

## LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF TOWER AND BREITUNG TOWNSHIP

This agreement, shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of St. Louis, Sixth Judicial District, State of Minnesota. This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Township of Breitung, hereinafter referred to as the "Township," and the City of Tower, hereinafter referred to as the "City", both parties being bodies corporate and politic existing under the laws of the State of Minnesota

WITNESSETH:

Whereas, the City desires the Township to provide law enforcement services for the City pursuant to a written agreement;

Whereas, the Township is agreeable to rendering such services on the terms and conditions hereinafter set forth:

Whereas, such contracts are authorized and provided for by the provision of Minnesota Statutes Section 471.59.

Now, therefore, in consideration of the mutual covenants and promises between the parties hereto, the parties do agree as follows:

1. The Township agrees to provide law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth. Such services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Township Police Department under the laws of the State of Minnesota, and shall also include the enforcement of the City's traffic ordinances. Any other ordinance enforcement requested by the City shall be in writing, an email or text message and will be billed to the City on an Overtime Rate according to Exhibit D. Except as otherwise provided in this agreement, the Township of Breitung will provide coverage with the understanding that the hours regularly spent within the City will vary on a day-to-day basis based on the officer's scheduled shifts within the confines of the 40 hour a week total combined coverage for the Township and the City unless otherwise necessary and approved by a Township Board member. The performance of such services, the standards of performance, discipline of the officers, other matters related to personnel and human resources, and the control and number of personnel shall remain the responsibility of the Township. with the understanding that the City and Township will work together in the 2022 calendar year to work on a Joint Committee to manage the Police Department. Both parties will negotiate with one another in good faith to potentially establish a joint powers agreement to manage the Police Department. The Township Police Chief shall provide a monthly written incident/activity report, sent via

email to be reviewed at meetings of the Tower City Council. The Township shall provide other information relating to the law enforcement services provided hereunder to the City Council upon request. The City and the Township acknowledge that both parties are bound by the Minnesota Government Data Practices Act (Minnesota, Statute, Chapter 13).

2. To facilitate the performance of these law enforcement functions, it is hereby agreed by the City that it shall:
  - A. Provide the Township with full cooperation and assistance from the City and the City's Officers, agents, and employees and give full access to any records or data of the City needed in performance of the duties and responsibilities arising under this Agreement.
3. For the purpose of performing said functions, the Township shall furnish and supply all necessary labor, supervision, communication, and dispatching necessary to maintain the level of services to be rendered hereunder. Officers shall remain at all times Township employees, subject to the direction and control of the Township and/or Township designee.
4. Incident/Criminal Investigations will be conducted as deemed appropriate given the seriousness and/or complexity of the situation as well as the associated skill set(s) and technical competencies required. In all cases where the investigatory matter warrants outside resources and a collaborative approach, the Township's Chief Law Enforcement Officer will not hesitate to contact entities such as the St. Louis County Sheriff's Agency, the Bureau of Criminal Apprehension, The Federal Bureau of Investigation, etc., in a timely fashion. The City of Tower may make a request to The Township's Board in writing and the City of Tower via the Township's Board reserve the right to direct the Chief Law Enforcement Officer to take such action if deemed necessary and not already taken.
5. The Township agrees to maintain municipal liability insurance in an amount not less than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subdivision 1, as amended. The City shall be added as an additional insured to the Township's municipal liability coverage. The Township shall be added as an additional insured on the municipal liability insurance policy in an amount not less than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subdivision 1, as amended. The Township shall maintain automobile liability coverage on any automobile owned by the Township, which coverage shall be primary. The Township shall maintain worker's compensation coverage on its employees who will be providing services pursuant to this agreement as required by law. The Township agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses including attorney fees, arising out of or resulting from the Township's performance or failure to perform its obligations under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Township or anyone for whose act the Township may be liable. The City agrees to defend and indemnify the Township, and its officers, employees and agents, from and against all claims, damages, losses and

expenses, including attorney fees, arising out of or resulting from the City's performance or failure to perform its obligations under this Agreement; but only to the extent cause in whole or in part by the negligent acts, errors or omissions of the City or anyone for whose acts the City may be liable. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 for some or all of the parties may not be added together to determine the maximum amount of liability for any party. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any party for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect or duty, or bad faith.

6. The City agrees to pay the Township the sum of sixty-five thousand three hundred fifty-one dollars and sixteen cents (\$65,351.16) per year for the performance of all services covered by this agreement. The annual cost shall be divided into 12 payments of five thousand four hundred forty-five dollars and ninety-three cents (\$5445.93). The City agrees to pay the monthly payments to commence on \_\_\_\_\_.
7. It is understood and agreed by the parties that the City may request increased patrols or law enforcement presence at events or special functions; and that police officers acting on behalf of the City may be required to attend hearings, trials, depositions or otherwise take actions which would be in addition to the hours of service provided for hereunder. The City agrees to pay the Township any costs associated with covering such events or circumstances arising therefrom, which will be billed as specified in Exhibit D and submitted on a monthly basis to the City for payment and must be paid within 30 days of its rendering.
8. It is understood and agreed by the parties that further negotiations may occur to revise, delete, or add to language in this Agreement or to correct the amount paid to reflect actual costs and that any changes made hereafter shall be in writing and attached hereto as an addenda to this Agreement.
9. This agreement shall be effective commencing upon approval and signature of the parties hereto, and shall remain in effect until December 31, 2022, unless notice of termination is given by the parties as provided in Paragraph (10) herein. This Agreement may not be modified or amended except by written agreement signed by all parties to this Agreement. There is to be an Annual Review Process by both parties to begin in October of 2022.
10. Notwithstanding the provisions hereinbefore set forth, either party may terminate this Agreement, with or without cause, upon written notice to the other party not less than (90) calendar days prior to the date of such termination. If the contract runs for less than 1 year, amounts to be prorated. Notice of termination shall be directed to the City Clerk-Treasurer of the City of Tower or to the Town Clerk of the Township of Breitung. In the event that either party fails to perform substantially its obligations pursuant to this Agreement, the other party, upon thirty (30) days written notice directed to the defaulting party, may declare this Agreement breached and may proceed with litigation to recover its damages in law and equity from the breach. The Township reserves the absolute right to terminate in the event of failure to receive reimbursement or payment within 30 days

of rendering a bill. The City shall compensate the Township for all services provided pursuant to this Agreement, up to the date of termination, in accordance with Paragraph (6) of this Agreement. In the event of any material breach of this agreement, both parties agree that the party in default shall compensate the other party for all reasonable costs, disbursements, expenses, and attorney fees caused by the defaulting party's breach of this Agreement. Upon termination of this Agreement, all parties shall retain any property that party has purchased or acquired in furtherance of this Agreement, unless otherwise mutually agreed, in writing, by all parties to this Agreement. It is further understood that payment and receipt of ~~of~~ any fine and/or forfeiture monies resulting from arrests made by the Township Officers within the jurisdictional territory of the City shall be disbursed pursuant to Minnesota State Statute. Except as otherwise provided for herein, it is also understood that any and all court costs and/or attorney's fees or other expenses incurred by the Township for any arrests made within the City will be the responsibility of the City.

11. The Township shall be excused from the performance of any duty or obligation incumbent upon it under this Agreement during any period in which Township shall be prevented from completing or performing such duty or obligation by reason of strikes, walkouts, labor troubles, restrictive governmental laws or regulations, riots, insurrection or war or other reason of like nature not the fault of the Township.
12. Authorized Representatives: The Township's authorized representative for all scheduling matters shall be the Chief Law Enforcement Officer of the Township. The City's authorized representative shall be the City Clerk-Treasurer.

In WITNESS WHEREOF, The City of Tower, duly adopted by its governing body on \_\_\_\_\_ (date) has authorized this Agreement to be signed by its Mayor and attested to by its City Clerk-Treasurer; and the Township, duly adopted by its Board of Supervisors on \_\_\_\_\_ (date); has authorized the signing of this Agreement.

CITY OF TOWER

By: \_\_\_\_\_  
Mayor David Setterberg

By: \_\_\_\_\_  
City Clerk-Treasurer Michael Schultz

TOWNSHIP OF BREITUNG

By: \_\_\_\_\_  
Chairman Timothy Tomsich

By: \_\_\_\_\_  
Supervisor Charles Tekautz

By: \_\_\_\_\_  
Supervisor Gregory Dostert

By: \_\_\_\_\_  
Clerk, Dianna Sundahl

2022 Costs 2.5% increase from 2021	
Salary, Benefits, Expenses	\$ 130,104.41
State Aid-received in 2021	\$ (18,902.07)
Total	\$ 111,202.34
Total/2	\$ 55,601.17
Vehicle Reserve	\$ 5,000.00
Total/2	\$ 2,500.00
Sick/Vacation	\$ 6,500.00
Total/2	\$ 3,250.00
Administrative Costs	\$ 4,000.00
Tower Total Yearly Costs	\$ 65,351.17
Monthly Cost for 2022	\$ 5,445.93

Wages	Time	2022 OT Pay Rate	Medicare @ 1.45%	PERA @ 17.7%	Unemployment @ .2%	Workers Comp @ 7.5%	Total Bill/Hr
Police Chief	OT X 1.5	\$ 42.84	\$ 0.62	\$ 7.58	\$ 0.09	\$ 3.21	\$ 54.34
	OT X2	\$ 57.12	\$ 0.83	\$ 10.11	\$ 0.11	\$ 4.28	\$ 72.46
P/T Officers	OT 1.5	\$ 33.00	\$ 0.48	\$ 5.84	\$ 0.07	\$ 2.48	\$ 41.86
	OT X2	\$ 44.00	\$ 0.64	\$ 7.79	\$ 0.09	\$ 3.30	\$ 55.81



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the Township of Breitung on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of One Hundred Fifty Dollars (\$150.00) or a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent  
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Avenue  
Saint Paul, MN 55106



Telephone: 651.793.1007  
Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Daniel Reing, Chief  
Address: 41 1<sup>st</sup> Ave  
PO Box 6  
Soudan, MN 55782  
Telephone: 218.753.6660  
Email Address: [police@breitungtownship.org](mailto:police@breitungtownship.org)

## 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

## 7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**  
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

### **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

### **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

***The Parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. GOVERNMENTAL UNIT**

Name: Timothy Tomsich  
(PRINTED)

Signed: \_\_\_\_\_

Title: Chairman, Breitung Township  
(with delegated authority)

Date: December 2<sup>nd</sup>, 2021

Name: Dianna Sunsdahl  
(PRINTED)

Signed: \_\_\_\_\_

Title: Clerk, Breitung Township  
(with delegated authority)

Date: December 2<sup>nd</sup>, 2021

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to the Office of State Procurement

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

Date: \_\_\_\_\_

## Resolution 2021-30

Breitung Township

Of St Louis County, Minnesota

**WHEREAS**, the Township of Breitung on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the Township is eligible. The Joint Powers Agreements further provide the Township with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the Township to pay the costs for the network connection.

**NOW, THEREFORE, BE IT RESOLVED** by the Township of Breitung Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the Township of Breitung on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Chief, Daniel Reing or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the Township's connection to the systems and tools offered by the State.
3. That Timothy Tomsich, the Chair for the Township of Breitung, and Dianna Sundahl, the Township Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 2<sup>nd</sup> day of December, 2021.

Upon vote taken, the following voted: Chairman Tomsich, Supervisor Tekautz, Supervisor Dostert

FOR:

AGAINST:

---

By: Timothy Tomsich  
Its Chair

ATTEST: \_\_\_\_\_  
By: Dianna Sundahl  
Its Township Clerk

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the Township of Breitung on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 190272, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court

Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary



for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

**b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

**e.** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration

documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent

authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial

Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Timothy Tomsich  
(PRINTED)

Signed: \_\_\_\_\_

Title: Chairman, Breitung Township  
(with delegated authority)

Date: December 2<sup>nd</sup>, 2021

Name: Dianna Sunsdahl  
(PRINTED)

Signed: \_\_\_\_\_

Title: Clerk, Breitung Township  
(with delegated authority)

Date: December 2<sup>nd</sup>, 2021

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

Date: \_\_\_\_\_

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_



# Saint Louis County

Planning and Community Development Department • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)  
[landuseinfo@stlouiscountymn.gov](mailto:landuseinfo@stlouiscountymn.gov)

**Matthew E. Johnson**  
Director

November 23, 2021

Breitung Township  
PO Box 56  
Soudan MN 55782

VIA EMAIL: [clerk@breitungtownship.org](mailto:clerk@breitungtownship.org)

Please be advised that the St. Louis County Planning Commission will review your application for a zoning map amendment, on **Thursday, December 9, 2021, at 9:10 A.M.**

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

The hearing time is approximate – your case may begin later than the stated time, however, it will never begin earlier than the time shown above.

**\*\*\*This meeting will be open to the public with social distancing measures in place.\*\*\***

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

If you have any questions, please contact Jenny Bourbonais, St. Louis County Land Use Manager, at [bourbonaisj@stlouiscountymn.gov](mailto:bourbonaisj@stlouiscountymn.gov).

Citizens can submit public comments relating to the public hearing using one of the following methods:

1. **Preferred method:** Email your comments to Jenny Bourbonais, St. Louis County Land Use Manager, at [bourbonaisj@stlouiscountymn.gov](mailto:bourbonaisj@stlouiscountymn.gov). Emails must be received by **noon** on **Monday, December 6, 2021**, in order to be presented to the Planning Commission and viewed online.

☐ **Duluth Office**  
Government Services Center  
320 W 2<sup>nd</sup> St, Ste 301  
Duluth, MN 55802  
Phone: (218) 725-5000  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 725-5029

☒ **Virginia Office**  
Government Services Center  
201 South 3<sup>rd</sup> Avenue West  
Virginia, MN 55792  
Phone: (218) 749-7103  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 749-7194



2. Mail your comments to one of the St. Louis County Government Services addresses (located in Duluth or Virginia). Your comments must be received in the mail by **Monday, December 6, 2021**, in order to be presented to the Planning Commission and viewed online.
3. Provide testimony in person the day of the hearing. **It is requested that you contact our office if you anticipate in-person attendance so that we may ensure social distancing measures.**
4. You will also have the opportunity to raise your “virtual hand” while utilizing the WebEx software during the public hearing. To learn more about WebEx, please visit [www.webex.com](http://www.webex.com).

**Please provide your contact email and phone number to Angela Lepak at [lepaka@stlouiscountymn.gov](mailto:lepaka@stlouiscountymn.gov) or Jenny Bourbonais at [bourbonaisj@stlouiscountymn.gov](mailto:bourbonaisj@stlouiscountymn.gov) so that we can send you an electronic invitation to virtually attend the hearing.**

A copy of the Staff Report regarding your rezoning request is enclosed. This report has been furnished to members of the Planning Commission and is the basis for the presentation which will be made at the public hearing. If you wish to be provided a hard copy of this report or any other materials, please contact our office. Please be prepared to present any information relevant to your case at the hearing.

If you have any questions regarding the staff report, please contact me by phone at 218-749-0643 or toll free at 1-800-450-9777, extension 7643 or by e-mail at: [EricksonS1@stlouiscountymn.gov](mailto:EricksonS1@stlouiscountymn.gov) prior to the hearing.

Sincerely,

Stephen Erickson, Planner

Enclosures

**\*\*In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Planning Department 72 hours prior to the meeting at (218) 749-7103\*\***

---

☐ **Duluth Office**  
Government Services Center  
320 W 2<sup>nd</sup> St, Ste 301  
Duluth, MN 55802  
Phone: (218) 725-5000  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 725-5029

☒ **Virginia Office**  
Government Services Center  
201 South 3<sup>rd</sup> Avenue West  
Virginia, MN 55792  
Phone: (218) 749-7103  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 749-7194



# ST. LOUIS COUNTY PLANNING COMMISSION STAFF REPORT

INSPECTION DATE: 11/3/21

REPORT DATE: 11/22/21

MEETING DATE: 12/9/21

## APPLICANT INFORMATION

**APPLICANT NAME:** Township of Breitung

**APPLICANT ADDRESS:** PO Box 56

**OWNER NAME:** TOWER/BREITUNG WASTEWATER BOARD

**SITE ADDRESS:** N/A

**LEGAL DESCRIPTION:** SW ¼ of SE ¼ S33, T62N, R15W (Breitung)

**PARCEL IDENTIFICATION NUMBER (PIN):** 270-0020-03330

**NATURE OF REQUEST:** A rezoning involving Section 33 of T62N, R15W. The proposed zoning change is from RES-11 to MU-4.

**PROPOSAL DETAILS:** The applicant is requesting to rezone a 40 acre parcel owned by the City of Tower to allow for future non-residential development. The parcels were previously rezoned to Residential (RES-11) in 2002 to accommodate for residential development that never was constructed. The applicant is requesting Multiple Use (MU-4) zoning to be consistent with surrounding zoning and uses allowed within a Multiple Use district.

## PARCEL AND SITE INFORMATION

**ROAD ACCESS NAME/NUMBER:** Junction Rd 4597

**ROAD FUNCTIONAL CLASS:** Local

**LAKE NAME:** N/A

**LAKE CLASSIFICATION:** N/A

**RIVER NAME:** East Two River

**RIVER CLASSIFICATION:** Trout Stream (TRO)

**DESCRIPTION OF DEVELOPMENT ON PARCEL:** Undeveloped

**ZONE DISTRICT:** RES 11

**PARCEL ACREAGE:** 40

**LOT WIDTH:** 1320

**FEET OF ROAD FRONTAGE:** N/A

**FEET OF SHORELINE FRONTAGE:** N/A

## PARCEL AND SITE INFORMATION

**VEGETATIVE COVER/SCREENING:** The parcel is currently wooded.

**TOPOGRAPHY:** The parcel has a total elevation change of 44 feet.

**FLOODPLAIN ISSUES:** N/A

**WETLAND ISSUES:** A wetland delineation has been submitted, outlining wetlands on the parcel.

## FACTS AND FINDINGS

### A. Plans and Official Controls:

1. St. Louis County Ordinance 62, Article VIII, 8.7 C, requires a public hearing for proposed zoning map amendments.
2. The existing RES-11 zoning is not consistent with the zoning in the surrounding area. Residential zoning is intended to be used in areas with extensive or potential for extensive residential development. Residential districts restrict non-residential uses. Since 2002, no extensive residential development has occurred.
3. Multiple Use is intended to accommodate a wide range of uses, if properly sited, in the rural areas of St. Louis County, due to the low density of development. Multiple Use zoning is more consistent with the surrounding area and accommodates both residential and non-residential uses.

### B. Zoning:

1. The existing zoning around the subject parcel is MU-4, FAM-3, and RES-3 along the East Two River. The East Two River is classified as a Trout Stream and all Trout Streams have a 300-foot Residential zoning buffer.
2. Residential zone districts are intended to provide a residential living environment and where nonresidential uses are restricted.
3. The current proposal by the township is to only rezone a portion of what was rezoned in 2002.
4. The parcels were previously zoned FAM-3 prior to being rezoned to RES-11 in 2002.
5. The township will meet to discuss proposal on December 2<sup>nd</sup>, 2021, this will be after notices have been sent. The township may be able to provide further information regarding the intent of rezoning and the township should state why the northern parcels are remaining as RES-11 and not included in the request to rezone.

### C. Public Need:

1. The city of Tower is approximately ½ mile from the proposal.
2. The parcels were originally rezoned for residential development that was never constructed.
3. Breitung Township is anticipated to hold a public meeting to discuss the rezoning on December 2, 2021, to gather further public information.
4. The township has indicated the rezoning would allow for a future use that will require a Conditional Use Permit.
5. The township has indicated the public need for the rezoning to allow for future use of the property for a non-residential development.

### D. Public Interest:

1. The surrounding area is mostly forested vacant land.

2. A portion of the property proposed to be rezoned contains wetlands; a wetland delineation has been submitted by the applicant.
3. The surrounding area is mostly vacant land. The Tower/Soudan water tower is on the adjoining parcel to the north.
4. The parcel is located within the forest and agriculture district of the comprehensive land use plan as these areas intended primarily for forest and/or agriculture uses

**E. Other Factor(s):**

1. Change in zoning to Multiple Use is consistent with what previously existed prior to being changed to RES-11 in 2002.
2. The rezoning will allow for a future use that would require a Conditional Use Permit, as well as other non-residential uses consistent with the area.

**See attachments: 1. Zoning/location map 2. Air photo 3. Site sketch 4. Project picture (if applicable) 5. Other pertinent pictures or maps**

## **PLANNING COMMISSION CRITERIA FOR APPROVAL OF A REZONING REQUEST**

**Amendments to the zoning map shall be recommended for approval only upon the finding by the Planning Commission that all of the following conditions exist:**

1. **The proposed zoning shall be consistent with the comprehensive or land use plan adopted for the county.**
2. **The proposed zoning shall not be spot zoning, which is zoning to discriminate in favor of one lot or parcel out of harmony with surrounding lots or parcels and the comprehensive or land use plan and without benefit to the community.**
3. **There shall exist a clear public need for and benefit from additional zoning of the type proposed, which shall be above and beyond any benefit or convenience to the landowner.**
4. **Beyond a public need being evident, there shall be a showing that the public interest would be best served by rezoning the property in question rather than other property in the community.**

## **RECOMMENDED CONDITIONS, IF APPROVED**

In the event the Planning Commission determines the criteria for rezoning have been met, staff recommends that the Planning Commission forward the proposal onto the County Board with the recommendation to approve a zoning map amendment involving Section 33 of T62N, R15W. The proposed zoning change is from RES-11 to MU-4.

TOWNSHIP OF BREITUNG  
RESOLUTION NO. 2021-23

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS  
TOWNSHIP OF BREITUNG

RESOLUTION AUTHORIZING THE TOWNSHIP OF BREITUNG TO  
REZONE REAL PROPERTY LOCATED IN BREITUNG TOWNSHIP

WHEREAS THE authorizing authority approves of the rezoning of real property located in Breitung Township as parcel ID: 270-0020-03330.

WHEREAS it has been determined to be in the best interest of Breitung Township that the real property located in Breitung Township and legally described as the SW ¼ of the SE ¼ Section 33, Township 62 North, Range 15 West, be rezoned from RES-11 to MU-4, it is therefore

RESOLVED that the authorizing authority of the Township of Breitung does adopt this resolution and authorizes the Clerk to submit the necessary paperwork to the office of St. Louis County Planning and Zoning and take such further action as may be necessary to carry out the foregoing.

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution NO. 2021-23 was declared duly passed and adopted this 23rd day of September, 2021 and again agreed upon on the 2<sup>nd</sup> day of December 2021.

---

Timothy Tomsich – Chairman

---

Dianna Sundahl – Clerk



# City of Tower

PO Box 576 • Tower, MN 55790 • (218)753-4070

October 7, 2021

Boards of Ambulance Commission members,

At the City of Tower Ambulance Commission meeting on Monday, October 4, 2021, the members supported a physical copy of the 2021 agreement be sent to all involved governmental entities. This is a multi-governmental agreement. The City of Tower will consider this agreement at its Monday, October 11, 2021 meeting. Please send a physical copy of the signature page back to: City of Tower, PO Box 576, Tower, MN 55790.

The City of Tower would like to extend our gratitude for your support over the decades of the ambulance service. The City has provided ambulance services since 1958, and in the 1990's the State of Minnesota created "Primary Service Areas" for all licensed ambulance services which extended the scope of our service area, which covers the residents (permanent and seasonal) and guests of your area. Early on in this expanding coverage area, affected government's came together to financially provide for this service and in some cases started their own emergency responder units to support the service.

Rural ambulances across the country face many struggles- long distance to patient and hospital, fixed payments from Medicare/Medicaid and other insurances that don't cover the cost of providing the service, increasing demand for service, and staffing changes (true volunteer to paid employees), general staffing difficulties. The Tower Area Ambulance Service is not immune to these same issues. Your support of the service helps alleviate the burden of figuring out how to do this alone.

If you have any questions you can contact myself at [clerk.treasurer@cityoftower.com](mailto:clerk.treasurer@cityoftower.com) and 218-753-4070 or Ambulance Director Dena Suihokenen at [ambulance@cityoftower.com](mailto:ambulance@cityoftower.com) and 218-750-3002.

Respectfully,

Victoria Ranua  
Clerk/Treasurer

**AMBULANCE VEHICLE REPLACEMENT AID AGREEMENT  
BETWEEN THE ENTITIES SERVED BY THE  
MINNESOTA STATE ESTABLISHED PRIMARY SERVICE AREA OF THE  
TOWER AREA AMBULANCE SERVICE**

**THIS AMBULANCE REPLACEMENT AID AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **CITY OF TOWER**, a municipal corporation (“City”) and the **BOIS FORTE BAND OF CHIPPEWA**, a federally recognized Indian Tribe, and the **TOWNSHIP OF BREITUNG, TOWNSHIP OF EAGLE’S NEST, TOWNSHIP OF GREENWOOD, TOWNSHIP OF KUGLER, TOWNSHIP OF VERMILION LAKE**.

**RECITALS**

- A. The City of Tower has provided ambulance service to this area since 1958.
- B. The State of Minnesota, through Minn. Stat. §144E.06, established primary service areas for licensed ambulance services to ensure that all areas have ambulance coverage and to eliminate any overlaps in coverage. The legal primary service area established by the State Emergency Medical Service Regulatory Board for the Tower Area Ambulance Service (license #244) (“Ambulance Service”) extends beyond the city limits and is as follows:

T60NR15W – sections 1 through 12, 17 through 20, W ½ of 16 and 21	Township of Embarrass, nearly ½
T61NR14W – sections 1 through 18	Unincorporated
T61NR15W	Township of Kugler, entire, and portion of City of Tower
T61NR16W	Township of Vermilion Lake, entire
T61NR17W – sections 1, 2, 11 through 14, 23 through 29, 32 through 36	Unincorporated
T62NR14W	Township of Eagle’s Nest
T62NR15W	Portion of City of Tower and entire Township of Breitung
T62NR16W	Bois Forte tribal lands and portion of Township of Greenwood
T62NR17W – sections 1, 12, 13, 24, 25, 36	Unincorporated
T63NR14W – sections 31, SW ½ of 30 and 32	Unincorporated
T63NR15W	Unincorporated
T63NR16W	Unincorporated
T64NR15W – sections 13 through 36	Unincorporated
T64NR16W	Unincorporated

- C. The City of Tower recognized early on in the establishment of the primary service area that it could not continue to provide this service all at its own expense and sought the

financial assistance from the governments within its primary service area for the provision of monies for the large capital expense associated with the purchase and replacement of ambulance vehicles. Whereas, all governmental entities, except Embarrass Township and Saint Louis County for unorganized townships, have contributed since 1989 over the course and duration of several prior agreements addressing this issue.

- D. The primary service area established by the State has no requirement that the benefiting entities contribute financially or otherwise to the licensed ambulance service. Each entity has voluntarily entered into the past agreements based on a shared understanding of the value of the service to their respective population and economy.
- E. As of the date of this draft, June 30, 2020, the Ambulance Services has three ambulance vehicles in service, each at the end of its life.

Ambulance	Years of Service	Mileage	Condition
Unit 1--GMC Duramax 4500	9	109,635	Fair
Unit 2--Chevrolet 4500	1	18,961	Excellent
Unit 3-- Ford E450 Super Duty (4x4)	Retiring 2021	103,120	Poor

- F. The cost of ambulance vehicles has increased over time due to additional regulatory requirements as well as general cost of vehicles.

**NOW, THEREFORE** in consideration of their mutual covenants and promises as set forth herein, the Parties hereby agree as follows:

The intent and purpose of the agreement is to ensure adequate capital funds to purchase ambulance vehicles for the continued operation of a licensed ambulance service benefiting the parties to this agreement. All other costs associated to operate the licensed ambulance service are the sole responsibility of the City. However, because the operation of the ambulance service is inextricably linked to the use and replacement schedule of ambulance vehicles, this agreement is intended to specifically address that component of operating the ambulance service. The terms of this Agreement are not intended to imply or suggest that the parties to this agreement (other than the City of Tower) are responsible for the operation of the ambulance service, except as provided below.

- 1. Definitions. For the purpose of this agreement, the following terms have the assigned meaning:
  - a. **Aid.** Public monies provided to government entity for the provision of a public good or service.
  - b. **Ambulance Vehicle.** All the physical components of a licensed ambulance vehicle, including equipment permanently attached to the unit.
  - c. **Ambulance Service Fund.** The municipal enterprise fund which accounts for the operation and maintenance of the ambulance service.



- d. **Ambulance Vehicle Replacement Fund.** The restricted municipal enterprise capital fund which accounts for all sources of revenue and expenditure related to ambulance vehicles and the equipment permanently attached to an ambulance vehicle. This includes City, Township contributions specified within this agreement and any other contribution the city makes. Bois Forte Band of Ojibwe will be asked for continued voluntary contributions as well.
- e. **Transfer.** An urgent request from a medical facility to transport a patient to another facility that can provide the higher or more specialized care needed by the patient.

1. **TERM.** This Agreement shall have a term starting January 1 and ending on December 31, 2021.

2. **AID CONTRIBUTION RATE PER ENTITY / CLASS OF SERVICE.**

- a. The rates from the previous agreement term of 2016-2018 will remain in effect for the term of this agreement and add an interfacility transport contribution as set forth in subsection c. below.

b. *POPULATION-BASED CONTRIBUTIONS*

Entity	Residential Population <sup>1</sup>	Rate/ Per Capita	Amount
City of Tower	502	\$15.00	\$7,530
Township of Breitung	580	\$15.00	\$8,700
Township of Eagle's Nest	235	\$15.00	\$3,525
Township of Embarrass	585	\$15.00	unknown
Township of Greenwood <sup>2</sup>	900	\$15.00	\$13,500
Township of Kugler	173	\$15.00	\$2,595
Township of Vermilion Lake	279	\$15.00	\$4,185
Transfer Miles		\$1.66	unknown
			<b>\$39,855</b>

Payment will be made in ½ payments due on June 30, 2021 and December 31, 2021.

- c. *INTERFACILITY TRANSPORT CONTRIBUTIONS.* The city accepts transfers according to Minn. Stat. § 144E.101, Subd 13. The city will contribute \$ per mile per transfer performed. This amount will be total mileage (to facility, transport, and return trip), not insurance billable loaded mileage (one way). By the 15<sup>th</sup> of

<sup>1</sup> Based on 2018 Minnesota State Demographer 2018 Report,  
[https://mn.gov/admin/assets/mn\\_cities\\_townships\\_estimates\\_sdc\\_2018v2\\_tcm36-397170.xlsx](https://mn.gov/admin/assets/mn_cities_townships_estimates_sdc_2018v2_tcm36-397170.xlsx)

<sup>2</sup> Greenwood Township include both residents solely residing in the township, and those who reside in the overlapping jurisdictions of Greenwood Township and the Bois Forte Band of Chippewa.

each month, the City's Ambulance Service will make a report of each transfer total mileage and submit that to the City Clerk for the preceding month's activity. Based on this, the City Clerk/Treasurer will make a deposit from the Ambulance Service Fund to the Ambulance Vehicle Replacement Fund in the amount of total monthly Transfer mileage x \$1.66. This contribution will be retro-active for transfers made in 2020 prior to the agreement amount.

For illustration, in 2019, the Tower Area Ambulance Service had a total transfer mileage of 34,740. Had this agreement been in place it would have contributed \$57,668.40 to the Ambulance Vehicle Replacement Fund.

- d. *ENTERPRISE CONTRIBUTION*. The Bois Forte Band of Chippewa operates Fortune Bay Casino Resort enterprise on its Lake Vermilion lands. This enterprise generates a guest population which also utilizes the ambulance service. The Band agrees to a continued voluntary contribution of \$5,000 per year to the Ambulance Vehicle Replacement Fund.
  - e. *DISPOSAL CONTRIBUTION*. The revenue collected from any sale or salvage of an ambulance taken out of commission for the Ambulance Service will be returned to the Ambulance Vehicle Replacement Fund. Conditions for disposal are covered elsewhere in this Agreement.
3. **AMBULANCE VEHICLE REPLACEMENT FUND**. The monies received as ambulance vehicle replacement aid has and will continue to be kept in a restricted enterprise capital account for the sole purpose of the purchase of an ambulance. No monies may be removed or transferred from the Ambulance Vehicle Replacement fund for any purpose unless reviewed and approved by the Ambulance Commission. All parties to this agreement will receive both quarterly bank statements and accounting reports on this fund. These provisions are memorialized in City Resolution 2020-013.
4. **TOWER AREA AMBULANCE COMMISSION**. The Tower Area Ambulance Commission ("Ambulance Commission") will be comprised of the parties to this agreement to review and discuss the current and future ambulance vehicles replacement needs for the Ambulance Service.
- a. **WHO:**
    - i. **Elected Official**. At least one elected or appointed official or position from each party to this agreement. Each party must provide the contact information for the elected or appointed individual(s). The Party can change appointed individual but should update contact information before an Ambulance Commission Meeting.
    - ii. **Ambulance Service representative**. At least one administrative staff member from the Ambulance Service.

**WHAT:**

- iii. **Ambulance Commission.** Discussion of Ambulance Replacement Funding for the Tower Area Ambulance Service. The Ambulance Commission will review and approve of how the service is run as it relates to the scheduling of ambulance replacement and will review and approve of each decision to purchase a new ambulance (time, type, usage), and funding levels and methods employed to help ensure adequate financial resources to support replacement of an ambulance vehicle on a prudent schedule.
- iv. **Appointed Officials.** Are responsible for communicating the information back to their respective governing bodies before the next scheduled meeting of that board.
- v. **Ambulance Service.**
  - 1. The Ambulance Service representative. The City will designate an ambulance service representative. This individual will be the main point of contact for the Ambulance Commission and will be responsible for setting and distributing meeting agendas, preparing agenda item reports, supplying minutes, and facilitating the meeting.
  - 2. The Ambulance Service. The Ambulance Service will provide a staff member to prepare minutes.
- vi. **Communication between Ambulance Commission and City Council.**
  - 1. Quorum Vote Recommendations. If the Ambulance Commission makes a recommendation by motion, the motion must pass by a quorum of all parties to this agreement.
  - 2. City Council. Must consider the recommendation at the next regularly scheduled meeting or a special meeting called for the purpose of considering the recommendation, whichever is first.
- b. **WHERE:** City of Tower Civic Center, 404 Pine Street, Tower, MN.
- c. **WHEN:**
  - i. Regular meetings. First Monday of each new Quarter.
  - ii. Special Meetings. Must provide all entities a seven-day notice.
- 5. **BUSINESS PLAN.** By the 3<sup>rd</sup> Quarterly meeting of the Ambulance Commission, the City shall present a draft business plan for the ambulance service. Ambulance Commission comments on the plan will be reviewed at the next regular meeting of the City Council and incorporated into a final business plan and the following year's Ambulance Service Fund Budget.
- 6. **QUARTERLY REPORTS.** The City will provide to the Ambulance Commission detailed reports in the format of the Commission's choosing:
  - a. *FINANCIAL REPORTS.*
    - i. Ambulance Replacement Fund.
    - ii. Ambulance Service Fund.
  - b. *VEHICLE OPERATION AND MAINTENANCE COSTS.*

- i. Status report of vehicles (out of commission, etc.)
  - ii. Mileage reports
    - 1. 911 miles
    - 2. Transfer mileage
    - 3. Miscellaneous mileage (fueling, repairs, training, etc.)
- 7. **REPLACEMENT.** The Ambulance Commission, based on the adopted Business Plan for the Ambulance Service, current regulatory requirements for ambulance vehicle licensure, information from Ambulance Service representative, and any relevant outside contractors or vendors, will review and approve the ambulance replacement schedule and amounts needed from the various sources to ensure the Ambulance Replacement Fund has adequate reserves to make a capital vehicle purchase or identify the amount the City needs to contribute to the account for any difference between the anticipated purchase price and the current or expected Ambulance Replacement Fund balance.
  - a. *Recommendation.* The Ambulance Commission will approve and recommend to the City Council, an ambulance replacement schedule, ambulance vehicle purchases.
  - b. *Appropriation of Funds.* The City Council may act on appropriating Ambulance Vehicle Replacement Funds based only on a recommendation of a quorum of the Ambulance Commission and the funds must be present within the physical bank account or be pledged to be present at time payment is required. Any party may pledge additional contributions above the contributions specified within this agreement.
- 8. **ACCESS TO AMBULANCE VEHICLES.** Each party to this agreement shall have the right to access to the ambulance vehicles to conduct an inspection as to the current condition of any of the ambulance vehicles. Access shall be provided within an agreed upon time frame, except if the vehicle is dispatched to an emergency.
- 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:
  - a. End of its useful life.
  - b. No longer safe to transport passengers and cannot be repaired in a satisfactory manner.
  - c. 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.
- 10. **DAMAGE, DESTRUCTION, AND INSURANCE.** The City shall maintain insurance coverage for all ambulance vehicles in the amount deemed appropriate by the City but in no event shall be less than the replacement cost of the vehicle. If all or any part an

ambulance vehicle is damaged above a minimal amount or destroyed, the City shall notify the parties to this agreement of such fact in a reasonable amount of time and the Ambulance Commission shall immediately commence and diligently consider or pursue repair to return the ambulance vehicle to service.

11. **INDEMNIFICATION.** The City agrees to defend and indemnify the Band and/or the Townships against any claims brought or actions filed against the Band and/or Townships or any officer, employee, or volunteer of the Band and/or the Townships for injury to, death of, or damage to the property of any third person or persons, arising from the City's performance under this Agreement. Under no circumstances, however, shall the City be required to pay on behalf of itself and the Townships, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the Township and City may not be added together to determine the maximum amount of liability for the City. The intent of this subdivision is to impose on the City a limited duty to defend and indemnify the Townships for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either the City, the Townships, or the Band, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

The City shall maintain general liability insurance for its services in the minimum amount of the tort liability limits for a municipality contained in Minn. Stat. § 466.04, Subd. 1 and shall include the Band and the Townships as additional insureds and certificate holders under such insurance policy for the term of this Agreement and any extensions thereof.

12. **SEVERABILITY.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to the law or unenforceable, such decision shall not affect the remaining provisions of this agreement.
13. **NOTICES.** Any notice required to be given the parties pursuant to this agreement shall be in writing and shall be deemed to be duly given: (i) on the date of personal delivery; (ii) on the date and time of confirmation if sent via email; (iii) three business days after mailing certified or registered mail, postage prepaid, return receipt requested, to the respective address of the parties set forth below:

14.

CITY OF TOWER

City of Tower  
Attn: Mayor  
PO Box 576  
Tower, MN 55790  
Phone: 218-753-4070  
Email: [David.Setterberg@cityoftower.com](mailto:David.Setterberg@cityoftower.com)

With copies to:

City of Tower  
Attn: Clerk/Treasurer  
PO Box 576  
Tower, MN 55790  
Phone: 218-753-4070  
Email: [clerk.treasurer@cityoftower.com](mailto:clerk.treasurer@cityoftower.com)

BOIS FORTE BAND OF CHIPPEWA

Bois Forte Tribal Government - Vermilion  
Attn: District II Representative  
1610 Farm Road South  
Tower, MN 55790  
[pboney@boisforte-nsn.gov](mailto:pboney@boisforte-nsn.gov)

With copies to:

Bois Forte Tribal Government - Vermilion  
Attn: Chairman  
1610 Farm Road South  
Tower, MN 55790  
[cchavers@boisforte-nsn.gov](mailto:cchavers@boisforte-nsn.gov)

TOWNSHIP OF BREITUNG

Township of Breitung  
Attn: Chairman  
PO Box XX  
Soudan, MN 55782  
[chairman@breitungtownship.org](mailto:chairman@breitungtownship.org)

With copies to:

Township of Breitung  
Attn: Clerk or Treasurer  
PO Box XX  
Soudan, MN 55782  
[breitung@breitungtownship.org](mailto:breitung@breitungtownship.org)  
[clerk@breitungtownship.org](mailto:clerk@breitungtownship.org)

TOWNSHIP OF EAGLE'S NEST

Eagle's Nest Township  
Attn: Clerk  
1552 Bear Head State Park Road  
Ely, Minnesota 55731  
[eaglesnesttpw@citilink.net](mailto:eaglesnesttpw@citilink.net)

With copies to:

Eagle's Nest Township  
Attn: Fire Chief  
1552 Bear Head State Park Road  
Ely, Minnesota 55731  
[entfirechief@aol.com](mailto:entfirechief@aol.com)

TOWNSHIP OF GREENWOOD

Greenwood Township  
Attn:  
3000 County Road 77  
Tower, MN 55790  
[greenwoodtownship@frontiernet.net](mailto:greenwoodtownship@frontiernet.net)

With copies to:

Greenwood Township  
Attn:  
3000 County Road 77  
Tower, MN 55790  
[greenwoodtownship@frontiernet.net](mailto:greenwoodtownship@frontiernet.net)

TOWNSHIP OF KUGLER

Kugler Township  
Attn: Julie Suihkonen  
P.O Box 599  
Tower, MN 55790  
[jsuihk@hotmail.com](mailto:jsuihk@hotmail.com)

With copies to:

Kugler Township  
Attn: Town Clerk  
P.O Box 599  
Tower, MN 55790

TONWNSHIP OF VERMILION LAKE

Vermilion Lake Township  
Attn: Phillip Anderson  
6703 Wahlsten Road  
Tower, MN 55790  
[andersontw@aol.com](mailto:andersontw@aol.com)

With copies to:

Vermilion Lake Township  
Attn: Town Clerk  
6703 Wahlsten Road  
Tower, MN 55790  
[vermilionlaketownclerk@gmail.com](mailto:vermilionlaketownclerk@gmail.com)

15. **SIGNING OF THE AGREEMENT.** This agreement may be signed in counterparts and on different dates by each party and will not affect the validity thereof.
16. **INTEGRATION.** This entire agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations, or agreements between the parties regarding the subject matter hereof, whether written or oral.
17. **RENEGOTIATION.** The need for an ambulance vehicle replacement agreement amongst the parties hereto, for the Ambulance Service, will remain for the foreseeable future. The Ambulance Commission will propose the terms for future agreements, with a draft due by the 4<sup>th</sup> Quarter Ambulance Commission meeting.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above:

*[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]*

TOWNSHIP OF BREITUNG

BY:

\_\_\_\_\_  
Tim Tomisch

Chair

BY:

\_\_\_\_\_  
Dianna Sunsdahl

Clerk

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name: Charles Tekautz

Email: [supervisor1@breitungtownship.org](mailto:supervisor1@breitungtownship.org)

Phone: (218) 753-6020

Address: PO Box 56, Soudan MN 55782

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2021.

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



CITY OF TOWER

BY: \_\_\_\_\_

David Setterberg  
Acting Mayor

BY: \_\_\_\_\_

Victoria Ranua  
City Clerk/Treasurer

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name: Kevin Norby

Email: [norby@cityoftower.com](mailto:norby@cityoftower.com)

Phone: (218)753-4070

Address: PO BOX 576, Tower, MN 55790

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by David Setterberg and Victoria Ranua, the acting Mayor and Clerk/Treasurer, respectively of the City of Tower, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

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

**BOIS FORTE BAND OF CHIPPEWA**

BY: \_\_\_\_\_

Cathy Chavers  
Chairwoman

BY: \_\_\_\_\_

Peter Boney  
Supervisor, District II

**OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION**

Name: Joshua Villebrun

Email: [pboney@boisforte-nsn.gov](mailto:pboney@boisforte-nsn.gov)

Phone: (218)753-4542  
(218)757-3261

Address: 1610 Farm Road South, Tower, MN 55790  
5344 Lakeshore Drive, Nett Lake, MN 55772

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Cathy Chavers and Pete Boney, the Chair and Supervisor, respectively of the Bois Forte Band of Chippewa, a sovereign nation, on behalf of the band and pursuant to the authority granted by its Tribal Council.

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

TOWNSHIP OF EAGLE'S NEST

BY: \_\_\_\_\_

Richard Floyd  
Chair

BY: \_\_\_\_\_

Deb Siverhus  
Clerk

OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name: Larry McCray

Email: eaglesnestfirechief@citilink.net

Phone:

Address: 1582 Bear Head Lake State Park Road, Ely, MN 55731

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

TOWNSHIP OF GREENWOOD

BY:

\_\_\_\_\_  
Mike Ralston  
Chair

BY:

\_\_\_\_\_  
Debby Spicer  
Clerk

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name: Carmen DeLuca

Email: Carmen.Deluca@greenwoodtownshipmn.org

Phone: (218) 753-2231

Address: 3000 County Road 77, Tower, MN 55790

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2021.

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

TOWNSHIP OF KUGLER

BY: \_\_\_\_\_

Chair

BY: \_\_\_\_\_

Christopher Suihkonen

Clerk

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name: Julie Suihkonen

Email: jsuihk@hotmail.com

Phone: (218)753-9402

Address: 9072 Highway 135 N, Tower, MN 55790

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

TOWNSHIP OF VERMILION LAKE

BY: \_\_\_\_\_

Chair

BY: \_\_\_\_\_

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name: Phillip Anderson

Email: andersontw@aol.com

Phone: (218)749-3462

Address: 6703 Wahlsten Road, Tower, MN 55790

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

CITY OF TOWER

BY: David Setterberg  
David Setterberg  
Acting Mayor

BY: Victoria Ranua  
Victoria Ranua  
City Clerk/Treasurer

Approved at City Council  
October 11, 2021

ELECTED OFFICIAL APPOINTED TO THE AMBULANCE COMMISSION

Name: Kevin Norby

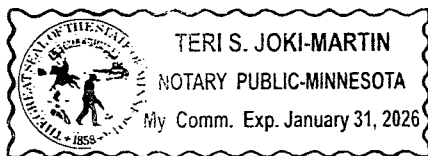
Email: norby@cityoftower.com

Phone: (218)753-4070

Address: PO BOX 576, Tower, MN 55790

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

The foregoing instrument was acknowledged before me on this 13 day of October, 2021 by David Setterberg and Victoria Ranua, the acting Mayor and Clerk/Treasurer, respectively of the City of Tower, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



Teri S. Joki-Martin  
Notary Public

# Advanced Minnesota Fire Training - Breitung 2022

Day	Date	Location	Time	Hours	Topic	Chapters	Instructor
M	17-Jan	Classroom	1800-2200	4	Orientation/OSHA's		
					<i>Fire Fighter 1 Course</i>		
		Online		4	The Fire Service / Wildland Fires	1, 21	
T	18-Jan	Classroom	1800-2200	4	PPE & SCBA / Rehab	3, 20	
M	24-Jan	Classroom	1800-2200	4	FF Safety/Communications	2, 4	
T	25-Jan	Classroom	1800-2200	4	Ropes & Knots / Ladders	9, 11	
SAT	29-Jan	Skills	0800-1200	4	PPE & SCBA Skills		
SAT	29-Jan	Skills	1200-1600	4	Ropes & Knots / Ladders Skills		
M	31-Jan	Classroom	1800-2200	4	Fire Behavior / Portable Extinguishers	5, 7	
T	1-Feb	Classroom	1800-2200	4	Building Construction / Ventilation	6, 13	
M	7-Feb	Classroom	1800-2200	4	Search & Rescue / Salvage	12, 19	
T	8-Feb	NO CLASS					
SAT	12-Feb	Skills	0800-1200	4	Search & Rescue Skills		
SAT	12-Feb	Skills	1200-1600	4	Ventilation & Salvage Skills		
M	14-Feb	Class Skills	1800-2200	4	Firefighter Survival / FF Survival Skills	18	
T	15-Feb	Classroom	1800-2200	4	Tools & Equipment / Forcible Entry	8, 10	
M	21-Feb	Classroom	1800-2200	4	Water Supply / Suppression	14, 17	
T	22-Feb	Classroom	1800-2200	4	Hose & Streams 1 & 2	15, 16	
SAT	26-Feb	Skills	0800-1200	4	Tools & Equipment / Forcible Entry Skills		
SAT	26-Feb	Skills	1200-1600	4	Water Supply / Hose & Streams Skills		
					<i>Fire Fighter 2 Course</i>		
M	28-Feb	Classroom	1800-2200	4	Incident Command / NIMS is-700b instructions	22	
T	1-Mar	Classroom	1800-2100	3	Review for FF1 Exam	1 thru 21	
SAT	5-Mar	Skills	0800-1600	8	Ventilation / S&R / Salvage / Ropes & Ladders / PPE & SCBA Skills Makeup		
M	7-Mar	Exam	1800-2100	3	FFI Exam		
T	8-Mar	Classroom	1800-2200	4	Advanced Suppression / Fire Origin & Cause	23, 28	
M	14-Mar	Classroom	0800-1200	4	Auto Extrication / Assisting Special Rescue Teams	24, 25	
T	15-Mar	NO CLASS					
SAT	19-Mar	Skills	0800-1200	4	Suppress / Advanced Suppress Skills		
SAT	19-Mar	Skills	1200-1600	4	Auto Extrication Skills		
M	21-Mar	Classroom	1800-2200	4	Detection, Supp, Smoke Control / Life Safety Initiatives	26, 27	
T	22-Mar	NO CLASS					
SAT	26-Mar	Skills	0800-1600	8	Suppress / Hose & Streams / Tools / Forcible Entry / Extrication Skills Makeup		
M	28-Mar	Classroom	1800-2100	3	Review for FF2 Exam	22 thru 28	



T	29-Mar	Exam	1800-2100	3	FF 2 Exam	
					<b>Hazmat 1001 Operations Course</b>	
M	4-Apr	Classroom	1800-2200	4	Hazmat Overview / Props & Effects	29, 31
T	5-Apr	Classroom	1800-2200	4	Hazmat Understanding Hazards, Recognition & ID	30, 32
M	11-Apr	Classroom	1800-2200	4	Hazmat Response	33, 34
T	12-Apr	Classroom	1800-2200	4	Hazmat Safety, PPE & Control	35, 36, 37
M	18-Apr	Exam	1200-1600	3	Hazmat Review and Exam	
	TBD	Exam	0800-1600		Practical Exam MFSCB	
	TBD	Exam	0800-1600	8	Live Burn	
			Total Hours	151	Course Lead Instructor - Jeffrey Mayer 218-750-7596	
					Alternate Course Instructor - Steve Burgess	
					Program Coordinator - Amy Rice 218-262-7204/218-966-0115	

**clerk@breitungtownship.org**

---

**From:** fire@breitungtownship.org  
**Sent:** Friday, November 5, 2021 8:25 AM  
**To:** chairman@breitungtownship.org; clerk@breitungtownship.org  
**Subject:** FW: FY 2021 AFG Application Period Notification

FYI-we will be working to complete-stay tuned

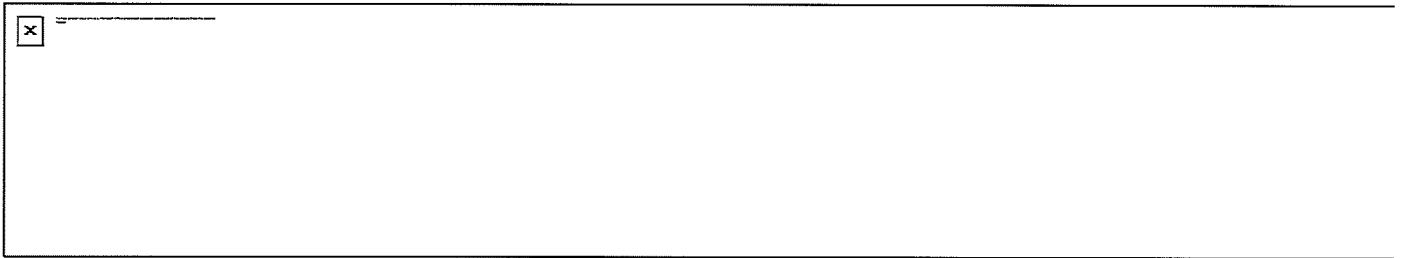
---

**From:** Steve/Barb Burgess [mailto:1980burg@gmail.com]  
**Sent:** Thursday, November 4, 2021 5:00 PM  
**To:** fire@breitungtownship.org  
**Subject:** Fwd: FY 2021 AFG Application Period Notification

Sent from my iPhone

Begin forwarded message:

**From:** Minnesota State Fire Marshal <MNSFM@public.govdelivery.com>  
**Date:** November 4, 2021 at 2:13:48 PM CDT  
**To:** 1980burg@gmail.com  
**Subject:** **FY 2021 AFG Application Period Notification**  
**Reply-To:** MNSFM@public.govdelivery.com



## FY 2021 AFG Application Period Notification

The Federal Emergency Management Agency (FEMA) has announced the opening of their Assistance to Firefighters Grant (AFG) program. The application window opens on Monday, Nov. 8, and runs through Friday, Dec. 17.

The AFG program aims to help firefighters and other first responders obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards.

To begin planning your grant application, see FEMA's latest [AFG Grant Update](#) or visit their [AFG Program website](#).

The Breitung Volunteer Fire Department is located in Breitung Township in Saint Louis County, Minnesota, approximately 225 miles northeast of St. Paul/Minneapolis, Minnesota and 50 miles south of the Canadian border. Breitung is located south of and adjacent to the Boundary Waters Canoe Area Wilderness (BWCAW) and only a few miles west of the Superior National Forest.

We have 18 volunteer firefighters. All of our firefighters (except two new members yet to receive training) are fully trained to the level of NFPA 1001 or an equivalent State standard. Our mission is to protect the lives, property, and environment in our service area. Our primary goal is to keep our firefighters safe and to serve our area to the best of our ability. Our objective is to be OSHA 1910.134 compliant and in statutory compliance with MN Statute 182.653. Indicators of success will be the safety of our 18 firefighters, 616 permanent residents, 8,000 seasonal residents, and our support of two automatic aid and nine mutual aid fire departments and their constituents. We need our firefighters to return home safely.

We have formal automatic aid agreements with one township and a city and formal mutual aid agreements with nine departments in our fire group. We support fire suppression efforts with Minnesota DNR and the U.S. Forest Service and support the county rescue squad. We protect critical infrastructure of the state through our State's Homeland Security Emergency Management county-wide approach.

Critical infrastructure in our response area includes state and federal lands, facilities, historic properties on the National Register of Historic Places, and an airport. Uniquely we protect the Underground Mine State Park, requiring unique training, and the new Lake Vermilion State Park. We conduct search and rescue operations and respond to fire and all hazard calls on land and lake islands. We provide water access fire service on a large body of water which includes the federal Bureau of Indian Affairs' millions of acres of land held in trust by the United States for American Indians and Indian Tribes. The Bureau of Land Management has 86 islands in the Lake Vermilion recreation area.

Our area's economy is based on tourism. Our summer seasonal population grows by over 8,000 along with many hundreds of thousands of tourists and visitors who seek outdoor recreation in national parks, Boundary Waters Canoe Area Wilderness (BWCAW), Superior National Forest, a state forest, and surrounding lakes. The State of Minnesota in 2011 created a new 5,000-acre wooded state park along 10 miles of shoreline in our primary service. MN DNR estimates that 400,000 to 500,000 visitors will annually visit the new state park; we already are experiencing a higher traffic volume.

An average of 3,000 vehicles with 300 heavy commercial traffic travels daily on the through our township with state Highway 169 serving as the transportation link to the federal BWCAW. Our department responds to many vehicle accidents and fires. We are an automatic aid partner to a neighboring city that operates a regional airport and depends on our volunteer fire department for emergency response.

We are an older rural community with 56% of the housing units built before 1959. Over 62% of our residents are low to moderate income. Over 22% of our population is age 65 and over.

We need to train our firefighters to the same level of proficiency and adequately equip them to address current and future departmental needs and challenges. We need to ensure their safety. Our limited financial resources cannot keep up with the of needed periodic replacement of protective equipment.

Our request in this AFG Program includes replacement of critical protective equipment (SCBA and Turnout Gear) to replace equipment that is beyond its service life. Our primary goal is to keep our firefighters safe and to serve our response area to the best of our ability. Our request is consistent with priorities of the AFG Program and the mission of our department.

DRAFT

TOWNSHIP OF BREITUNG  
RESOLUTION NO. 2021-31

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS  
TOWNSHIP OF BREITUNG

RESOLUTION AUTHORIZING THE TOWNSHIP OF BREITUNG TO  
MAKE APPLICATION TO AND ACCEPT FUNDS FROM FEMA AFG  
PROGRAM

WHEREAS THE authorizing authority approves of the Fire  
Department Representative to apply FOR THE Township of Breitung  
Fire Department Safety and Operations Equipment.

WHEREAS THE authorizing authority agrees to accept funding for  
the equipment if approved by the FEMA.

WHEREAS the Town Board of Breitung supports the FEMA grant  
application for Safety and Operations equipment and agrees to pay  
five per cent (5%) matching funds as directed in the Grant  
Agreement.

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

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution NO. 2021-31 was declared duly passed  
and adopted this 2<sup>nd</sup> day of December 2021.

---

Timothy Tomsich – Chairman

---

Dianna Sundahl – Clerk

## **MANAGEMENT AGREEMENT FOR MCKINLEY PARK**

AGREEMENT made this 2nd day December, 2021 by and between the Township of Breitung, a municipal corporation existing pursuant to the laws of the State of Minnesota ("Owner"), and Susan Chiabotti, an independent contractor, ("Manager").

### **RECITALS**

WHEREAS, the Owner owns certain premises known as McKinley Park (the Park) a recreation area with campsites, picnic area, beach and related amenities on Lake Vermilion;

WHEREAS, Owner desires to contract with an independent contractor for the operation and management of the Park on the terms and conditions set forth in this Management Agreement ("Agreement"); and

WHEREAS, Susan Chiabotti, represents that he/she desires to manage the premises as an independent contractor in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth, the Owner and Manager enter into this Agreement for the management of McKinley Park, the specific terms and conditions of which are as follows:

### **Section One Term of Agreement**

This Agreement shall be effective for one year commencing on January 1, 2022 and shall terminate on December 31, 2022. With an option to renew for one year and extended through December 31, 2023, unless either party gives the other written notice of its intention not to renew on or before November 30, 2022. No cause need be given for non-renewal of the Agreement; both parties stipulate that neither is under a renewal obligation with respect to this Agreement nor hereby waive any claim(s) that they might have against the other on account of such non-renewal.

### **Section Two Purpose and Use of Premises**

The premises have been developed as and for a campground, park and for recreational purposes. The Park premises include 70 campsites with utility hook-ups, a public beach, picnic area, showers, boat launch, store and related amenities. Manager has inspected the Park prior to entering into this Agreement and hereby represents that she is capable of maintaining the Park in a condition at least equal to its present condition and of operating it in a manner consistent with its previous operation.

### **Section Three Manager Responsibilities**

Manager shall have overall responsibility for the operation and management of the Park, subject to the conditions or limitations set forth herein, and to the requirements of any law or administrative enactment applicable to the premises. Without limiting the foregoing, Manager shall be responsible for leasing of camp sites and collecting rent thereon, for maintaining the beach, picnic area, and various amenities in good order and in suitable condition for their customary use; for operating the Park store; and for recording, reporting and forwarding all revenues collected from all Park activities to the Owner all as more fully and specifically described herein:

A. Leasing of Campsites: Manager shall be responsible for all leasing activity related to campsites and shall use his best efforts to secure campers for all available sites from May 1<sup>st</sup> through September 30<sup>th</sup>. Manager shall give preference in leasing to lessees and to long term (seasonal) leases over short term (less than one month) leases. Manager shall be responsible for developing an appropriate form of lease and for determining the terms of such leases including the rents and payment schedules, termination provisions, and any other terms which in the Manager's opinion are necessary to promote the enjoyment of the Park by its patrons and the overall profitability of the Park, all of which shall be subject to approval by the Owner. Manager shall be responsible for screening of campers and for evicting campers should eviction be necessary. Manager agrees to consult with Owner prior to commencing any eviction action.

B. Cleaning and Maintenance: Manager shall be responsible for maintaining the Park premises in good, sanitary and neat order, condition and repair. Manager's responsibilities shall include, but not be limited to the following: cleaning and servicing the restrooms at least daily, cleaning the store, picnic shelters, playground, and beach as necessary to keep these areas in suitable condition for public enjoyment and recreational use; picking up of litter, cutting grass, and removal of debris throughout the Park; and performing minor maintenance and repairs such as repairs to screens, docks, tie-downs, picnic tables, and campsites. Manager shall provide his/her own lawn mower and hand tools. Owner shall assist Manager with spring set-up activities such as placing tables at the sites, hooking up water, putting in docks, etc., and with closing related tasks in the fall. If, for any reason, Owner does not assist with such opening and closing activities, Owner agrees that the cost of hiring assistance for such activities shall be considered an operating expense payable by Owner.

C. Sewage Collection: Manager shall arrange for sewage collection service to campsites at least two times per week.

D. Manager On-Site: The Manager shall live at the Park from May 1<sup>st</sup> through August 31<sup>st</sup>. Owner shall provide one campsite for such purpose without charge, provided that Manager shall provide his/her own camper. In the event that the Manager must be away from the Park for more than a few hours at any one time, Manager shall arrange for an adult to remain on-site during his absence. The costs of any such substitute coverage shall be the exclusive responsibility of Manager. In no event shall Manager be away from the Park for more than 24 hours without notifying Owner and obtaining Owner's approval for such absence which approval shall not be unreasonably withheld.

Manager shall be available by cell-phone or pager at all times during which the Park is open, i.e., from May 1<sup>st</sup> through August 31<sup>st</sup>. Manager shall not reside on Park premises from October 1<sup>st</sup> through April 30<sup>th</sup>.

E. Park Staff and Service Providers: Manager may employ such persons or entities as Manager deems necessary to carry out his responsibilities under this Management Agreement, provided that all such persons or entities shall have an employment relationship solely with the Manager and Manager shall be solely liable for such persons' or entities' salaries or wages, payroll taxes, benefits, insurance, and the like.

F. Advertising: Manager shall be responsible for advertising the Park and its facilities. Owner agrees to pay 50% of all reasonable advertising costs. Manager may incur advertising charges of \$100 per transaction without prior approval. Advertising costs over \$100 but not greater than \$300, must have prior approval by one of the Town Supervisors. Advertising costs in excess of \$300 must be approved by the Board of Supervisors.

G. Park Revenues: Manager shall be responsible for collecting and depositing all revenues from Park activities, including, but not limited to, revenues from campsite or picnic area rentals; dump station fees, parking fees, boat launching fees, showers and laundry, air conditioning and electricity; and any and all other charges or fees assessed to patrons of the Park for any purpose whatsoever, into the account established by the Owner for this purpose. At Owner's request, Manager shall provide a bond in an amount determined adequate by the Owner to insure the return of any revenues lost, stolen, or otherwise diverted.

H. Park Store: Manager shall operate the Park store for the convenience of the Park patrons. No alcoholic beverages shall be sold in the Park store or otherwise on Park property. Manager shall be responsible for maintaining the store accounts. Manager shall be responsible for paying any applicable taxes or other fees owed on account of store sales.

I. Complaints: Owner shall provide Manager a form for Park patrons' use in registering complaints or concerns regarding the Park's facilities or operations. Manager shall provide a copy of such form to each campsite renter upon his arrival at the Park and shall have such forms readily accessible to Park patrons in the Park store.

J. Inspection: Prior to the opening of the Park in May and no less often than weekly during the season, Manager shall thoroughly inspect the Park, including the beach and dock areas, for any concealed dangers or hazardous conditions and shall post or otherwise provide appropriate warning of such for the safety of Park patrons.

K. Liens: Manager shall keep the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', material men's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any Park operations.



#### **Section Four Compensation**

Manager's sole and entire compensation hereunder shall be a percentage of all gross operating income from Park operations as hereinafter defined. Of all such gross income, Manager shall be entitled to seventy percent (70%) of the first \$30,000; sixty percent (60%) of the next \$10,000; fifty percent (50%) of all such gross income in excess of \$40,000. Manager shall be entitled to a weekly draw based upon the foregoing percentages subsequent to the submission of his weekly report and the deposit of the weekly receipts, which amount shall be promptly paid by Owner thereafter. At the end of the season, the full season's accounts shall be recapped, and an adjustment made, if necessary. The Owner shall be entitled to 100% of the seasonal winter storage fee.

#### **Section Five Operating Expenses**

Manager shall pay the Park's reasonable operating expenses which shall include but not be limited to the following: costs of cleaning and routine maintenance and supplies, trash receptacles, Park utilities, appropriate signage, merchandise for sale in the Park store, 50% of advertising expenses, mailing costs, disposal fees, and all fees and taxes related to Park operations and sales. The Owner shall pay 50% of the electricity from May 1<sup>st</sup> through September 30<sup>th</sup>.

#### **Section Six Records and Reports**

On or before Tuesday of each week, Manager shall submit a weekly report for the previous week to the Town Treasurer. Owner shall provide a form for the weekly report which shall include data regarding campsite occupancy, revenues and expenses, as well as a narrative report of any significant incidents or issues. Manager shall submit all receipts for payments made from the operating account during the previous week as well as deposit receipt(s) showing proper deposit of all revenues. Owner or owner's designee shall periodically review and audit all Park accounts and Manager shall cooperate fully with such review and audit.

#### **Section Seven Old Settlers' Day**

On that day each year designated as OLD SETTLERS' DAY, all beach and picnic area fees are to be waived for Breitung Township residents and guests. Manager shall cooperate fully with Owner in preparing for and hosting any and all special activities in celebration of Old Settlers' Day. Manager agrees that waived fees and charges are not to be considered as revenues in determining Manager's compensation.

## **Section Eight Termination**

This contract will terminate on the date specified under Section One unless terminated prior thereto in accordance with any of the following provisions:

- A. Non-performance. If Manager or Owner fails to fulfill any one or more of their respective obligations under this Agreement, the other party may terminate this Agreement upon fifteen (15) days' written notice, provided that prior to such termination, the party claiming the breach must offer to meet with the allegedly breaching party in a good faith effort to resolve the alleged breach. If the allegedly breaching party refuses to meet or if after meeting the parties are unable to resolve the matter to their mutual satisfaction, then either party may terminate the agreement by serving written notice of such termination on the other party. Such termination shall take effect fifteen (15) days from the date the notice is received unless an earlier or later termination date is agreed to by the parties. In any subsequent breach, the party alleging the breach shall not be obligated to offer to meet and discuss the matter with the breaching party and may elect to proceed immediately to notify the breaching party of termination.
- B. Financial Mismanagement. If Manager fails to perform his financial responsibilities under this Agreement, or if Owner has reason to believe that Manager has acted improperly with respect to Park funds, Manager may be terminated immediately, provided that prior to termination Owner shall inform Manager of the reasons for such termination and provide Manager with an opportunity to respond thereto. Improper use of Park funds shall include, but not be limited to, use of Park funds to purchase items or services not necessary for the maintenance or operation of the Park or conversion of any Park revenues or property to the personal use or benefit of any person or entity other than the Owner.
- C. Inappropriate or Illegal Conduct. Any unlawful conduct on the part of Manager or anyone acting on Manager's behalf or at Manager's direction, or any conduct which is inappropriate in light of, or inconsistent with, the Manager's responsibilities or is likely to adversely affect the safety or reputation of the Park or its patrons' enjoyment thereof shall be grounds for immediate termination. Owner may consider Manager's behavior when off duty and/or away from the Park.

Upon termination of this Agreement, Owner shall pay Manager all compensation due and owing under this Agreement provided, however, that Owner may delay payment of all such amounts until Manager has vacated the Park and may reduce such compensation by any amount reasonably necessary to restore the Park premises to the condition they were in at the time Manager assumed responsibility therefore under this Agreement, usual wear and weathering excepted.

## **Section Nine Independent Contractor Status, Insurance and Indemnity**

Owner and Manager acknowledge and agree that Manager is an independent contractor, and not an employee of Owner, and that Manager will have no authority to bind Owner or otherwise incur liability on behalf of Owner except as may be specifically provided for herein. Owner will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Manager. Further, Manager agrees that Owner is not responsible to collect or withhold any federal, state, or local taxes, including income tax and Social Security, and that any and all taxes imposed, assessed or levied as a result of this Agreement on Manager shall be paid solely by Manager. Manager is solely responsible for the safety of his person or property or that of his employees and is at liberty to obtain insurance for his own account as against any such liabilities. Manager agrees to indemnify Owner and hold Owner harmless for any injuries or damages suffered by Manager or his employees or agents in connection with or arising from Manager's performance under this Agreement and for any injuries or damages to any person or property arising from the negligent or wrongful conduct of Manager, his employees or agents.

## **Section Ten Compliance with Laws**

Manager shall be responsible for complying with all applicable laws, rules, regulations, ordinances and the like, including obtaining all necessary fees, permits, licenses, and authorizations, the costs of which shall be considered an operating cost, provided that Owner has approved the same. Copies of all such permits, fees, licenses and authorizations shall be provided to Owner.

## **Section Eleven Attorneys' Fees**

In any action to enforce the terms of this Agreement, the prevailing party shall be awarded reasonable costs and attorneys' fees upon demand.

## **Section Twelve Notices**

All notices, demands, or writings in this Agreement provided to be given by either party shall be delivered to the same in person or, if mailed, shall be deemed to have been given when postmarked and addressed as follows.

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

To Manager: Susan Chiabotti, PO Box 705, Tower, MN 55790

Manager:

Owner: Township of Breitung

\_\_\_\_\_  
Signature-Susan Chiabotti

\_\_\_\_\_  
Chairman of the Board-Tim Tomsich

\_\_\_\_\_  
Name Printed

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

On this 2<sup>nd</sup> day of December, 2021, before me, a notary public within and for said County, personally appeared Susan Chiabotti, Manager, to be the person described herein and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed.

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

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

On this 2<sup>nd</sup> day of December, 2021, before me, a notary public within and for said County, personally appeared Timothy Tomsich, Chairman of the Board, Breitung Township to be the person described herein and who executed the foregoing instrument, and acknowledged that (s)he executed the same as his/her free act and deed.

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

# 2022 McKinley Park Rate Schedule

---

	<u>2021</u>		<u>2022</u>	
	<u>Electric</u>	<u>Non-Electric</u>	<u>Electric</u>	<u>Non-Electric</u>
Daily	\$44.50	\$29.50		
Weekly	\$275.00	\$195.00		
Monthly	\$975.00	\$650.00		

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

	<u>2021</u>	<u>2022</u>
Seasonal	\$3000.00	
Winter Storage	\$600.00	
Boat Launch	\$10.00	
Seasonal Launch	\$70.00	

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

No Saturday arrivals-Friday or Saturday check in only



Planning and Community Development Department • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)  
[landuseinfo@stlouiscountymn.gov](mailto:landuseinfo@stlouiscountymn.gov)

Matthew E. Johnson  
Director

November 17, 2021

Dianna Sundahl  
P.O. Box 56  
Soudan, MN 55782

Dear Ms. Sundahl:

You have received the enclosed variance application because the proposal is within the plat of Soudan. Please review the application to ensure that the proposal will not negatively affect the district's infrastructure.

If you have no objections to the permit being issued as proposed, please sign below and return this form to our office. Please contact Stephen Erickson by phone at 218-749-0643 or by email at [ericksons1@stlouiscountymn.gov](mailto:ericksons1@stlouiscountymn.gov) with any questions.

**PID Number:** 270-0110-00360

**Applicant Name:** Mary Batinich

**Site Address:** Center Street, Soudan MN

- ☐ The proposal may be issued as proposed.
- ☐ The district has the following concerns:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

☐ **Duluth Office**  
Government Services Center  
320 W 2<sup>nd</sup> St, Ste 301  
Duluth, MN 55802  
Phone: (218) 725-5000  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 725-5029

☒ **Virginia Office**  
Government Services Center  
201 South 3<sup>rd</sup> Avenue West  
Virginia, MN 55792  
Phone: (218) 749-7103  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 749-7194



# Saint Louis County

Planning and Community Development Department • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)  
[landuseinfo@stlouiscountymn.gov](mailto:landuseinfo@stlouiscountymn.gov)

Matthew E. Johnson  
Director

November 10, 2021

Dianna Sundahl, Clerk  
Town of Breitung  
PO Box 56  
Soudan MN 55782

VIA EMAIL: [clerk@breitungtownship.org](mailto:clerk@breitungtownship.org)

Enclosed, please find a copy of a variance application received by this Department for consideration by the St. Louis County Board of Adjustment for the meeting scheduled on December 9, 2021. A copy of the variance application is being submitted to you so that you will have ample time to review the application and to submit any comments you may wish to the Board. ***Comments submitted by the township must be accompanied with an official Town Board resolution outlining the Town's response to the variance request.*** Correspondence may be addressed to this department or

Email to: [bourbonaisj@stlouiscountymn.gov](mailto:bourbonaisj@stlouiscountymn.gov)

An official notification of the hearing date, time, place and staff report will be sent to you approximately two weeks prior to the meeting. Thank you.

Jenny Bourbonais, Acting Secretary  
St. Louis County Board of Adjustment

Enc.

---

☐ **Duluth Office**  
Government Services Center  
320 W 2<sup>nd</sup> St, Ste 301  
Duluth, MN 55802  
Phone: (218) 725-5000  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 725-5029

☒ **Virginia Office**  
Government Services Center  
201 South 3<sup>rd</sup> Avenue West  
Virginia, MN 55792  
Phone: (218) 749-7103  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 749-7194

**ST. LOUIS COUNTY, MN  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT**

**Duluth**

Government Services Center

320 West 2nd Street, Suite 301  
Duluth, MN 55802  
(218) 725-5000

**Virginia**Government Services  
Center

201 South 3rd Avenue West  
Virginia, MN 55792  
(218) 749-7103

**VARIANCE REQUEST PERMIT APPLICATION**

**General** - This application is used to apply for a Land Use Permit. Applicants will need to attach the appropriate worksheet(s) in order to process. Incomplete applications will be returned. Note that the 'clock' does not begin until after payment has been processed for the application. For more information, see our website at:  
[www.stlouiscountymn.gov/BuildingStructures](http://www.stlouiscountymn.gov/BuildingStructures)

Enter the Primary PIN and Associated PIN (if applicable) of the property to be reviewed.  
PIN is found on your Property Tax Statement. For example, 123-1234-12345. Primary PIN: Parcel where Structure/SSTS are located. Associated PIN: Additional and/or adjacent property that you own or that is related to the project.

County Land Explorer: <https://www.stlouiscountymn.gov/explorer>

Property Lookup: <http://apps.stlouiscountymn.gov/auditor/parcelInfo2005Iframe>

Primary PIN **270-0110-00360**

Associated PINs

---

**Is this application being submitted for a Rehearing?**

If this application is being submitted because a previous Variance Permit application was denied or disapproved, please select Yes.

**No**

---

Enter Applicant Information

I am a: **Landowner**  
Applicant Name: **Mary Batinich**  
Address Line 1: **PO Box 871**  
Address Line 2: **--**  
City: **Tower**  
State: **MN**  
Zip: **55790**  
Primary Phone: **(612)360-7079**  
Cell Phone: **--**  
Fax: **--**  
Email: **malexbat@gmail.com**  
Contact Person Name:  
Contact Person Phone: **--**

---

Mailing Address Information.

This address can default from the address you selected. If the values defaulted are not correct, please enter the correct information.

Same as Applicant address? **No**

Name: **Mary Batinich**  
Address: **PO Box 871**



City: **Tower**  
 State/Province: **MN**  
 Zip: **55790**  
 Primary Phone: **--**  
 Cell Phone: **--**  
 Fax: **--**  
 Email: **malexbat@gmail.com**

---

#### Site Information

If there is no site address, the application will be forwarded to 911/Communications to assign one.

Is there a site address for this property? **No**

Site Address: **--**

Is this leased property? **No**

Leased From? **--**

#### US Forest Service

US Forest Service  
 Superior National Forest  
 8901 Grand Avenue Place  
 Duluth, MN 55808

#### MN Power

MN Power  
 Shore Land Traditions  
 30 West Superior Street  
 Duluth, MN 55802

#### MN DNR, Area Hydrologist

MN DNR, Area Hydrologist  
 7979 Highway 37  
 Eveleth, MN 55734

#### MN DNR Land and Minerals

MN DNR Land and Minerals  
 1201 East Highway 2  
 Grand Rapids, MN 55744

#### St. Louis County - Duluth

St. Louis County - Duluth  
 Government Services Center  
 320 West 2nd Street, Suite 301  
 Duluth, MN 55802  
 (218) 725-5000

#### St. Louis County - Virginia

St. Louis County - Virginia  
 Land and Minerals  
 7820 Highway 135  
 Virginia, MN 55792  
 (218) 749-7103

#### Do you have written authorization from the leased property owner?

If Yes, you must attach written authorization form.

**--**

#### How is the property accessed?

**Public Road**

**No**

**No**

**No**

**No**

---

Enter Project Information.

If you answered 'Yes' to any of the questions below, it is required that you submit a copy of a septic permit to construct or certificate of compliance approval or municipal/sanitary district approval when applying for a land use permit.

**Is this project on a parcel less than 2.5 acres?**

**Yes**

**Is this project within 300 feet of a stream/river or 1,000 feet of a lake?**

**No**

**Is this project adding a bedroom?**

Include home, garage, and accessory dwelling.

**Yes**

**Total # of bedrooms on property after project completion.**

**3**

**Does this project include plumbing or pressurized water in proposed structure?**

**Yes**

**If Yes, please explain:**

**Adding bath and a half. going through wall to kitchen sink, new water and sewer onsite.**

**Is this project connected to a municipal or sanitary district system?**

**Yes**

---

## **VARIANCE REQUEST WORKSHEET**

A variance allows the use of property in a manner otherwise forbidden by a zoning ordinance by varying one or more of the performance standards such as lot size, setbacks, etc. Variances from official zoning controls are defined under Minnesota Statutes 394.27 and require the landowner to prove that the property could not otherwise be used or enjoyed in the proposed way by complying with ordinance requirements and that there will be no negative impact on surrounding properties.

It is advisable that you discuss your request with Planning and Community Development staff prior to submitting the application. Approval or denial of your request is dependent on the justification you provide in answering the questions on this application. For more information, please check our website at: [www.stlouiscountymn.gov/VarianceRequired](http://www.stlouiscountymn.gov/VarianceRequired)

## **VARIANCE REQUEST INFORMATION**

Complete this form along with the Land Use Permit Application

**What kind of variance request is this?**

If this is a Variance After the Fact, you must answer additional questions below.

### **Variance Request**

Describe what you are varying from and the situation that makes it difficult to comply with county ordinances.

If your proposal includes a structure, please also list the length, width and height of the structure.

**Varying from the size of lot for two structures. There is a cottage on it which we made from an old garage. Electrical has been approved, fire marshal approved chimney, health department approved windows. Breitung approved water and sewer to two locations on property.**

Describe the intended/planned use of the property.

**Wish to add small addition per drawing to garage cottage. Also wish to put a 24 x 30 footprint building on open location in woods. water and sewer are there.**

Describe the current use of your property.

**Small guest cottage recently legally separated from Vermilion Park Inn.**

Describe other alternatives, if any.

**None Note: I have had the property surveyed and have legally combined forty plus feet of the Vermilion Park Inn lot 1 to the triangular lot 2. Please note, I have given easement for people backing out the Vermilion Park Inn garage for easy access in the summer and winter.**

If approved, how will the proposed use, with the variance, fit into the character of the neighborhood/area?

**Decreasing non-conformity as no one would be backing out of garage into street. Proposed structure on lot 2-Parcel B will be hand-hewn small house done by artisans with student teaching involved.**

Describe how neighboring properties and the use of those properties will be impacted by the proposed use with the variance.

**Not at all or minimally**

Describe how negative impact to the local environment and landscape will be avoided.

**Runoff management will be controlled by grading which is done.**

Describe the expected benefits of a variance to use of this property.

**Benefits will be to increase the tax source to the community. The neighbors are pleased at the enhancement to the streetscape.**

Include additional comments that will clarify your request for the Planning and Community Development staff members and the Board of Adjustment.

**Long term estate planning will give me a home when I sell the Inn. It will also give multi-generational use to my children and grandchildren and great grandchildren in Soudan.**

#### **IF YOU ARE RESPONDING TO A PERMIT VIOLATION, PLEASE ANSWER THESE ADDITIONAL QUESTIONS**

Describe your reasons county zoning ordinance requirements were not followed.

--

Describe your effort to comply with the ordinance and to obtain a land use permit and/or other required permits.

--

Describe any substantial investments, construction and/or repairs made to the property before you discovered you needed a variance.

--

If there was construction or repair, on what date did it begin? What date did it end?

Start Date                      --

End Date                        --

Who performed the construction or repair work?

--

Was a survey of your property boundaries obtained?

--

Prior to the construction or repair work, did you speak with anyone from the Planning and Community Development Department?

--

---

By submitting this application, I certify and agree that I am the owner or the authorized agent of the owner of the above property, and that all uses will conform to the provisions of St. Louis County. I further certify and agree that I will comply with all conditions imposed in connection with the approval of the application. Applicants may be required to submit additional property descriptions, property surveys, site plans, building plans, and other information before the application is accepted or approved. **Intentional or unintentional falsification of this application or any attachments thereto will make the application, any approval of the application and any result invalid.** I authorize St. Louis County staff to inspect the property to review the application and for compliance inspections. Furthermore, by submitting this application, I release St. Louis County and its employees from any and all liability and claims for damages to person or property in any manner or form that may arise from the approval of the application or any related plans, the issuance of any resulting permit or the subsequent location, construction, alteration, repair, extension, operation or maintenance of the subject matter of the application.

If your name, contact information or email address have changed, you should update your contact information in the portal by selecting 'Maintain Contact Information' at the top of this page.

Submitted By: --

Address: --

City: --

State: --

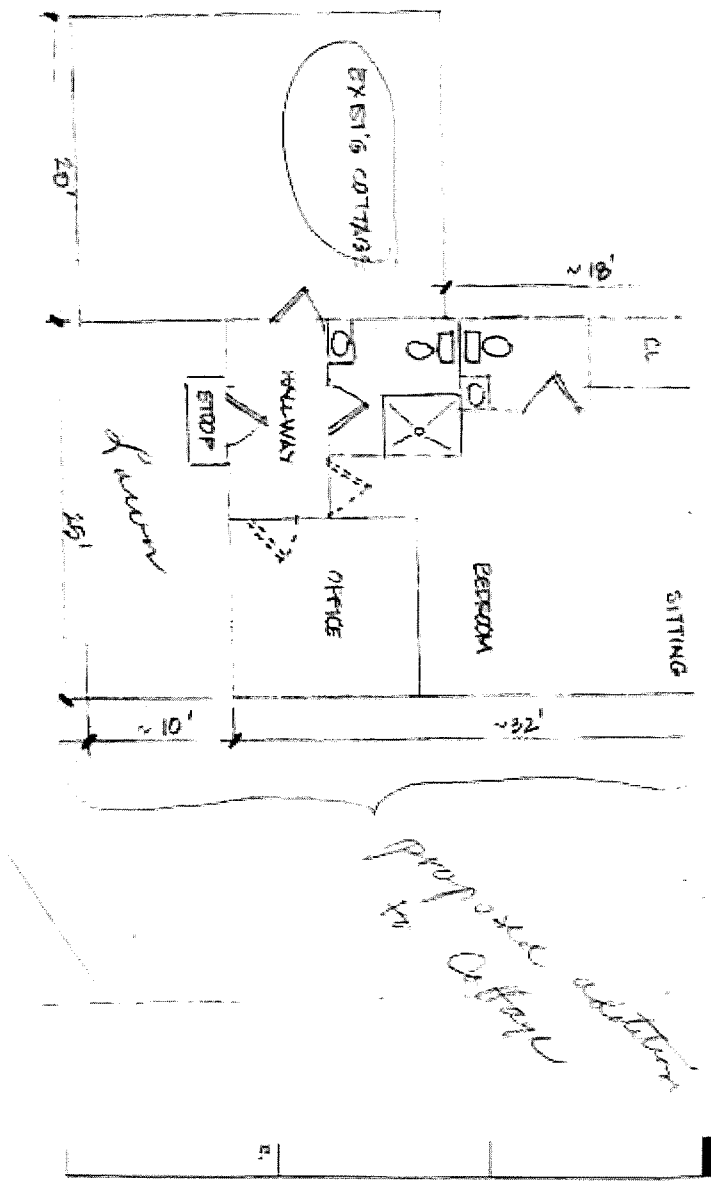
Postal Code: --

Email Address: --

I have read and agree to the statement above.

**No**

---





# LOT LINE ADJUSTMENT

For Mary Batinich

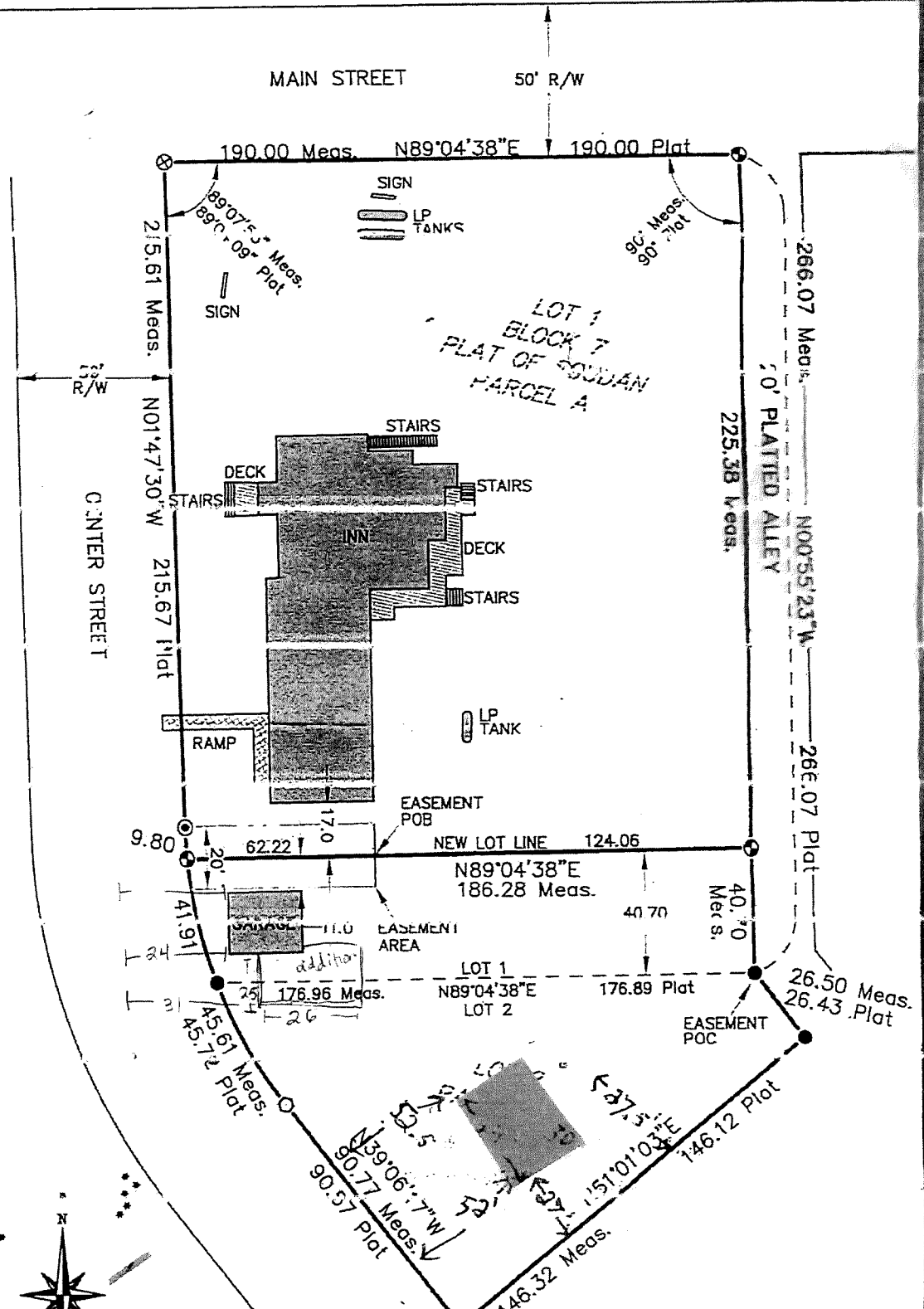
Lots 1 & 2, Block 7, Plat of SOUDAN  
Section 28, Township 62 North, Range 15 West  
St. Louis County, Minnesota

Parent Parcel  
Description (DOC  
#01282704):  
Lots One (1) and  
Two (2), Block  
Seven (7), SOUDAN

Parcel A Description:  
Lot One (1), Block  
Seven (7), Plat of  
SOUDAN, according to  
the recorded plat on  
file with the St. Louis  
County Surveyor  
EXCEPT  
the South 40.70 feet  
of said Lot One.

Parcel B Description:  
Lot Two (2) and the  
South 40.70 feet of  
Lot One (1), Block  
Seven (7), Plat of  
SOUDAN, according to  
the recorded plat on  
file with the St. Louis  
County Surveyor.

Easement Description:  
A 20 foot wide access  
easement for ingress and  
egress purposes over, under  
and across Lot 1, Block 7,  
Plat of SOUDAN, according  
to the recorded plat on file  
with the St. Louis County  
Surveyor. The centerline of  
said easement is further  
described as follows:  
Commencing at the  
southeast corner of said Lot  
1; thence North 0 degrees  
55 minutes 23 seconds  
West, assigned bearing, along  
the east line of said Lot 1 a  
distance of 40.70 feet,  
thence South 89 degrees 04  
minutes 38 seconds West a  
distance of 124.06 feet to  
the point of beginning;  
thence continue South 89  
degrees 04 minutes 38  
seconds West a distance of  
62.22 feet to the East line  
of said Lot 1 and there  
terminating. The sidelines of  
said easement shall be  
prolonged or shortened to  
terminate at said East line  
of Lot 1.



# PARTIAL PAYMENT ESTIMATE

<b>PROJECT:</b> 2021 Sanitary Sewer Improvements		<b>PROJECT NO.:</b> 21-860	DATE: November 29, 2021 PAY ESTIMATE NO.: 3 PAGE 1 OF 4
<b>OWNER:</b> Breitung Township P.O. Box 56 Soudan, MN 55782		<b>CONTRACTOR:</b> 2EZ, Inc. dba Jola & Sopp Excavating, Inc. P.O. Box 566 Eveleth, MN 55734	
<b>PERIOD OF ESTIMATE</b>  FROM: October 18, 2021 TO: November 20, 2021			

CONTRACT CHANGE ORDER SUMMARY			ESTIMATE
No.	Amount		
	Additions	Deductions	
CO #1	\$23,330.00		1. Original Contract \$435,780.00
CO #2	\$12,525.00		2. Change Orders \$35,855.00
			3. Revised Contract (1+2) \$471,635.00
			4. Work Completed* \$254,891.50
			5. Stored Materials \$4,265.60
			6. Subtotal (4+5) \$259,157.10
			7. Retainage 5% (\$12,957.86)
			8. Previous Payments (\$134,213.90)
TOTALS	\$35,855.00		9. Amount Due (6-7-8) \$111,985.34
NET CHANGE	\$35,855.00		*Detailed breakdown attached

CONTRACT TIME		
Original (days): Revised:	On Schedule <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Starting Date: August 9, 2021 Substantial Completion: October 15, 2021 Projected Completion: November 1, 2021

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** 2EZ, Inc. dba Jola & Sopp Excavating, Inc.

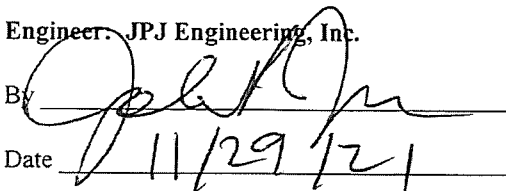
By \_\_\_\_\_

Date \_\_\_\_\_

**ENGINEER'S CERTIFICATION:**

The undersigned certifies that to the best of their knowledge and belief and to the extent of their assigned Contract responsibilities, the quantities shown in this estimate are correct and that the work has been performed in accordance with the Contract Documents.

**Engineer:** JPJ Engineering, Inc.

By 

Date 11/29/21

**APPROVED BY OWNER:**

**Owner:** Breitung Township

By \_\_\_\_\_

Date \_\_\_\_\_



## PAY ESTIMATE NO. 3

DATE: November 29, 2021

OWNER: Breitung Township

PROJECT: 2021 Sanitary Sewer Improvements

CONTRACTOR: 2EZ, Inc. dba Jola & Sopp Excavating, Inc., P.O. Box 566, Eveleth, MN 55734

### BASE BID

ITEM NO.	DESCRIPTION	QUAN. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2101	CLEARING & GRUBBING	1	L.S.	\$15,000.00	0.5	\$7,500.00	0.5	\$7,500.00
2104	RMV CURB & GUTTER	30	L.F.	\$4.00	69	\$276.00	229	\$916.00
2104	RMV SANITARY SEWER	880	L.F.	\$4.00	0	\$0.00	160	\$640.00
2104	RMV BIT PAVEMENT	2,930	S.Y.	\$4.00	100	\$400.00	1,900	\$7,600.00
2104	RMV SIDEWALK	520	S.Y.	\$6.50	15	\$97.50	105	\$682.50
2104	RMV CONC DRIVEWAY	26	S.Y.	\$6.50	16	\$104.00	17	\$110.50
2104	RMV SAN MANHOLE	9	EACH	\$450.00	7	\$3,150.00	9	\$4,050.00
2105	COMMON EXCAVATION	1,750	C.Y.	\$22.00	450	\$9,900.00	450	\$9,900.00
2105	ROCK EXCAVATION	30	C.Y.	\$100.00	0	\$0.00	0	\$0.00
2105	SELECT GRAN BORROW (CV)	980	C.Y.	\$19.00	0	\$0.00	0	\$0.00
2112	GEO SEP FABRIC	2,950	S.Y.	\$3.50	1,987	\$6,954.50	1,987	\$6,954.50
2211	AGG BASE, CLASS 5 (CV)	660	C.Y.	\$35.00	450	\$15,750.00	450	\$15,750.00
2221	AGG SHOULDERING, CL 5 (CV)	50	C.Y.	\$52.00	0	\$0.00	0	\$0.00
2360	TYPE SP WEARING COURSE	360	TON	\$87.00	0	\$0.00	0	\$0.00
2360	TYPE SP NON-WEAR COURSE	360	TON	\$87.00	303	\$26,361.00	303	\$26,361.00
2451	GRAN BACKFILL MTRL (LV)	30	C.Y.	\$18.00	0	\$0.00	0	\$0.00
2451	GRAN FOUND MTRL (LV)	60	C.Y.	\$26.00	0	\$0.00	0	\$0.00
2506	CONST SAN MANHOLE	11	EACH	\$5,100.00	6	\$30,600.00	8	\$40,800.00
2506	SAN MANHOLE FRAME SEAL	11	EACH	\$1,700.00	0	\$0.00	0	\$0.00
2521	4" CONCRETE WALK	650	S.F.	\$7.00	660	\$4,620.00	660	\$4,620.00
2531	CONC C&G, DES B618	30	L.F.	\$27.00	229	\$6,183.00	229	\$6,183.00
2531	6" CONC DRIVEWAY PVMT	26	S.Y.	\$69.00	17	\$1,173.00	17	\$1,173.00
2557	SIDEWALK GRATE	1	EACH	\$1,100.00	0	\$0.00	0	\$0.00
2573	STORM DRAIN INLET PROTECT	6	EACH	\$400.00	0	\$0.00	0	\$0.00
2573	CONST SITE EXIT CONTROLS	1	L.S.	\$1,300.00	0	\$0.00	1	\$1,300.00
2573	SEDIMENT CONTROL LOG - STRAW	600	L.F.	\$16.00	0	\$0.00	0	\$0.00
2573	BALE BARRIERS	24	EACH	\$25.00	0	\$0.00	0	\$0.00
2575	TEMPORARY MULCH	1.40	ACRE	\$1,800.00	0	\$0.00	0	\$0.00
2575	SEEDING	1.40	ACRE	\$2,600.00	0	\$0.00	0	\$0.00
2621	8" PVC SANITARY SEWER	1,050	L.F.	\$51.00	282	\$14,382.00	907	\$46,257.00
2621	10" PVC SANITARY SEWER	80	L.F.	\$61.00	0	\$0.00	0	\$0.00
2621	12" PVC SANITARY SEWER	160	L.F.	\$62.00	142	\$8,804.00	142	\$8,804.00
2621	6" PVC SAN SERVICE LINE	385	L.F.	\$47.00	12	\$564.00	388	\$18,236.00
2621	8" X 6" SAN SERVICE WYE	14	EACH	\$270.00	3	\$810.00	18	\$4,860.00
2621	CON TO EX SAN SEWER	15	EACH	\$275.00	10	\$2,750.00	11	\$3,025.00
2621	CON TO EX SAN MANHOLE	4	EACH	\$1,100.00	0	\$0.00	1	\$1,100.00
2621	RECON EX SAN SERVICE	14	EACH	\$123.00	3	\$369.00	18	\$2,214.00
2621	MANHOLE CASTING/COVER/ FRAME SEALS	17	EACH	\$1,100.00	0	\$0.00	0	\$0.00
2621	MANHOLE SEAL (GATOR WRAP)	1	EACH	\$6,700.00	0	\$0.00	0	\$0.00
2621	MANHOLE COVER REPLACEMENT	6	EACH	\$950.00	0	\$0.00	0	\$0.00

**BASE BID**

ITEM NO.	DESCRIPTION	QUAN. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2625	PIPE INSULATION	50	S.Y.	\$45.00	0	\$0.00	0	\$0.00
CO-1	INSULATION ON WATER MAIN ON 4TH AVENUE	0	L.S.	\$23,330.00	0	\$0.00	1	\$23,330.00
CO-2	INSULATION ON WATER SERVICES ON 4TH AVENUE	0	L.S.	\$12,525.00	0	\$0.00	1	\$12,525.00

**TOTAL WORK COMPLETED THIS PERIOD - Base Bid.....** **\$140,748.00**

**TOTAL WORK COMPLETED TO DATE - Base Bid.....** **\$254,891.50**

# CONTRACTOR'S ESTIMATE - MATERIALS ON SITE

DATE: November 29, 2021

OWNER: Breitung Township

PROJECT: 2021 Sanitary Sewer Improvements

CONTRACTOR: 2EZ, Inc. dba Jola & Sopp Excavating, Inc., P.O. Box 566, Eveleth, MN 55734

PARTIAL PAY ESTIMATE NO.: 3

## MATERIALS ON SITE

ITEM	DESCRIPTION	QUAN. PURCHASED	UNIT	UNIT PRICE	QUANTITY INSTALLED THIS PERIOD	AMOUNT INSTALLED THIS PERIOD	QUANTITY ON SITE	AMOUNT REMAINS
2112	GEOTEXTILE SEP FABRIC	1	L.S.	\$2,196.00	(1)	(\$2,196.00)	0	\$0.00
2506	MANHOLE FRAMES	1	L.S.	\$9,626.17	(1)	(\$9,626.17)	0	\$0.00
2621	MISCELLANEOUS FITTINGS	1	L.S.	\$6,201.12	(1)	(\$6,201.12)	0	\$0.00
2621	6" PVC SANITARY SERVICE LINE	392	L.F.	\$4.39	(16)	(\$70.24)	0	\$0.00
2621	8" PVC SANITARY SEWER	1,050	L.F.	\$7.96	(282)	(\$2,244.72)	143	\$1,138.28
2621	10" PVC SANITARY SEWER	84	L.F.	\$12.40	0	\$0.00	84	\$1,041.60
2621	12" PVC SANITARY SEWER	168	L.F.	\$17.82	(142)	(\$2,530.44)	26	\$463.32
2621	8" X 6" SAN SERVICE WYE	14	EACH	\$78.33	0	\$0.00	0	\$0.00
2625	PIPE INSULATION	1	L.S.	\$1,622.40	0	\$0.00	1	\$1,622.40
TOTAL MATERIALS STORED ON SITE:						(\$22,868.69)		\$4,265.60

Mesabi Bituminous

Settled amount to cover street repairs and class five yards \$ 8,000

Gravel pit work & berm build

Mesabi estimate dated 3/27/18 had 2 machines for 2 weeks  
Actual work was 1 machine for seven days

\$ 7,000

Purchase of re crushed material from Breitung pit for township  
project at town hall site. Quantities per JPJ pay estimate # 3  
(870 +180 CY) @ \$8.00 per yard

\$ (8,400)

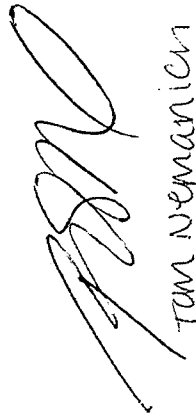
Ten year lease (with option to renew) of Breitung gravel pit section  
to provide space for Mesabi Bituminous to store equipment  
and materials on a temporary basis and to provide pit run bank material  
on an agreed upon price (Year 2021 price is at \$2.00/ cu yard)  
This to offset JPJ #17-375 to Vermilion Housing Corporation

North and South Parking Lots

\$0

Total Due to Mesabi Bituminous

\$ 6,600

  
TAM NEMANICH 11-18-2021

TOWNSHIP OF BREITUNG  
RESOLUTION NO. 2021-32

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS  
TOWNSHIP OF BREITUNG

RESOLUTION AUTHORIZING THE TOWSHIP OF BREITUNG TO  
MAKE APPLICATION TO AND ACCEPT FUNDS FROM OSS VEGA-  
3 PROGRAM

WHEREAS THE authorizing authority approves to apply FOR THE Township of Breitung Secretary of State VEGA-3 funds for new voting equipment

WHEREAS THE authorizing authority agrees to accept funding for the equipment if approved by the Secretary of State.

WHEREAS the Town Board of Breitung supports the VEGA-3 grant application for assistive voting devices (AVD's), Optical Scan Ballot Counters, Electronic Rosters and other related items that qualify. equipment and agrees to pay five per cent (50%) matching funds as directed in the Grant Agreement.

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

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution NO. 2021-32 was declared duly passed and adopted this 2<sup>nd</sup> day of December 2021.

---

Timothy Tomsich – Chairman

---

Dianna Sunsdahl – Clerk