expires, or renew through a new contract and agreement.

- Community planning and grants management services address the city staff capacity issue
- If the City determines renewal serves their best interests a 100-hour contract could be presented and reviewed at the November council meeting.

FINANCIAL IMPACT: \$7,500 for community planning and grants management services

RECOMMENDED MOTION: A motion would be in order at the November council meeting. A proposal and agreement will be submitted to the City prior to the November council meeting.

ATTACHMENTS: None



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



State Fire Marshal

445 Minnesota Street • Suite 145 • Saint Paul, Minnesota 55101-5145

Phone: 651-201-7218 • Fax: 651-215-0525

www.dps.state.mn.us

Minnesota Fire Department Turnout Gear Washer/Extractor/Dryer Award Program 2021 Program Year (July 1, 2020 – June 30, 2021)

Introduction:

Despite being more physically fit and healthier than the general population firefighters, both career and volunteer/paid-on-call, experience cancer at a higher rates than those in the communities they serve. Studies continue to show that firefighters are acutely exposed to known carcinogens during structure and other fires and are continually exposed via turnout gear that is soiled due to exposure to toxic combustion byproducts.

In recent years, fire departments across Minnesota have implemented turnout gear decontamination procedures post fire events to help reduce firefighter exposure to toxic combustion byproducts. At the same time mechanical turnout gear washers/extractors have been introduced as an effective and efficient means by which firefighters can best clean their soiled turnout gear and greatly reduce their exposure to combustion byproducts.

Many fire departments, however, have found commercial turnout gear washer/extractors, which can cost upwards of \$10,000, to be cost prohibitive. Therefore, the Minnesota Department of Public Safety, with funding from the Fire Safety Account, through the State Fire Marshal Division, has authorized a \$600,000 matching award program to assist eligible fire departments in the purchase of commercial turnout gear washer/extractor and/or a gear dryer.

Since 2015, the first year of the Turnout Gear washer/Extractor Program, the Department of Public Safety has awarded over \$1,500,000 to over 205 MN fire departments for the purchase of turnout gear washers/extractors and/or a gear dryer(s).

A good turnout gear decontamination program should also include equipment to quickly dry turnout gear after washing so that it can be more quickly played back into service. Turnout gear dryers can dry wet gear in 4 hours or less as opposed to the much longer "hang dry method". Wet turnout gear is difficult to don and can cause steam burns to the wearer. Also, if the decontamination process (washing/drying) can be accomplished more quickly and efficiently, firefighters will be more likely to regularly clean their gear thus leading to more healthy firefighters in the long-term.

Individual Grant Amounts:

Available funding will pay for individual grants of no more than \$10,000 for a gear washer/extractor and \$8,000 for a dryer. A local match of the grant award, as indicated in the chart below, is required. The required local match amount will be based on the population of the applicant's fire department coverage area. The type of equipment purchased will first need to meet the approval of the State Fire Marshal prior to funds being awarded. Fire departments will indicate whether they are applying to purchase a gear washer/extractor, a dryer, or both.

Population	Required Match %
Up to 10,000	10%
10,001-25,000	25%
25,001-50,000	35%
Over 50,000	50%

Eligible Applicants:

Only Minnesota fire departments that currently use the MNFIRS reporting system will be eligible to receive funds.

Any fire service agency applying for an award must include a letter from the jurisdiction indicating their intent to purchase a turnout gear washer/extractor/dryer(s). The letter must be from the governance entity (e.g. the city council, township board). A fire service agency is defined as having a fire department identification number (FDID) from the State Fire Marshal Division.

Awards will be made to the jurisdiction submitting the award application. The award contract must be signed by a representative of the lead jurisdiction having the legal authority to sign contracts for that jurisdiction. Legal authority may be documented by a resolution or official minutes from the jurisdiction and will be required at the time that the award contract is to be signed. It is not required for the grant application.

The Committee will consider the following factors and prioritize awards based on, but not limited to:

- Overall jurisdiction/fire department budget
- Number of firefighters
- Sets of turn out gear
- Population serviced
- Current inventory of turnout gear cleaning equipment
- Average annual number of fires

Jurisdictions of two or more, in close proximity, may submit joint applications.

Grant Process:

An evaluation committee will review and score the applications based on the above criteria and present a recommendation to the Commissioner of Public Safety who will make the final determination. Once a request has been awarded, a formal award agreement will be prepared and must be signed by the awardee organization and the Department of Public Safety. Once the signature process has been completed, the award is considered fully executed and becomes a legally binding agreement between the grantee organization and the Department of Public Safety.

Audit/Compliance:

The award funds are available on a cost reimbursement basis for FY21 (July 1, 2020 – June 30, 2021) where costs are reimbursed after they are incurred and paid by the grantee agencies. The grantee organization will be required to provide to the State Fire Marshal Division the written summary of all expenditures, including documentation on how the award and matching funds were spent.

Application Submission:

A complete application packet must be received by **4:00 pm CST Tuesday October 20, 2020**, preferably by email at nolan.pasell@state.mn.us or by mail:

State Fire Marshal Division
Attn: Nolan Pasell
445 Minnesota Street, Suite #145
St. Paul, MN 55101-5145

Applications not received by this deadline will not be considered. It is the responsibility of the applicants to ensure that their application is received by the deadline.

Any questions about the application process should be directed to Nolan Pasell at (651) 201-7218 or Nolan.pasell@state.mn.us.



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



State Fire Marshal

445 Minnesota Street • Suite 145 • Saint Paul, Minnesota 55101-5145

Phone: 651-201-7200 • Fax: 651-215-0525

www.dps.state.mn.us

MN Fire Department Turnout Gear Washer/Extractor/Dryer 2021 Program Year (July 1, 2020 – June 30, 2021) Application

Please complete all fields in this application, as all requested information is required to process your application.
COMPLETED APPLICATIONS MUST BE SUBMITTED BY Tuesday October 20, 2020 at 4:00 p.m.

CONTRACTING AGENCY *(This is the lead agency named in the grant contract that will be responsible for the administration of the grant.)*

Legal Name: _____

Address: _____ City: _____

State: MN Zip: _____ Phone #: _____

E-mail address: _____

AUTHORIZED OFFICIAL *(This is the person whose name should appear in the grant contract and who will be responsible for ensuring the terms and conditions of the contract are met. This person does not have to have signature authority, but must be an employee of the fiscal agent cited above.)*

Name: _____ Title: _____

Phone #: _____ E-mail address: _____

PROGRAM CONTACT *(This is the person the DPS can contact for information on the program being funded.)*

Name: _____ Title: _____

Phone #: _____ E-mail address: _____

FISCAL CONTACT *(This is the person the DPS can contact with financial questions.)*

Name: _____ Title: _____

Phone #: _____ E-mail address: _____

CONTRACT MAILING CONTACT *(The person who should receive the contract packet and be responsible for obtaining the correct signatures and completing the necessary forms. Note: If it is one of the individuals listed above you do not need to repeat the address and phone information.)*

Legal Name: _____

Address: _____ City: _____

State: MN Zip: _____ Phone #: _____

E-mail address: _____

JOINT APPLICATION

Is this a joint application: Yes No

If yes, please list below:

Fire Department	Fire Department Contact

AWARD HISTORY

Has your department been awarded a washer/extractor/dryer grant in the past: Yes No

If yes, please list below:

Grant Year	What was awarded (washer/extractor/dryer)

REQUIRED SIGNATURES

I certify that the above information is true and correct.

Signature of Municipal Clerk or City Official, **AND** Date

Signature of Fire Chief Date



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



State Fire Marshal

445 Minnesota Street • Suite 145 • Saint Paul, Minnesota 55101-5145

Phone: 651-201-7200 • Fax: 651-215-0525

www.dps.state.mn.us

MN Fire Department Turnout Gear Washer/Extractor/Dryer 2021 Program Year (July 1, 2020 – June 30, 2021) Application Questions

1. Overall jurisdiction/fire department budget (*If this is a joint application please identify overall budget for all applicants*):
2. Number of firefighters (*If this is a joint application please list the number of firefighters for each department separately*):
3. Does your department have a second set of turnout gear (*If this is a joint application please list the number of turnout gear for each department separately*):
4. Population served (*If this is a joint application please list the population served for each department separately*):
5. Current inventory of turnout gear cleaning equipment (*If this is a joint application please list the current inventor of turnout gear cleaning or drying equipment for each department separately*):
6. Average number of fires your department responds to on an annual basis (i.e. structure, car, grass, etc.):
7. Application is for turnout gear - check box(s):
 8. Washer/Extractor Dryer



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



State Fire Marshal

445 Minnesota Street • Suite 145 • Saint Paul, Minnesota 55101-5145

Phone: 651-201-7200 • Fax: 651-215-0525

www.dps.state.mn.us

MN Fire Department Turnout Gear Washer/Extractor/Dryer 2021 Program Year (July 1, 2020 – June 30, 2021) Application Checklist

Please make sure that you have completed all the application requirements prior to submitting your application:

1. Complete application including required signatures.
2. Answer all application questions.
3. Provide a letter from your jurisdiction indicating their intent to purchase a turnout gear washer/extractor/dryer(s).
4. Provide project cost proposal. The project proposal shall include the entire cost of the project which includes:
 - quote on proposed turnout gear washer/extractor/dryer
 - plumbing
 - electrical
 - installation

Please note that the award program **MAY** cover the cost of a washer/extractor and a dryer. A project proposal includes the cost of both a washer/extractor and a dryer will need that be noted on the original application **and** on the final project cost. Departments applying for both a washer/extractor and a dryer may not always be awarded both.

5. Submit all application materials no later than **4:00 p.m. CST on Tuesday October 20, 2020** via e-mail to nolan.pasell@state.mn.us or by mail at:

State Fire Marshal Division
Attn: Nolan Pasell
445 Minnesota Street, Suite #145
St. Paul, MN 55101-5145



CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: October 12, 2020
AGENDA ITEM NUMBER: 8.6
PREPARED BY: David Setterberg, Councilor
PRESENTED BY: David Setterberg, Councilor
AGENDA ITEM TITLE: Grant, Potential Boat Cleaning Station to remove Invasive Species
GOAL AREA & OBJECTIVE: Comprehensive Plan N1- Preserve and Enhance Lake Vermilion Water Quality, fisheries, and wildlife
U1- Maintain and update adequate public facilities... that meets the needs of community's residents and visitors

DISCUSSION:

Introduction: Invasive species are a threat to Lake Vermilion water quality, affecting both quality of life and economic activity associated with the lake.

History: Several invasive species are already present in Lake Vermilion include Chinese mystery snails, curly-leaf pondweed, *Heterosporis sutherlandae*, purple loosestrife, rusty crayfish, and spiny waterfleas (MN Dept Ag).

Current Circumstances: Boat cleaning is an documented effective solution to preventing the spread of aquatic invasive species. The most effective location for boat cleaning stations is at boat landings. The City of Tower has a heavily used Lake Vermilion boat landing at Hoodoo Point. More people are using the lake and providing more opportunities for invasive species to spread to Lake Vermilion. Awareness is higher but the ability to clean and provide tools for prevention are not always available.

There are boat cleaning stations available to purchase, and there are grants available to assist entities with their purchase. One grant is the St. Louis County Aquatic Invasive Species (AIS) grant (due Nov 20, 2020). Land preparation and maintenance are not included in these grants. The City could work with both the MN DNR and the Lake Vermilion Lake Association on these issues.

FINANCIAL IMPACT: Source of Funds would be a Grant accounted for in (R101-33620 County Grant). Amount TBD. Any expenditures would be out of (E101-45200-225 (General Fund, Recreation. Equipment)

RECOMMENDED MOTION: A motion to approve the investigation of boat cleaning stations and associated grants.

ATTACHMENTS:

Brochures, boat cleaning station (CD3)
Application, St. Louis County Aquatic Invasive Species Prevention Program



Aquatic Invasive Species (AIS) Prevention Program

St. Louis County, Minnesota

About: The Aquatic Invasive Species (AIS) Prevention Program provides funds to organizations to carry out activities related to prevent the introduction or limit the spread of aquatic invasive species (AIS) in St. Louis County. For more information, see our website at:

<http://www.stlouiscountymn.gov/ais>

NOTE: St. Louis County AIS Prevention Program will be available provided state funding is appropriated for the program.

Organization/Applicant Name		Daytime #		Date
Type of Organization <input type="checkbox"/> Government <input type="checkbox"/> Non-profit <input type="checkbox"/> Other				
Address		City	State	ZIP
Email				
Contact Person <i>If applicable</i>			Contact Person #	
Mailing Address <i>If different than above</i>		City	State	ZIP
Email Address <i>If different than above</i>				

PROJECT INFORMATION

Project Title				
Name(s) of affected water bodies <i>If applicable</i>			Water body ID(s) <i>If applicable</i>	
Site Address <i>If applicable</i>		City	State	ZIP

PROJECT TYPE – See St. Louis County AIS Prevention Plan Action Categories (pages 5-15)

- Assess county resources and risk of AIS introduction and spread Check all that apply
- Increase resources for countywide education and enforcement
- Increase public awareness and participation in prevention
- Increase available resources and leverage partnerships
- Broaden knowledge of and participation in early detection and rapid response activities
- Manage existing populations of AIS
- Address specific pathways for AIS introduction

FUNDING REQUEST

Amount of (\$) of AIS Grant Program Request Minimum \$10,000	\$
Amount of (\$) of Organizational Resources	\$
Amount (\$) From Other Sources Name and Level of Commitment	\$
	\$
	\$
Total Project Cost (\$)	\$

See Instructions for providing details in this section.

APPLICATION NARRATIVE (Please *briefly* explain the following. Additional sheets may be attached if necessary.)

1. Please describe the problem, issue, or concerns you intend to address.

2. What is being proposed to address the problem, issue or concern?

3. How does this work support the St. Louis County Aquatic Invasive Species Prevention Plan?

4. What are the proposed outputs and outcomes and how will they be measured?

5. What is the timeframe for the project?

6. Describe partnerships with other agencies for the proposed project. Provide detail on matching funds involving the level of commitment.

7. Describe the applicant's organizational capacity to conduct AIS work and accept state grant funds.

8. Maintenance costs (i.e. repair, part and/or tool replacement, electricity and/or water bill, or storage) of equipment will no longer be supported with grant funds. Describe how the applicant's organization will provide financial assurance that equipment operations and maintenance funds are available if needed.

ORGANIZATIONAL STRUCTURE**Please list members of the project team and describe their roles.**

Member Name	Role

ATTACHMENTS**Required attachments for ALL applicants.**

1. A resolution by the governing body authorizing the applicants to apply for and receive funds.
2. One copy of most recent financial statements. (Non-government agencies)
3. Other relevant information (letters of support, etc.)
4. I have reviewed the sample contract. The applicant is able to comply with the requirements in the St. Louis County draft contract.
 Yes No (state reasons if answer is no)

AGREEMENT

Authorized Applicant Name:	Title	Date:
----------------------------	-------	-------



CD³ Site Considerations

For Optimum Use and Performance

Clean. Drain. Dry. Dispose. CD³ Systems use behavioral science to empower the public to increase compliance with invasive species rules and regulations.

- Placement of CD³ Systems must consider parking lot traffic flow, number of launches per day and type of invasive species targeted.
- Boaters will typically take 3-7 minutes to perform clean-out actions.
- A CD³ team is available to provide site analysis and equipment recommendations on request.

Location & Call-to-Action

Place unit within 100-200' of launch or water access point. Designate a clean-out area, with signs or pavement markers. Customize station exterior as AIS prevention kiosk with your Call-to-Action message.



Power Supply Options

CD³ Wayside or Outpost solar units need sun for 5+ hours a day. To save costs with CD³ Station, minimize distance to electrical service panel. Identify if additional site permitting is required.



Seasonal vs. Permanent Install

Trailer is mobile and has self adjusting legs. Ideal for seasonal use & flood areas. Precast concrete is easily placed, moveable, and less permitting/contracting is required. Poured-in-place is a permanent installation and has additional contracting costs.



Tool Options & Targeted Species

Make it easy by giving the public the right tools to target specific invasive species. Self-service drain/vacuum residual water, remove vegetation, and mud/sand/debris. Consider seasonal vegetation, transitioning tools, and multiple units for busy sites.



SALE OR LEASE CONTACT:

stopAIS@cd3systems.com | 612-467-9441
cd3systems.com



EVERYBODY LIKES A CLEAN BOAT™

MADE IN MINNESOTA, USA
© 2020 CD³



Cleaning Station Annual Costs

For Operations and Maintenance

Clean. Drain. Dry. Dispose. CD³ Systems use behavioral science to empower the public to increase compliance with invasive species rules and regulations.

- Ruggedized equipment designed to last 7+ years
- Annual operating costs: \$250 - \$350/season*
- My CD³ Station Software: \$850/year
- Software provides alerts to reduce costs & labor

*Note: includes tools replacement and electricity based upon 180 day-boating season and ~1,500 boats/year

Electrical Consumption

- Solar: battery replacement in 5 to 6 years
- Grid connected: 10-25 kWh/month (\$10-15/month)



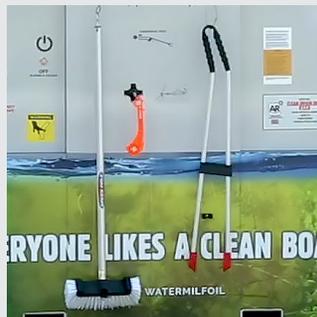
Vacuum Tank Service

- \$50-\$75/pump out (~400+ boats)
- Pump out alerts automated by My CD³ Software



Tool Replacement

- My CD³ Software alerts when tool breakage occurs
- Easy replacement with crimpers (~\$20-\$50/tool)



Winterization

- Final pump out + power down
- Drain compressor + Lock/Cover



SALE OR LEASE CONTACT:

stopAIS@cd3systems.com | 612-467-9441
cd3systems.com



EVERYBODY LIKES A CLEAN BOAT™

MADE IN MINNESOTA, USA
© 2020 CD³



CD³ Wayside Solar Specifications

Waterless Cleaning System

Clean. Drain. Dry. Dispose. CD³ Systems use behavioral science to empower the public to increase compliance with invasive species rules and regulations.

USER OPERATED EQUIPMENT

- High public approval
- Free public use
- Low maintenance costs

PUBLIC EDUCATION AND INSTRUCTIONS

- Easy to follow prevention steps
- Wifi Hub for public resources, maps and videos
- Graphics and kiosk are customizable

SITE SOFTWARE ANALYTICS

- Internet connected for real-time data
- Software monitors functionality
- Automatic tool tamper alert

CD³ Wayside Solar

- Waterless, free, user-operated cleaning equipment that includes wet/dry vacuum, blower system, tethered hand tools, & lights.
- Off-grid, 450 watt solar array with battery storage provides use for ~10 hours (~85 boats/day).
- Precast base option for easy installation reducing permitting & contracting issues.
- Unit and base bolt together and weighs ~1,900 lbs.
- Vacuum tank emptied by satellite toilet vendor after ~400+ uses.



SALE OR LEASE CONTACT:

stopAIS@cd3systems.com | 612-467-9441
cd3systems.com



EVERYBODY LIKES A CLEAN BOAT™

MADE IN MINNESOTA, USA
© 2020 CD³



CITY COUNCIL AGENDA ITEM REPORT

MEETING DATE: October 12, 2020
AGENDA ITEM NUMBER: 8.7
PREPARED BY: David Setterberg, Councilor
PRESENTED BY: David Setterberg, Councilor
AGENDA ITEM TITLE: Clerk/Treasurer Capacity / Priorities
DISCUSSION:

Introduction: The Clerk/Treasurer position has many responsibilities and obligations per the job description (which includes the requirements in the City Charter and State Statute) without support task may not get completed with the appropriate level of quality.

History: The Clerk/Treasurer role has had a high and diverse workload for decades and the breadth has increased over the years.

Current Circumstances: More tasks are getting added to the job duties and there is not enough capacity to add more tasks without something being dropped or lack quality. The Clerk/Treasurer currently has been added to or attends meeting such as related to Planning/Zoning, Gunderson Trust and Ambulance Commission. The Clerk/Treasurer should be called in when needed as a Subject Matter Expert.

Furthermore, we are currently doing many grant applications which take time to investigate and complete¹. Note that some others have jumped in to help with the process notably the Ambulance service has been very aggressive about completing their own grant applications.

The clerk should be in the grant process of answering questions, filing and managing grants. The investigation of grants could go to council or a committee that would review grants.

Examples of requirements not matching capacity resulting in low quality:

Plat	Ordinance 83 required title opinion before land is subdivided showing clear title.
Agenda Item	Agenda item background information missing or incomplete to support decision
Utility Rates	Annual examinations not done (City Policy).
Budget	Not issued according to Charter for years sampled (2020-2016)

FINANCIAL IMPACT: None.

RECOMMENDED MOTION: Motion to remove the clerk from additional committees not listed in the job description. Council to create a grant application process push the work out to the council or committee.

ATTACHMENTS:

Clerk/Treasurer Job Description
Plan of the Week, examples

¹ Grants help reduce property tax burden while increasing the quality of life and economy.

**JOB DESCRIPTION: CLERK-TREASURER
CITY OF TOWER**

JOB TITLE: Clerk-Treasurer

DEPARTMENT: Administration

DESCRIPTION OF WORK:

General Statement of Duties:

Performs administrative work conducting the daily business activities of the city including financial management and statutory clerk functions. Prepares budgets and implements city policies. Keeps records of all council proceedings, handles correspondence on behalf of the city, prepares agendas and executes and assignments given by the council. Has official responsibility for accounting for all receipts and disbursements in regard to city funds. Prepares a variety of financial records. Is responsible for payroll and investments.

Supervision Received: Works under the general supervision of the Mayor and City Council.

Supervision Exercised: Supervises Deputy Clerk, Maintenance Personnel, Ambulance Supervisor, and Fire Chief

TYPICAL DUTIES PERFORMED:

The listed examples may not include all duties performed by the person in this position. Duties may vary from time to time and are at the discretion of the Mayor or City Council.

RECEPTION AND CUSTOMER SERVICE; PROVIDES CUSTOMER SERVICE EFFECTIVELY AND EFFICIENTLY TO CITIZENS OF TOWER AND OTHER CONSTITUENTS.

Receives request, complaints and information from the public and transmits to staff and/or council to process as needed. Handles when required.

As required, answers city phone and provides information and assistance to the public on request. Assists them by answering questions, researching records, directing them to the appropriate person or recording and transmitting messages to city staff or officials.

Makes arrangements for registrations or lodging as needed for employees attending training conferences and seminars.

ACCOUNTING/FINANCE; PROCESS BILLS FOR PAYMENT AND MAINTAINS FINANCIAL RECORDS

Develops annual city budget with input from budget committee, presents budget to the City Council for review and adoption; monitors expenditures and receipts; complies with truth in taxation and all reporting requirements. Moves funds as directed by the council.

Monitors cash flow to ensure sufficient funds are available.

Prepares accounts payable and receivable transactions for posting, verifies account information, provides accounts payable list for council approval, generates checks for bill payments and signs checks.

Maintains and processes payroll for city employees and election judges. Processes payroll deductions, payroll reports and records, processes claims and warrants for all funds.

Reconciles city checking account and makes deposits to the bank. Maintains updated information in all accounts and ensures all accounts are balanced.

Maintains record of pledged collateral by Official Depositories to meet Statute requirements. Contacts depository as necessary to adjust amount. Works with Bond Consul and provides information necessary for bond issues. Responsible for certifying assessments, special charges, and tax levies to the County Auditor.

Oversees collection of sewer and water permit fees before installation of services. Oversees the billing, receipt and recording of utility bills.

Works with auditors at year-end. Generates reports and presents all financial data as required for the audit.

Coordinates the information flow between the Council and City Staff and assists city departments and council members as needed.

ADMINISTRATIVE DUTIES

Performs the duties of the municipal clerk and municipal treasurer as broadly stipulated by MN statues 412.151 and 412.141.

Attends regular and special Council meetings and records council actions (minutes); prepares agendas and monthly reports for meetings; organizes and maintains records of minutes, ordinances and resolutions.

Composes correspondence, reports, memos, letters, minutes, meeting notices, resolutions, and ordinances on behalf of the City Council and city.

Conducts the necessary research and provides support materials to aid the council in making informed decisions. Carries out assignments or directives of the city council.

Arranges and publishes notices of meetings and ordinances as required by law. Provides copies of proceedings and records of the City upon request.

Attests the Mayor's signature on official documents whenever required and maintains responsibility for the City Seal.

Does filing, labeling, copying and mailings as needed. Sorts and distributes mail.

Oversees and processes applications for cigarette and liquor licenses and various permits.

Assists in researching grants and completing grant and loan applications, administers grant money that is received and prepares related reports.

Monitors all contracts entered into by the city.

Responsible for overseeing the Fire and Ambulance Departments. Maintaining a record of fire and ambulance contracts for renewal and notification to Townships.

Prepares a variety of reports and files with appropriate state, federal and county offices. Acts as liaison with state and county agencies, city attorney, engineering firm and auditor.

Responsible for assuring compliance with federal and state mandates, (ADA, ADAIR, OSHA, Right to Know, Records Retention, Data Privacy).

Purchases supplies and equipment as needed.

ELECTIONS

Administers local elections in accordance with state and county requirements.

Oversees elections, notices, scheduling and training of election judges and maintains election records.

Purchases supplies and equipment as needed for elections.

KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of municipal financial management including investment of funds, accounting, payroll and billing practices and financial record keeping.

Considerable knowledge of City Code, ordinances, resolutions and policies.

Considerable knowledge of state and county election procedures and operations.

Considerable knowledge of laws, rules and regulations affecting city government.

Considerable ability to perform mathematical calculations and maintain accurate and complete records and files.

Considerable ability to communicate effectively both orally and in writing with city staff, state and county officials, elected officials and the public.

Considerable ability at self-supervision to prioritize work, research and solve problems.

Considerable ability to prepare a variety of financial reports and to prepare and oversee administration of the city budget.

Considerable ability to read, write, and understand English.

Ability to represent the city in a professional, courteous, and efficient manner.

Skill in operating office equipment, including operation of automated accounting system with speed and accuracy.

Considerable ability to account for and handle money.

Ability to compose correspondence, minutes, reports and other written materials.

Ability to supervise city personnel.

Ability to handle public contact with friendliness, responsiveness, and tact.

Must be detail oriented, adaptable, flexible and a quick learner.

POSITON REQUIREMENTS

Education: College graduate with a bachelor's degree or technical college degree with similar years of experience in accounting, finance or a related field preferred. Course work in compute systems and software applications.

Experience: Minimum of five years of progressively responsible financial management experience including at least two years of experience using an automated system. Must possess an ability to communicate effectively both orally and in writing. Experience in office organization also desirable. Prior supervisory experience also desirable.

Office Equipment: Experience in the operation of fax, copy machine, computer, printer, telephone, calculator, tape recorder and video recorder.

Hours for a week.
WEEK OF 06/29/2020

Expected
 Hours

For

Task	Who	What
------	-----	------

ROUTINE TASKS

Treasurer

3	Vic	Payroll
5	Vic	Claims entry
3	Vic	Receipt Entry

Clerk

1	Vic, Council	Prep 7/13 Agenda / Agenda Material
1	Vic, Orlyn	Post 6/26 Council Meeting Actions (Resolution 2020-027 & Minutes)

PROJECT OR ELEVATED ROUTINE TASKS

Treasurer

1	Vic	Course, LMC Covid-19 Funding Seminar (Wednesday)
1	Vic	Course, FEMA Decision Making and Financial Management for Fire and EMS

Organizations

3	Vic	Backlog Reconciliation
---	-----	------------------------

Clerk

1	Vic, Orlyn	Ambulance Staff Appreciation Note Card
2	Vic	Mill Point / Dave Rose / City Attorney
1	Vic	Fire/Amb Hall Security System Familiarization
0	Vic	Purchasing Approval Procedure

Maintenance

1.5	Ben, Vic	Meeting with Nancy Larson on Streetscapes Grant
-----	----------	---

Ambulance

0.5	Dena, Ben	Vacate rental property, store property
10	Vic, Dena	Ambulance Commission Agenda Minutes from last two meeting Final DRAFT of Ambulance Agreement DRAFT Ambulance Business Plan

Fire

0.5	Paige, Vic	Reimbursement, DNR Wildfire
0.5	Paige, Vic	Fireworks, Condition Analysis Go/No Go

Communication

0.5	Paige, Vic	Fireworks, Standby Communication
-----	------------	----------------------------------

UNATTENDED TASKS

Vic	Treasurer, Purchasing Approval Procedure
Vic, Mary	Clerk, Personnel Policy Update (Approved 02/10/20)
Vic, Paige	Fire, OSHA Grant Application
Vic	Airport, Bank Account (Approved 03/09/20)
Vic	Unemployment e-Paperwork
Vic	Water, Water main Easements
Vic, Terri	Civic Center Access Control
Vic, MH	TEDA, Bank Account change (Approved 03/09/20)
Vic, Paige	Fire, Officer Job Descriptions
None	Sewer, Inflow and Infiltration reduction efforts

Hours for a week.

ROUTINE TASKS

Treasurer

5	Vic	Claims entry
3	Vic	Receipt Entry
2	Vic	Payroll End of Qrt Reporting

Clerk

6	Vic	Prep Agenda / Agenda Material
	Paige	Memo on Fire Ladder Truck
2	Vic	Unemployment Hearing Prep
1	Vic	Gundersen Trust Special Meeting 7/9

PROJECT OR ELEVATED ROUTINE WORK

Treasurer

1	Vic	Course, FEMA Decision Making and Financial Management for Fire and EMS Organization
5	Vic	Backlog Reconciliation
2	Vic	Meeting with Sharon Legg

Clerk

2	Vic	Mill Point / Dave Rose / City Attorney
1	Vic	Fire/Amb Hall Security System Familiarization
1	Vic	Purchasing Approval Procedure

Maintenance

6	Vic	OSHA Consultation Site Visit 6/8
	Ben	
	Dena	
	Paige	

Ambulance

5	Vic, Dena	Ambulance Commission meeting prep, follow-up
---	-----------	--

UNATTENDED TASKS

Vic	Treasurer, Purchasing Approval Procedure
Vic, Mary	Clerk, Personnel Policy Update (Approved 02/10/20)
Vic, Paige	Fire, OSHA Grant Application
Vic	Airport, Bank Account (Approved 03/09/20)
Vic	Unemployment e-Paperwork
Vic	Water, Water main Easements
Vic, Terri	Civic Center Access Control
Vic, Paige	Fire, Officer Job Descriptions
None	Sewer, Inflow and Infiltration reduction efforts
Vic	Credit Cards, Amb Director and Fire Chief

Vic Bank Account, electronic access Hoodoo, Airport

FUTURE TASKS

Terri Certifying unpaid Public Utilities Against Property (Nov)

Vic Elections Training (Clerk and Judges)

Vic Election, Primary 08/11/20

Vic Election, General 11/03/20

Week of 08/24/2020

Expected Who What
Hours

ROUTINE TASKS

Treasurer

2	Vic	Payroll
5	Vic	Claims entry
3	Vic	Receipt Entry

Clerk

2	Vic	Prep Agenda / Agenda Material 09/14
---	-----	-------------------------------------

PROJECT OR ELEVATED ROUTINE WORK

Treasurer

2	Vic, Dena	Covid-19 Funding Report
3	Vic	Meet with Ann Lamppa
3	Vic, John	Airport Grants
2	Vic	2021 Levy Preparation

Clerk

2	Vic, All	Personnel Policy
2	Vic	Ambulance Agreement Finalization
2	Vic, Mary Nancy	CDBG Survey

Elections

2	Vic	Election Training (self)
1	Vic	Election Judge Training (prep for General Election Training)
0.5	Vic	Election, Absentee Ballot Processing

Maintenance

1	Ben, Vic	2020 / 2021 Budget
2	ALL	Fire / Amb Hall Access Control

Ambulance

1	Dena, Orlyn	2020/2021 Budget
5	Vic, Dena	Ambulance Business Plan

Fire

0.5	Paige, Vic	Reimbursement, DNR Wildfire
1	Vic, Paige	2020 / 2021 Budget

UNATTENDED TASKS

Vic	Treasurer, Purchasing Approval Procedure
Vic, Paige	Fire, OSHA Grant Application
Vic	Airport, Bank Account (Approved 03/09/20)
Vic	Unemployment e-Paperwork

Vic	Water, Water main Easements
Vic, Terri	Civic Center Access Control
Vic, Paige	Fire, Officer Job Descriptions

RESOLUTION 2020-0XX

ESTABLISHING AN ABSENTEE BALLOT BOARD

Motion by: _____ Second By: _____

WHEREAS, the City of Tower is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective June 26, 2020; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in the City of Tower; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the City of Tower City Council hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 perform the task.

Passed and adopted by Tower City Council this 12th day of October, 2020.

VOTE	Kringstad	Norby	Majerle	Shedd	Setterberg
Aye	<input type="checkbox"/>				
Nay	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>				
Absent	<input type="checkbox"/>				

Orlyn Kringstad
Mayor

Attested by:

Victoria Ranua
City Clerk/Treasurer



Business Proposal

For: City of Tower

October 12, 2020



Document Management | Business Process Management | Enterprise Content

Victoria Ranua, City Clerk/ Treasurer
City of Tower
602 Main Street
Tower Minnesota 55790

Dear Victoria,

I am pleased to submit the attached proposal for a Laserfiche content management solution. OPG-3 is the premier reseller of Laserfiche software in the Upper Midwest as well as a respected systems integrator and consultancy.

OPG-3 views customer relationships as long-term, mutually beneficial partnerships where our customers benefit from our 20 years' experience and continuously multiply their ROI by using a single set of tools to solve multiple business problems. We have developed a reputation for creating innovative solutions to legacy business problems with a focus on usability and world class customer service.

We would be pleased to discuss any aspect of this proposal and to provide additional information related to our proposed solution or ability to deliver if requested. We look forward to the next steps and appreciate this opportunity.

Sincerely,

Nicole Traxler
Solutions Manager | OPG-3, Inc.
ntraxler@opg-3.com
651-233-5077

Contents

Executive Summary.....	4
About OPG-3	4
About Laserfiche	4
Laserfiche Cloud Licensing	5
Laserfiche Software Components	6
Cost Summary	8
Laserfiche Cloud – Initial Acquisition Cost & Annual Renewal	Error! Bookmark not defined.
System Expansion Options.....	8

Executive Summary

City of Tower has expressed interest in implementing a Laserfiche document management solution that will help the organization utilize document management to its fullest ability. City of Tower currently has a paper-based office, so the City would like to start going paperless.

The proposed Laserfiche solution bundles world class document management functionality with advanced searching, process automation and analytics that lay a foundation for any organization to go digital with its content. OPG-3 has helped other organizations with digital transformation by identifying pilot projects – like the digitization of clerk files or property records – to show the value of a Laserfiche solution and continuously improve the way information is captured, shared and managed throughout the organization.

About OPG-3

OPG-3 is the premier Laserfiche reseller and implementation partner for Laserfiche in the upper Midwest region. We have been helping organizations transform their relationship with content for more than 20 years. With more than 400 customers we have an enviable track record of successful implementations and a reputation for providing world-class customer service.

OPG-3 treats every sales opportunity as the beginning of a long-term partnership and the way we interact with our customers is evident in the consultative approach we take to the sales process. We look for the most efficient (cost and time) ways to provide the most value in everything we do. We offer to teach and train, so our customers can leverage our experience while providing their unique perspectives to their business problems.

OPG-3 has found a great deal of success partnering with organizations that operate in highly regulated environments. Our commitment to Agile Development and Continuous Improvement is a natural fit for organizations focused on operational and process improvements within the constraints of standardized procedures, accurate accounting of information and records, and the ability to quickly respond to audit requests.

About Laserfiche

Laserfiche provides a highly flexible and secure document repository and framework for building process automation and information management solutions. With more than 30 years of development focused on ease of use and the overall user experience, Laserfiche solutions can be tailored to meet the specific needs of an individual while automating complex business processes. The combination of flexibility, usability and security allows organizations to focus on improving the way they do business and regulatory compliance, simplified audits, and straightforward records retentions, are simply an outcome of doing things the right way.

Laserfiche Site Licensing

The Laserfiche Site License introduces a straightforward annual fee including software licenses, technical support, and software updates.

The Site License bundles the following products/functionality with each named user:

- Web, Mobile and Desktop Clients
- Web Administration Console
- Laserfiche Scanning
- Laserfiche Snapshot
- Laserfiche Import Agent
- Forms
- Records Management
- Advanced Audit Trail with Watermark Feature
- Laserfiche Connector
- Digital Signatures
- Integrations with:
 - Microsoft Office
 - Google Drive
 - OneDrive
 - DocuSign

Laserfiche Software Components

Laserfiche is packaged to meet the needs of every department within an organization. The licensing option being offered to City of Tower includes the below functionality.

Laserfiche Component	Description
Laserfiche Web Client	Enables users to access repository content through a web browser.
Laserfiche Mobile	Enables users to access repository content through an Android, iOS, or Windows Phone application.
Laserfiche Web Administration Console	Enables administrators to manage an installation through a web browser.
Laserfiche Snapshot	Virtually prints content into Laserfiche as a TIFF image, generates associated text for full-text searching, and allows for indexing upon import.
Laserfiche Advanced Audit Trail with Watermark Feature	Tracks attempted, and successful events performed in the repository including login, document deletion, and audit configuration modification.
Laserfiche Digital Signatures	Applies to electronic forms or to documents using a signing certificate.
Laserfiche Microsoft Office Integration	Allows for direct content import as well as indexing capabilities from a Laserfiche ribbon at the top of all Microsoft Office products. Within Outlook, emails and attachments can be imported to the repository with a single click and auto-indexed with information such as sender, subject, time received, etc.
Laserfiche Records Management	Provides integrated, DoD 5015.2 certified records management functionality to keep track of documents through their complete records lifecycle.
Laserfiche Forms	Enables organizations to collect, route and process information captured through electronic forms.
Laserfiche Connector	Provides a non-programmatic means for integrating Laserfiche with a line of business applications.
Laserfiche Quick Fields Complete	Provides batch processing capabilities assisting in automated data capture and storage through document classification, real-time lookups, zone OCR, auto-redaction, etc.

Laserfiche Quick Fields Agent	Enables scheduling of Quick Fields sessions to have them run unattended.
Laserfiche DocuSign Integration	Enables organizations to initiate a signing process with DocuSign from Laserfiche Web Client simply by choosing a document, DocuSign template, and who needs to sign it, while saving signed documents as a new version of the original.
Google Drive Integration	Enables users to quickly capture and centrally store all Google Drive content without needing to export it first.
OneDrive Integration	Enables users to quickly capture and centrally store all OneDrive and OneDrive Business content without needing to export it first.

Cost Summary

Software Cost Summary

This table includes the first year of annually renewed subscription licensing. The site license includes up to 100 users with all capabilities including citizen access and forms portal. It is a 3- year contract with annual 3% increases.

Laserfiche	Unit Count	Unit Price	Extended
Laserfiche Site License- Billed Annually	1	\$3,000	\$3,000.00
Software Total Year 1:			\$3,000.00

Services Cost Summary

OPG-3 provides comprehensive professional services that include consultation and design, system configuration, integration, migration, and custom software development. The costing estimates for the Document and Workflow Digitization implementation are inclusive of Requirements, Design, System Development, User Acceptance Testing, Push to Production and Knowledge Transfer and Transition to Support.

Professional services for projects are governed by a Statement of Work (SOW) that clearly outlines the scope and deliverables for a project and are priced at **\$185/hour**.

The services costs provided below are estimates based on the functional requirements outlined in the scope of work document and our experience working with cities.

Laserfiche Implementation Costs

Services	Hours	Price
Installation and Configuration	5	\$925.00
Services Total:		\$925.00

Prepaid block of hours for initial projects

We offer blocks of professional service hours to be purchased up front for use toward the following projects:

- Clerk Files Infrastructure
- AP Scanning & Filing with Barcode and Banyan Integration
- Contacts & Loan Filing
- Property/lease Files Filing
- Public Facing Document Retrieval – *future project*

Product Name	Quantity	Unit Price
Block of Hours	112	\$20,720

Total Initial Acquisition Cost

Type	Price
Software Total	\$3,000.00
Services Total	\$925.00
Block of hours	\$20,720.00
Total Initial Acquisition	\$24,645.00

Total Annual Recurring Cost: \$3,000.00

Note: 3- year contract with annual 3% increases

Acceptance and Initiation/Installation

Upon approval OPG-3 will invoice the City of Tower 100% of the proposed solution to include payment terms of net-30 days. If tax exempt please provide OPG-3 with your Tax-Exempt Certificate, at acceptance.

Name: _____

Date: _____
City of Tower