

Township of Breitung Agenda-Regular Board Meeting

Township of Breitung Regular Board Meeting 12/02/21

Breitung Community Center 12noon

- Call the meeting to order
- Acceptance of Agenda
- Approval of Minutes
 - 11/10/21-Special Board Meeting
- Approval of October 2021 Treasurer's Report
 - Checks Written 45910-45975
 - Total Disbursements \$268924.36
 - Fund Balance \$\$349,015.45
 - Voided Checks-45919-45921 and 45907
- Correspondence
 - Vermilion Lake Association
 - MAT-Newsletter
 - League of MN Cities-Insurance Trust
 - Rural Health Interest Group
 - MAT-Insurance
 - WEX-GPS
 - St. Louis County Youth in Action
- Public Input

Reports:

- Police-See Attached
- Fire-See Attached
- Road and Bridge
- McKinley Park-See Attached
- Recreation
 - Donation of Hockey Boards
- Wastewater Board
- Ambulance Commission

Acceptance of Reports

Old Business

- Update on Police Department
 - City of Tower Contract
 - Joint Powers Agreement with the State of MN
 - Resolution 2021-30 Resolution to enter into Agreement
 - Court Data Services Subscriber Agreement
- Rezoning of Township Property-St Louis Co Planning and Zoning to meet on 12/09/21 @ 9:10am
 - Reapproval of Resolution No. 2021-23
- Ambulance Agreement with the City of Tower
- Recreation Committee Meeting
 - Purchase of peewee rink-shipped 12/01/21
 - Next meeting scheduled for Thursday, 12/09/21 @ 5:30pm
- Tower Trails Committee Update
 - Next meeting via ZOOM-12/15/21 @ 4:00pm

New Business

- Fire Department
 - Advanced Minnesota Fire Training
 - FY 2021 FEMA AFG Grant Application for new Safety and Operations Equipment. 2 different grants can be applied for, a micro grant for \$50k or full grant for \$100k, township match of 5% to be between \$2500-\$5000 if grant approved.
 - Resolution 2021-31 Applying for, accepting FEMA funds.
- McKinley Park
 - 2022 Agreement
 - 2022 Rate Schedule
- Variance Application-Mary Batinich, St. Louis County meeting on 12/09/21
- Partial Pay Estimate #3 from JPJ Engineering \$111,985.34 for 4th Ave Project
- Gravel Pit Agreement with Mesabi Bituminous and Bill
- Resolution No 2021-32 Application for Vega-3 grant funds for voting equip.

Next Regular Meeting Date-December 23rd, 2021 at 12:00pm

Adjourn

Township of Breitung Special Board Meeting 11-10-2021 at 12:00PM. In Person Meeting at the Breitung Community Center

Present In Person:

Board Members: Chairman Tim Tomsich, Supervisor Chuck Tekautz, Supervisor Greg Dostert, Treasurer Jorgine Gornick, Clerk Dianna Sundahl

Public: Tom Gorsma Maintenance Supervisor, Police Chief Daniel Reing, Assistant Fire Chief Matt Tuchel, Stephanie Ukkola- Timberjay, Dillon-JPJ Engineering, Daniel Manick LU 49

Call to Order @ 12:00pm by Chairman Tomsich

Approval of Minutes:

Motion by Supervisor Dostert to accept the Minutes from the 10/28/21 Regular Board Meeting Minutes as presented

2nd by Supervisor Tekautz

Motion Passed 3-0

Old Business:

- **Update on Police Department**
 - New Chief Dan Reing began on Monday November 1st, 2021 and has been working on setting up the office, will begin taking calls on November 15th, 2021
 - City of Tower Contract-Clerk Sundahl sent a tentative contract to the Township Attorney for review
 - Police Vehicle-City of Ely has the Police vehicle until this coming Friday 11/12/21. Chief Reing to take to the County Radio Shop upon return for updates to the systems.
- **Vacating Township Property on Puncher Point**-Clerk Sundahl spoke with St. Louis County representative as well as the Township Attorney in regards to the application submitted by Scott Lilya. Advice from both parties was to retain legal council on correct completion of application. Clerk Sundahl conveyed this message to Mr. Lilya. Motion by Supervisor Tekautz to not accept the application due to it being incomplete 2nd by Supervisor Dostert
Motion passed 3-0
- **Lodging Tax Board Meeting**-Looking to buy defibrillators, McKinley Park may be eligible for one. See attached report. Need 1 person trained, Matt Tuchel can do this.
- **Recreation Committee** -Recreation Committee met last week, Stephanie Ukkola presented a list of priorities and Trish from JPJ put together a presentation packet. Committee talked about a phased project. Outdoor Recreation Grant application from the DNR due by the end of March 2022. Can receive up to 250k on a 500k project from DNR then other grant funds are available. Next steps are for Trish from JPJ to put

together a cost analysis to present to the committee at their next unscheduled meeting. Clerk Sunsdahl ordered the Pee Wee Rink

- FY 22 Projects-Preliminary Costs

- IRRR Streetscapes Grant- Projects included in the grant application total \$20k. The grant will cover 50% of the total project or \$10k. Project includes kiddie ice rink, gardens by signs, solar speed sign, painted crosswalks (4), Bike Racks (2), Benches (2) and Caution sign. This leaves a remainder of \$10k to be paid by the Township. 25% or up to \$2500 will be in kind money for township labor, \$1200.00 came from the Tower Fire Relief Association, \$500 donated by the Joint Powers Recreation Board. This leaves a remainder of \$5800 to be paid by the township. A \$2k grant is being applied for through LCP, and if approved for the full amount will leave a balance of \$3800 to be paid for by the township.
- IRRR Culture and Tourism grant Projects included in the grant application total \$46k. The grant will cover 50% of the total project or \$23k. Project includes upgrades to McKinley Park such as electrical, ditching and landscaping, pedestrian ramp at the boat launch, new decking for 2 docks, Bike Rack and bench, and an updated Map of the park. There is no in-kind match. Match for the Township will be \$23k which will be paid from McKinley Park Revenue.
- IRRR Community Infrastructure Grant to include the Spring Road Project and N. 2nd Ave Project from Hwy 169 to the Catholic Church Parking Lot.
Resolution 2021-28-Resolution authorizing the township to make application to and accept funds from IRRR FY22 Community Infrastructure Fund Program
Motion by Supervisor Dostert to approve Resolution 2021-28 as presented 2nd by Supervisor Tekautz
Motion passed 3-0
- CDBG Community Infrastructure Grant-Chairman Tomsich submitted a pre application to CDBG for Community Infrastructure projects. Application to include the Stuntz Bay Road Project, Water Meter Replacement Project, Poplar St Project, and Church St Project from Hwy 169 to the Recreation Area. Additional sewer work may be added after the camera video is reviewed by JPJ Engineering.
Resolution 2021-29-Resolution 2021-29 Resolution authorizing the township to make application to and accept funds from CDBG for the Community Infrastructure Program
Motion by Supervisor Tekautz to approve Resolution 2021-29 as presented 2nd by Supervisor Dostert
Motion passed 3-0

New Business:

- Fire Department Membership-2 applications submitted to the Board which were approved by the Fire Department.

Motion by Supervisor Dostert to accept the 2 applications submitted pending background check and physical
2nd by Supervisor Tekautz
Motion passed 3-0

- Resolution 2021-26-Resolution to participate in PERA-Daniel Reing
Motion by Supervisor Dostert to pass resolution 2021-26 as presented
2nd by Supervisor Tekautz
Motion passed 3-0

Motion by Supervisor Dostert to recess the Board Meeting at 1:54pm until 5:00pm this evening.
2nd by Supervisor Tekautz
Motion Passed 3-0

Present In Person at 5:00pm:

Board Members: Chairman Tim Tomsich, Supervisor Chuck Tekautz, Supervisor Greg Dostert, Treasurer Jorgine Gornick, Clerk Dianna Sunsdahl

Public: Deputy Clerk Renee Pearson, Police Chief Daniel Reing, Terry Sunsdahl, Nancy Tekautz, Jim Hill Trudy Hendricks, Stephanie Ukkola, Lori Sundeen-Tomsich, Orlyn Kringstadt, Ivette, Nancy, Lily, Remi and Dan Reing Sr.

- Call back to Order-Chairman Tomsich called the meeting back to order @ 5:13pm
- Swearing in of new Police Chief-
 - Welcome and Bio given by Chairman Tomsich
 - Oath of Office Administered by Clerk Sunsdahl
 - Thank You by Police Chief Reing and Chairman Tomsich

Next Regular Board Meeting: Thursday, December 2nd, 2021 at 12:00pm

Adjourn:

Motion by Supervisor Tekautz to Adjourn the Meeting at 5:42pm
2nd by Supervisor Dostert
Motion Passed 3-0

Respectfully Submitted
Dianna Sunsdahl
Clerk, Breitung Township

TOWNSHIP OF BREITUNG

Oct-21

GENERAL	161,938.09
ROAD & BRIDGE	63,195.09
FIRE	37,457.66
PARK	71,404.58
RECREATION	12,923.37
POLICE	10,967.85
PROJECTS	(71,757.55)
WATER DEPT	62,886.36
ARPA	0.00
TOTALS	349,015.45



November 24, 2021

TOWNSHIP OF BREITUNG
PO BOX 56
SOUDAN MN 55782

Dear Township of Breitung,

This is the time of year when we ask our members to renew their membership for the next year. Since you're receiving a complimentary subscription to our quarterly newsletter, *The Vermilion*, no dues are necessary.

Please review your contact information below. If corrections are needed, detach the bottom portion of this letter and return it in the enclosed envelope or contact Sher Sawatzky at sherisawatzky@gmail.com.

If you have any questions about our organization, please call me at (612) 306-7702 or send me an email at pjmichaelson@gmail.com. You can also visit our updated website www.VermilionLakeAssociation.org.

Sincerely,

Pat Michaelson, President

PS: Please include your email address and phone number below. Having them makes it easier for us to reach you concerning seasonal address changes, volunteer opportunities, and key issues affecting our lake.

Please separate this bottom section and return it to: Vermilion Lake Association • PO Box 696 • Tower MN 55790

2022 Vermilion Lake Association Renewal

1 Please make any changes to your name(s) and address:

TOWNSHIP OF BREITUNG
PO BOX 56
SOUDAN MN 55782

2 Please add or change phone & email address:

218-753-6020
breitung@frontier.com

3 (Optional) Please add or change any seasonal address info:

Street _____
City _____ State _____ Zip _____

Don't use seasonal address for mail

Use seasonal address for mail from/to these dates:

Month _____ Day _____ to Month _____ Day _____

4 Please select 2022 membership category:

~~\$15.00 Individual~~ ~~\$25.00 Family~~
 ~~\$20.00 Couple~~ ~~\$50.00 Business~~

5 Please consider a tax-deductible gift to the Vermilion Lake Association, a 501(c)(3) nonprofit organization.

I've included a donation with my dues: \$ _____
 This donation is in memory of: _____

6 Please consider becoming a volunteer.

Please contact me to discuss volunteer opportunities.
 I'm especially interested in _____
 No project preference. I just want to help.

From: Minnesota Association of Townships <info@mntownships.org>
Sent: Monday, November 22, 2021 11:38 AM
To: clerk@breitungtownship.org
Subject: November 2021 Newsletter



November 2021 Newsletter

Dear Township Officers,

Thank you for reviewing our monthly e-newsletter update. Below is information on new times for our monthly "Township Tuesday" calls, registration for a new treasurers training, APRA updates, and more. The Minnesota Legislative Session begins January 31, 2022. Now is a great time to connect with your state representatives and senators. Please contact the MAT office at any time if we can be helpful in any way.

Happy Thanksgiving!
Jeff Krueger, Executive Director
Minnesota Association of Townships

New times for "Township Tuesday" conference calls

MAT staff will return to twice-monthly "Township Tuesday" virtual starting in December on the 1st and 3rd Tuesdays of the month. The purpose of these optional calls is to connect with MAT staff on updates and ask questions about any topic.

Please note the new times, dates, and participation information starting in December:

1st Tuesday: 10 AM
3rd Tuesday: 10 AM

Participate via Zoom meeting via computer (preferred):

<https://us02web.zoom.us/j/88491131671>

Meeting ID: 884 9113 1671

OR participate via phone, (646) 558-8656 passcode 88-49-113-16-71#

Recordings:

[Listen to the Township Tuesday Call on November 16, 2021](#)

[Listen to the Township Tuesday Call on November 9, 2021](#)

[Listen to the Township Tuesday Call on November 2, 2021](#)

[Listen to the Township Tuesday Call on October 26, 2021](#)

Upcoming: Training on ARPA Spending Resolutions

Join MAT Attorneys for an introduction and discussion of the new American Rescue Plan Act spending resolutions. Townships participating in the ARPA program should document their use of ARPA funds and the sample resolutions discussed in this training will help township's support and document their spending choices.

Date: Tuesday, December 14 at 10 AM

Format: Virtual on Zoom, and the presentation will be recorded and placed on the MAT website.

Participate: Join by computer (preferred) at: <https://us02web.zoom.us/j/82790831073>
OR join us by phone at (301) 715-8592 passcode 827-908-31073#

Notes: This event is free and there is no registration.

Upcoming: New Treasurer Training

Congratulations to new Treasurers!

The Minnesota Association of Townships welcomes treasurers, with less than two years of experience, to attend a training session at its training center in St. Michael.

The training will focus on:

- Statutory duties of the Treasurer and overlap of duties with the clerk
- CTAS Chart of Accounts/Uniformed Chart of Accounts
- CTAS fund, account number, object codes
- CTAS receipts, claims, disbursements, payroll
- Yearend reports, to included MATIT report
- Township investments
- Resource handout

Date: Wednesday, December 8

Time: 9:00 registration, 9:30-3:30 training

Location: MN Association of Townships training room, 805 Central Ave East, St. Michael, MN 55376

Fee: \$40

Notes: Lunch will be provided, and participants must wear a mask.

Registration: [Click here and fill out this form.](#)

MAT Scholarship Applications Open

The Minnesota Association of Townships is proud to offer a township scholarship program for high school juniors in the state of Minnesota. Up to FIVE \$2,000 scholarships will be awarded. Please visit the [MAT website for full information about scholarships](#).

All students currently enrolled in the 11th grade and attending a Minnesota public, private, or parochial high school or a home study program and who plan to further their education at a college, university, or vocational school are eligible for this program.

2022 Essay Topic: Promoting Township Government. The question is: "The Minnesota Association of Townships has the responsibility to promote public understanding of the heritage and future of township government and its role in the state and federal systems. What are some ways that MAT could promote awareness of township government and inspire township residents and Boards to become involved?"

All applications must be submitted by **May 1, 2022**.

MAT is hiring for Insurance Agency

The Minnesota Association of Townships Insurance Trust is looking for a new manager as Jon Mocol has resigned his position. Please see the [Full Position Description: Manager of MAT Agency Operations](#). The position will remain opened until filled.

Good news: More grants available for Noxious Weeds/ Invasive Plants

The Minnesota Department of Agriculture (MDA) is now accepting applications for the 2022 Noxious Weed and Invasive Plant Grant. Counties, municipalities, tribal governments, and weed management entities (including weed management areas) may apply for grants to mitigate noxious weeds around the state. Grants for fiscal year 2022 will be funded up to \$5,000. The awards are intended to support local projects.

Review the request for proposals (RFP) and find the application on the [MDA website](#). Applications are due no later than 3 p.m. on **December 3, 2021**. Questions can be directed to Emilie Justen, MDA Noxious Weed Law Coordinator, at emilie.justen@state.mn.us.

FY 2022 Community Facilities Direct Loan and Grant Program

The Community Facilities Direct Loan and Grant Program from the USDA is an excellent funding opportunity for townships. Few grant programs fund brick and mortar projects (town hall, police/fire station, etc.).

Funds may be used to purchase, construct, and/or improve essential community facilities; purchase equipment; and pay for related project expenses, in addition to other items.

More information about the grant program (rolling due date) can be found on the [MAT website here](#), and on the [USDA website here](#).

Veterans Memorial Grants

- [Request for Proposals; Fiscal Year 2022 Veterans Memorial Grants](#)

\$72,500 in Fiscal Year 2022 and \$72,500 in Fiscal Year 2023 are for a competitive grants program to provide grants to local units of government for veterans memorials to preserve the culture and heritage of Minnesota. The local unit of government must provide a nonstate cash match equal to the amount of the grant received under this paragraph.

Fiscal Year 2022 **applications are due no later than 4:30pm Central Time on Friday, December 17, 2021**. Please contact Sarah Hernandez at the MN Department of Administration with any questions.

MAT Insurance Envelopes

Green-and-white envelopes sent by MATIT contained the Workers' Compensation Invoices and Audit forms. Let us know (wcaudit@mntownships.org) if your township did not receive one.

Assistance to Firefighters Grant (AFG)

FEMA: AFG General Info-PDF

The Assistance to Firefighters Grant (AFG) program provides critically needed resources that equip and train emergency personnel to recognize standards, enhance operational efficiencies, foster interoperability, and support community resilience. Eligible applicants are fire departments, non-affiliated emergency medical services organizations, and state fire training academies.

Applications must be submitted by **December 17, 2021**.

2021 AFG application and information.

Work with your FEMA Regional Fire Program Specialist on scoping your application and consult the AFG help desk at (866) 274-0960 or FireGrants@fema.dhs.gov

ARPA reporting date now April 30, 2022

The U.S. Treasury has revised the deadline for the submission of the first Project and Expenditure Report for ARPA funding as follows:

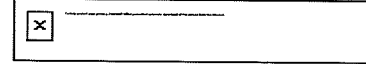
Each Township must submit a Project Expenditure Report by **April 30, 2022** and then annually thereafter. A forthcoming User Guide will provide information on submitting

Project and Expenditure Reports. Please visit the Treasury's website at www.Treasury.gov/SLFRPReporting for the latest information.

LTAP Workshops Fall/Winter

Best Practices for Traffic Sign Maintenance

The workshops will review the best practices handbook including the provisions of the MN MUTCD, a review of the alternative methods for sign maintenance, and an approach to developing a budget for sign maintenance. In addition, attendees will learn about a technique for reducing sign maintenance budgets that focuses on reducing the number of signs in an agency's inventory (a pilot program along the township system in Stevens County achieved a 28 percent reduction). This discussion will include information about establishing policies and procedures that help your agency maintain compliance with retroreflectivity requirements while also managing your risk.



- **January 13, 2022**—Virtual, offered through Zoom

Registration and More Information. Hosted by MN LTAP.

Workshops: Asphalt Pavement Rehabilitation

This workshop provides an overview of the available technology and tools that make implementing an effective asphalt pavement rehabilitation program feasible. A successful pavement rehabilitation program encompasses a full range of rehabilitation strategies as well as maintenance treatments, with the goal of enhancing pavement performance (ride, quality, safety, service life, etc.) and life (LCC, pavement durability).

The workshop has recently been updated to provide attendees with the most current information, tools, and technologies. It offers guidance that can be used throughout the project development process, giving agencies the information they need to successfully select, develop, and construct the best rehabilitation process for their selected roadways.

This workshop is scheduled from 8:30 a.m. to 3:30 p.m. (registration begins at 8:00 a.m.) at the specified location on each of the dates listed below.

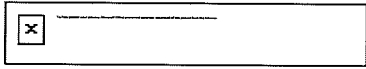
Register:

- **February 9, 2022**—Blue Earth County Library, 100 E Main Street, Mankato, MN 56001
- **February 10, 2022**—Stearns County Highway Department, 455 28th Avenue South, Waite Park, MN 56387
- **February 15, 2022**—Virtual, offered through Zoom

Cost: \$75 in person, \$45 virtual

More Information. Hosted by MN LTAP.

SeminarWeb online training available



MAT's SeminarWeb is a library of online presentations and educational materials designed to help township officers effectively govern their townships and learn when

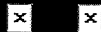
it is most convenient for them. In addition to supporting the continuing education of officers who attend our live events, we hope to reach township officers who are unable to attend live trainings.

There are 17 different courses to choose from. [Click here to see the full catalog and any upcoming Live Webinars.](#)

Minnesota Association of Townships

www.mntownships.org

CONTACT US

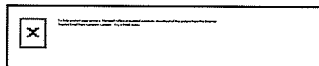


Minnesota Association of Townships | P.O. Box 267, 805 Central Ave East, St. Michael, MN 55376

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Sent by info@mntownships.org powered by



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From: Honeck, Laura <lhoneck@lmc.org>
Sent: Monday, November 22, 2021 9:45 PM
Subject: League of Minnesota Cities Insurance Trust: 2021-22 Coverages, Rates, and Dividend Amount

Dear Member,

The League of Minnesota Cities Insurance Trust Board of Trustees recently approved premium rates and several coverage changes for the coming year. A copy of this communication will also be sent to your insurance agent.

We're pleased to be able to reduce property/casualty rates for 2022. In addition, the Trust is returning \$15 million to members of the property/casualty program. A check for your entity's share of the dividend will be mailed on December 9. Learn more about this year's dividend at:

[2021 Property/Casualty Dividend](#)

Unfortunately, increasing post-traumatic stress disorder (PTSD) claims costs in law enforcement are again leading to an overall workers' compensation program rate increase. Read more about PTSD trends and what can be done to help control workers' compensation rates at:

[PTSD and Mental Health Toolkit Offers Resources to Promote Well-Being of Public Safety Officers](#)

General information about the coming year's rate and coverage changes is available at these links:

[2021-22 Premium Rates](#)

[2021-22 Coverage Changes](#)

Thank you for your continued participation in the Trust. We appreciate your confidence and value your engagement. If you have any questions about the changes taking place this year, feel free to contact your agent or underwriter.



Dan Greensweig | LMCIT Administrator

League of Minnesota Cities Phone: (651) 281-1200 | Toll-Free: (800) 925-1122

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103
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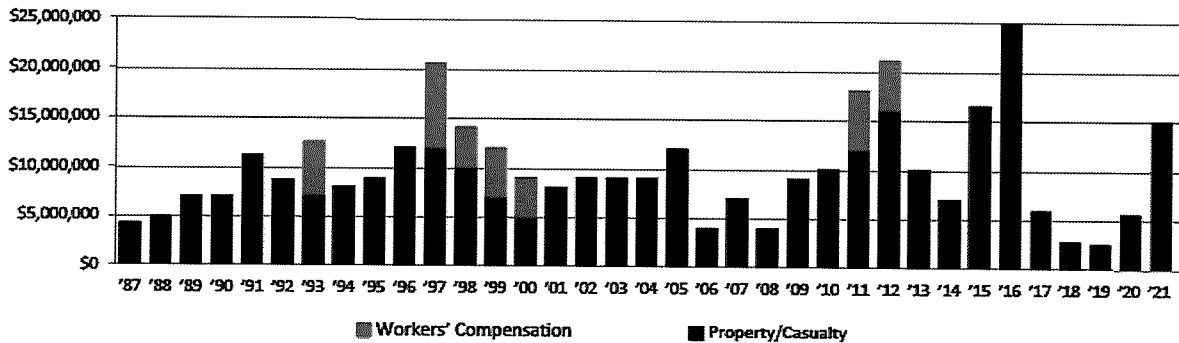
2021 Dividend

If the Trust’s fund balance reaches a level where it’s more than sufficient to pay claims and plan for contingencies, the Trust is able to return funds to the members. The Board of Trustees undertakes this evaluation every year based on losses experienced by members, actuarial projections, investment results, legislative and coverage changes, reinsurance costs, and the Trust’s long-term strategic direction.

How much will the Trust return to members this year?

The property/casualty program will return a total dividend amount of \$15 million to members this year. Dividend checks will be mailed to members in mid-December of 2021.

**League of Minnesota Cities Insurance Trust Dividends
\$353 Million Since 1987**



Is there any pattern or trend to the amount of dividend to expect in the future?

Members should not include dividend returns in their yearly budget projections, since the amount will fluctuate from year to year based on the factors described above. The amount of a given year’s dividend return has no bearing on the amount returned the following year.

Key elements of the dividend formula:

- Dividends are distributed only to cities and other entities that are members as of Dec. 1 in the year the dividend is being returned. Former participants do not share in the dividend distributions.

- Each member's share is proportionate to the difference between the member's total premiums and total losses as of May 31 for the past 20 years.
 - Individual losses are capped at the lesser of \$200,000 or 200% of the member's annual premium for the year of the loss.
-

Your LMC Resource

Laura Honeck

LMCIT Operations Manager

(651) 281-1280 or (800) 925-1122

lhoneck@lmc.org

2021-2022 Premium Rates

The Trust's Board of Trustees evaluates loss projections every year to ensure premium rates are adequately set to respond to future claims experienced by Minnesota cities. Here is information about premium rates going into effect for property/casualty coverages renewing on or after Nov. 15, 2021, and for workers' compensation coverages renewing on or after Jan. 1, 2022.

Property/casualty rates

What does property/casualty coverage include?

The Trust's coverage is tailored specifically for Minnesota cities, and it's generally broader than commercial policies. It includes coverage for things like loss or damage to city buildings, liability claims resulting from actions or incidents involving city staff or elected officials, land use, sewer back-up liability, auto liability and auto physical damage, and cyber-related claims.

How does the Trust set rates?

Rates are set at a level to generate enough premium to cover 1) projected administrative expenses for the program; 2) expected claim costs for the year based on actuaries' calculations; and 3) a contingency margin to protect the Trust and its members from the possibility that losses will be higher than expected.

What do property/casualty rates look like for 2022?

Property/casualty rates will decrease by an average rate of 1.5% for 2022. However, each member will be impacted differently, with some members seeing a higher rate increase and others a lower rate increase or decrease for the following reasons (members and agents can contact their underwriter for details that are member-specific).

Property rates will decrease 7% on average, but overall rates have been restructured for specific buildings types (see "other variables" below) so that rates align with the risk that certain building types present. This means that rates for some building types will increase and for others, rates will decrease. Each members' actual rate change will depend on its particular mix of covered property.

Property types with biggest rate increases include general civic buildings like city halls, fire stations, community centers, police stations, and water, sewer, and electric utility property; while biggest decreases include park property and property in the open (property in the open is items like benches, picnic tables, statues, playgrounds, sports apparatus, etc.). Members with a mix of property that proportionately matches the program as a whole will not be impacted much, as increases and decreases for property types will largely offset each other.

Other changes:

- There will be a new premium charge for first-party cyber coverage. It's important to note we formerly funded for first-party cyber coverage costs implicitly through property premiums, and part of the reason we're able to decrease property rates by so much is because we're no longer funding for first-party cyber coverage costs through property premiums.
- Land use litigation and sewer backup rates will decrease 3%.
- Excess liability rates will increase 9%.

What about other variables?

Members should note their premiums will be affected by other individual factors such as changes in expenditures, property values, payroll, experience ratings, and others. Contact the Trust's underwriting specialists for questions about your specific rates.

Workers' compensation rates

What is workers' compensation coverage?

Workers' compensation provides coverage for members that have employees who are injured while in the course and scope of employment.

What are the rate changes for 2022?

As was the case last year, public safety post-traumatic stress disorder (PTSD) claims have had significant cost implications, resulting in an average rate increase of 10% for the coming year.

Additionally, the Trust will make job class rate relativity adjustments, which means rates for some job classes will increase and for others the rate will decrease. Individual members' premiums will be impacted differently depending on the particular mix of payroll by job class.

Here's a look at the specific rate changes by job class:

Rate Relativity Adjustments Effective Jan. 1, 2022				
This table details 2022 class rate changes for the bulk of city payrolls. Most job class rates are shown per \$100 of payroll.				
Rates for volunteer firefighters are shown per 100 of population.				
Class Code	Description	2021 Rates	2022 Rates	Rate change
7380	Ambulance	\$ 6.16	\$ 6.44	4%
7381	Ambulance: volunteer	\$ 12.04	\$ 10.83	-10%
9015	Building maintenance	\$ 7.77	\$ 7.32	-6%
9182	City arena operations	\$ 3.83	\$ 4.25	11%
8227	City shop & yard	\$ 4.90	\$ 4.41	-10%
8810	Clerical office employees	\$ 0.82	\$ 0.74	-10%
9063	Community centers	\$ 2.87	\$ 2.58	-10%
9411	Elected or appointed officials	\$ 0.56	\$ 0.51	-10%
7539	Electric & steam plant	\$ 3.69	\$ 3.42	-7%
7706	Firefighters	\$ 9.09	\$ 10.77	18%
7716	Firefighters: non-smoking	\$ 8.18	\$ 9.69	18%
7708	Firefighters: volunteer	\$ 265.55	\$ 265.55	0%
7718	Firefighters: volunteer, non- smoking	\$ 239.00	\$ 239.00	0%
9403	Garbage	\$ 9.95	\$ 8.96	-10%
7502	Gas company	\$ 8.00	\$ 8.07	1%
9060	Golf course	\$ 1.34	\$ 1.74	30%
9033	Housing authority	\$ 3.07	\$ 3.99	30%
9410	Municipal employee	\$ 0.71	\$ 0.92	30%
8017	Off sale liquor store	\$ 4.57	\$ 4.11	-10%
9084	On sale liquor store	\$ 3.50	\$ 4.28	22%
9102	Parks	\$ 6.31	\$ 7.68	22%
7720	Police	\$ 8.28	\$ 10.76	30%
7722	Police reserves	\$ 3.02	\$ 3.77	25%
7723	Police reserves: non-smoking	\$ 2.72	\$ 3.39	25%
7721	Police: non-smoking	\$ 7.45	\$ 9.68	30%
7580	Sewage disposal plant	\$ 5.25	\$ 4.73	-10%
5506	Street construction	\$ 10.42	\$ 9.37	-10%
7520	Waterworks	\$ 4.38	\$ 3.95	-10%

Members and agents can contact their underwriter for member-specific details.

What about other variables?

Individual member premiums for the workers' compensation program will also be affected by other factors like changes in member expenditures, payrolls, experience rating, and other exposure measures.

What role does PTSD play in workers' compensation rate increases?

Since PTSD claims first became compensable in 2013, they have risen to a point where they're currently projected to make up about 37% of the Trust's annual workers' compensation claim costs, with most of that arising from police claims. The majority of PTSD costs are attributable to covering lost wages for employees who do not return to work after their diagnosis.

What is the Trust doing to address PTSD costs?

The Trust understands pressures on city budgets faced with rising premium rates. The Trust and its members have taken a leading role — along with public safety professional

organizations, other local government insurance pools across the country, and other significant stakeholders — to address workers' compensation costs associated with PTSD.

The Trust's PTSD specialist, hired in 2020, continues to work with Trust staff and external stakeholders on outreach and educational efforts with member cities in an effort to promote PTSD prevention and treatment among public safety personnel. This past year, a Duty Disability Group was formed among stakeholders to work with the League of Minnesota Cities' Intergovernmental Relations team to identify and seek a workable state legislative solution that will involve a PTSD disability funding solution without ties to the state's workers' compensation system. The Trust has also planned a robust public information campaign for 2022 emphasizing that PTSD among first responders is treatable and does not need to be permanently debilitating.

What can members do?

In addition to the financial burden posed on the workers' compensation system, PTSD has a dramatic impact on law enforcement staffing, departmental morale, and the well-being of affected employees and their families, friends, and communities. For tips on preventing, recognizing, and acknowledging PTSD within your city's law enforcement and first responder communities, please visit the Trust's [PTSD and Mental Health Toolkit](#).

The Trust has developed this resource to help our members address issues of PTSD and general mental health. It also addresses topics such as suicide prevention, creating a supportive environment, PTSD treatability, and more. The toolkit also includes a Media Room that shares stories and perspectives from the public safety community related to PTSD and mental health. Understanding and implementing the action steps described in these resources can play significant roles in mitigating costly PTSD claims. Even more important, it will help return injured employees to a full and healthy life.

Your LMC Resource

Underwriters are available to assist with questions about coverages and more.

[Connect with Underwriters](#)

choose "Underwriting" under "Department"

2021-2022 Coverage Changes

The Trust understands unique exposures faced by cities and regularly develops new coverages to address ever-changing needs. The Trust's staff members have expertise needed to address all coverage issues and concerns, giving busy city staff one less thing to worry about.

Cyber coverage restructuring

The Trust has developed a new Municipal First-Party Cyber Coverage form for first-party cyber risks, including coverage for:

1. Breach response expenses
2. Loss of revenue
3. Data restoration
4. Computer equipment restoration

These coverages were previously provided under the Trust's property coverage, but it will now be placed in a new, standalone coverage document.

There will be a \$250,000 aggregate limit per member for the new first-party coverage, but members will be allowed to increase the limit to \$500,000 for an additional premium charge. Members seeking the \$500,000 limit will be required to undertake certain loss control actions in 2022 and beyond. The Trust will focus on building loss control resources and will be developing additional requirements in the coming year. For the 2022 renewal term, members will need to attest to reading an [excerpt developed by LMCIT about reducing computer security risks](#)

There will also be a shared pool limit for first-party cyber claims. Members will share a \$10 million limit for common causes, or similar cyber claims stemming from one event, and a \$25 million aggregate limit over a 12-month period.

The liability coverage will remain unchanged with respect to coverage for cyber claims. There's still a \$2 million per occurrence limit with a \$3 million aggregate limit.

[Learn more about the Trust's cyber coverages](#)

Crime coverage sub-limit for fraudulent instruction claims (crime coverage)

Crime coverage with a \$250,000 per occurrence limit is provided on a standard basis for members that have property coverage with the Insurance Trust. All cities carrying the Trust's property coverage automatically receive \$250,000 of coverage for crime losses by non-city employees. There will now be a sub-limit of \$50,000 for certain claims resulting from an

employee's transfer of funds based on fraudulent instructions. All other crime coverage claims will still be subject to the full per occurrence limit, which is \$250,000 in most cases.

[Learn more about best practices to prevent electronic theft and access a model electronic funds transfer policy.](#)

High value auto sub-limit (auto physical damage coverage)

There will now be a \$2 million limit for any covered automobile. If a member owns or acquires an automobile with a value of more than \$2 million, the Trust can review and adjust limits, if appropriate, after carefully reviewing the exposure with the member.

Coverage clarifications for 2022

Out-of-state workers' compensation exposure

The recent increase in employee telecommuting prompted the Trust to revisit workers' compensation coverage for employees who work in other states. The coverage language no longer references the workers' compensation law of any state. If members have employees who need coverage for work performed in other states, members should contact their agent or the Trust to find appropriate coverage from an insurer licensed to do business in that state.

Property in the open

Clarifications were made in the property coverage for how dugouts and athletic surfaces can be covered. In addition, explicit exclusions were adopted for guardrails and bollards (short posts used to create perimeters) — if members want to cover those items, it will require a special endorsement.

Pollutants, chemicals, biological weapons, and cyberattacks

A clarification was made for a sub-limit for property claims caused by terrorism involving the discharge of pollutants, chemicals, or biological weapons, and for losses, costs, and expenses resulting from a cyberattack.

Your LMC Resource

Underwriters are available to assist with questions about coverages and more.

[Connect with Underwriters](#)

choose "Underwriting" under "Department"

Have Ideas for Enhanced Coverage?

Do you have ideas to enhance the Trust's coverages? We'd like to hear from you.

[Contact an Underwriter](#)

choose "Underwriting" under "Department"

From: rhig Rural Health Interest Group <rhig@umn.edu>
Sent: Saturday, November 20, 2021 6:32 PM
To: RTower@bigforkvalley.org
Subject: Rural Health Interest Group

Hello,

We are the Rural Health Interest Group (RHIG), affiliated with University of Minnesota [Rural Health Research Center](#). Any student, professor, alumnus, or community member can be a member of RHIG, and we are inviting you to join our group. We hold regular events on the first and third Monday of the month that range from trivia, case studies, panelist events, and more!

Our group has three primary goals:

1. To host meetings with diverse speakers, panelists, and topics focused on rural health;
2. To provide opportunities for collaboration with students, professors, and community members; and
3. To discuss emerging trends in rural health research and practice.

To join our list-serv and hear about our events, please fill out this [quick form](#). Please feel free to forward this information to anyone in your network that may also be interested. You can learn more about RHIG and our upcoming events on our website: <https://z.umn.edu/RHIG>

We look forward to engaging with you about rural health topics!

Best,

Megan Clarke

Megan Clarke (they/them)
Communications Chair | Rural Health Interest Group
rhig@umn.edu | <https://z.umn.edu/RHIG>



MINNESOTA ASSOCIATION OF TOWNSHIPS AGENCY

Minnesota Association of Townships Insurance & Bond Trust (MATIT)

Agency Manager:
Jon Mocol

Underwriting Assistant:
Dawn Zimmerman

Agency Assistant:
Chris Houle

November 1, 2021

Enclosed, please find the audited financial statements for July 1, 2020 through June 30, 2021 for both the Minnesota Association of Townships (MAT) and the Minnesota Association of Townships Insurance Trust (MATIT). The members that have Workers' Compensation coverage will be receiving these financial statements in their Workers' Compensation Renewal Packets which were mailed this week. As a member that doesn't participate in MATIT's Workers' Compensation program we're mailing this to you now.

Most town officers do too much for their towns to not be compensated if they are hurt while working for the township. I encourage you to obtain a no-obligation Workers' Compensation quote to find out the cost of protecting you and the other officers of your township. By not carrying Workers' Compensation Insurance, the township is self-insuring and is opening itself up to possible liabilities and a violation of state statute 176 requiring Workers' Compensation coverage.

Please give us a call any time at 800-262-2864 you have questions about your town's insurance or to check on MATIT's rates. We want to make sure that you receive the best insurance coverage at a reasonable cost and maximize the benefits of your MAT membership.

Sincerely,

Jon Mocol
Manager of Insurance Operations

Minnesota Association of Townships Insurance and Bond Trust

**Statements of Revenues, Expenses and Changes in Net Position
Years Ended June 30, 2021 and 2020**

	2021	2020
Operating revenues:		
Contributions earned	\$ 4,616,992	\$ 4,450,988
Less reinsurance premiums	(683,823)	(544,109)
Other revenue	14,925	16,500
Net operating revenues	3,948,094	3,923,379
Operating expenses:		
Losses and loss adjustment expenses incurred	1,179,333	1,118,567
General and administrative expenses:		
Administrative fees—related party	1,250,000	1,195,455
Service fees	237,292	226,547
Special Compensation Fund assessment incurred	(13,974)	28,309
Other general and administrative expenses	645,198	216,510
Total general and administrative expenses	2,118,516	1,666,821
Total operating expenses	3,297,849	2,785,388
Operating income	650,245	1,137,991
Nonoperating income (loss):		
Net investment income	540,318	500,665
Net change in the fair value of investments	(286,131)	417,239
Total nonoperating income (loss)	254,187	917,904
Change in net position	904,432	2,055,895
Net position:		
Beginning of year	22,779,972	20,724,077
End of year	\$ 23,684,404	\$ 22,779,972

A copy of the complete audited financial statements for the year ended June 30, 2021, will be available upon written request to Minnesota Association of Townships, P.O. Box 267, St. Michael, Minnesota 55376. Audit performed by RSM US LLP.

Minnesota Association of Townships

**Statements of Activities and Changes in Net Assets
Years Ended June 30, 2021 and 2020**

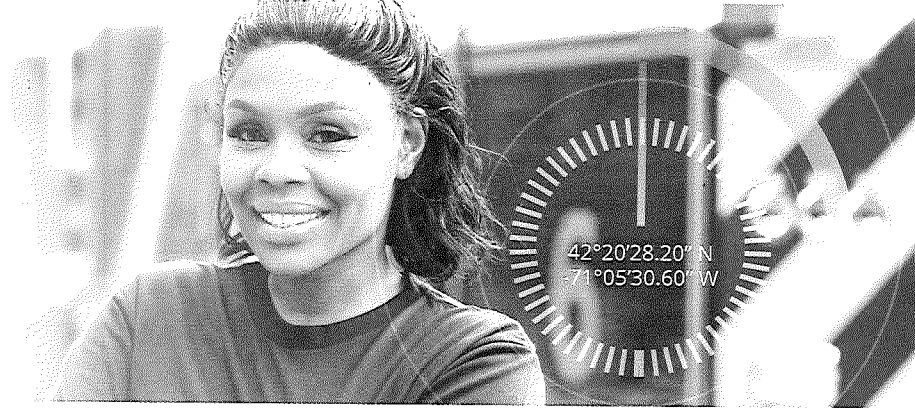
	2021	2020
Revenues:		
Dues	\$ 857,795	\$ 857,270
Administrative fees	1,250,000	1,145,962
Meetings and seminar registration fees	16,736	69,826
Royalty revenue	125,000	166,667
Investment income	14,911	43,538
Other revenues	83,877	148,132
Total revenues	2,348,319	2,431,395
Expenses:		
Board	239,919	261,187
Staff and benefits	1,053,456	1,174,474
Operating	300,779	334,365
Training	124,961	191,995
Legislative	69,789	43,058
Insurance	30,732	28,453
Outside boards and committees	35,489	40,859
Total expenses	1,855,125	2,074,391
Change in net assets	493,194	357,004
Net assets, beginning of year	4,165,478	3,808,474
Net assets, end of year	\$ 4,658,672	\$ 4,165,478

See notes to financial statements.

A copy of the complete audited financial statements for the year ended June 30, 2021, will be available upon written request to Minnesota Association of Townships, P.O. Box 267, St. Michael, Minnesota 55376. Audit performed by RSM US LLP.



Special Government Agency Pricing



Dianna Sunsdahl
TOWNSHIP OF BREITUNG
33 1st Avenue
Soudan, MN 55782

GEOTAB
management by measurement

Authorized
Geotab Reseller



Premium GPS Tracking

For any organization, any size.

Celebrating our 9-year partnership with Geotab

Hi Dianna Sunsdahl,

WEX Telematics and **Geotab** have a strong partnership built upon common values. For 9 years, we've helped agencies like yours customize their GPS experience to meet their unique needs.

Our Premium GPS service helps you:

- Track vehicle status and activity at a glance - even for electric vehicles
- Improve driver productivity and asset utilization
- Curb dangerous behaviors, like speeding, harsh braking, and more
- Retrieve accident or other footage instantly with our optional in-cab cameras

We'll even integrate your fleet card data at no extra charge—that way you have all your fleet data in one, easy-to-use application. Plus, you'll have access to our team of experts to help along the way. Simply put, we know fleet.

Call our Fleet Advisors at 1-844-928-1370 - we'd love to help you build a solution that's right for your organization.

Best,
Your WEX Telematics team

P.S. Take advantage of special pricing for government agencies!



Seamless Integration

Includes your Fleet Card data for a complete picture of activity.



Easy Setup & World-Class Support

Get fast and friendly service from our team of experts.



Brands You Can Trust

WEX and Geotab know fleet like no one else.

Sourcewell

CALL
1-844-928-1370

VISIT
getwextelematics.com/gov

FAX
1-207-253-1308



Saint Louis County

Extension Offices AP Cook Bldg. 2503 Rice Lake Rd • Duluth, MN 55811 • (218)733-2870
201 South 3rd Avenue West • Virginia, MN 55792 • (218)749-7120
www.stlouiscountymn.gov

Mary Tennis
Director, St. Louis County Depot & Extension Services

Youth in Action (YIA) is excited to announce that on Monday, February 28, 2022, the annual Make a Difference (MAD) Conference will be at the Iron Trail Motors Event Center in Virginia, MN. The mission of the Make a Difference Conference is to strengthen, educate and inspire young people with the help of partners so they can make a difference in their communities through leadership, advocacy, and service and to recruit, grow, and promote the YIA program. This will be our first time holding our conference at the newly constructed Iron Trail Motors Event Center formally known as the Miners Memorial Facility.

The MAD Conference is St. Louis County's largest youth focused event of the year. Attending this conference is free for the youth involved. Attendees choose breakout sessions hosted by their fellow YIA peers. Conference expenses include venue rental, student bus transportation, keynote speaker, lunch, t-shirts, and meal during Sunday set up. St. Louis County and community sponsorship cover this event.

We are writing this letter to invite you to be a sponsor of the 2022 YIA Make a Difference Conference. Your contribution will support youth who attend the conference from across St. Louis County. Community sponsorship helps us continue to provide a free, impactful, and memorable day for the future leaders of St. Louis County. Also, new this year, we'll be offering a hybrid model to reach youth both in-person and virtually.

Included are sponsor levels and a form for contributions. Feel free to contact us with questions about the conference or program activities. Thank you for your continued commitment to our youth. For questions regarding sponsorships please contact Stacey DeRoche at 218-428-9847.

Please know we are monitoring the pandemic very closely. Our best-case scenario will be hosting this conference in-person. If we need to host the event virtually, we will make that decision on Tuesday, February 1, 2022. We also have dates held for November 2022 and February 2023 for a new in-person conference. In the event we host virtually, we will honor your sponsorship on the new in-person date.

Thank you for considering this opportunity to support St. Louis County Extension's Youth in Action program and our 2022 Make a Difference Conference.

Sincerely,

YIA Program Coordinators: Taryn Burnett, Tyler Erickson, Elise Rigney, & Angela Zavodnik
St. Louis County Extension Office - Duluth and Virginia
Partners Advisory Board of Northern St. Louis County





**S A I N T
LOUIS
COUNTY**
MINNESOTA



We invite you to support the St. Louis County Youth in Action Conference on February 28, 2022. We gratefully welcome all donations and support from our community partners.

Youth in ACTION

Would you like to exhibit and showcase your organization's programs and services to youth throughout St. Louis County? If so, we have four different levels of sponsorship to meet your organizations needs for exposure and to show support of our youth.

SUPPORTER LEVELS

	CHAMPION \$2000	ADVOCATE \$1000	ALLY \$500	YOUTH PARTICIPANT \$100-\$499
RECOGNITION ON CHAMPION SPONSOR BANNER COMPANY LOGO ON ALL STAFF & STUDENT T-HIRTS				
COMPANY SPOTLIGHT ON SOCIAL MEDIA RECOGNITION AT OPENING AND				
HANDOUT IN ATTENDEE'S DAY BAG				
RECOGNITION IN CONFERENCE BROCHURE RECOGNITION ON WEBSITE & SOCIAL MEDIA				

It costs between \$75 or \$100 per student to attend our conference. We invite you to sponsor as many students as you would like. Your sponsorship will support a youth from one of the eighteen schools we serve throughout St. Louis County.

Please email your logo to rigneve@stlouiscountymn.gov by February 1, 2022 to use to recognize you at the conference, based on your supporter level.

Yes! I would like to support the 27th annual
MAKE A DIFFERENCE CONFERENCE
on February 28, 2022 at the Iron Trails Motor
Entertainment Convention Center (ITMEC.)



SUPPORTER LEVELS

Support the Conference

- Champion—\$2000
- Advocate—\$1000
- Ally—\$500

Sponsor a Student

- One Student—\$100
- Two Students—\$200
- Three Students—\$300
- Four Students—\$400

Please make your
check payable to:
St. Louis County

Send to:
Extension Office
AP Cook Building
2503 Rice Lake Rd
Duluth, MN 55811
Attention: YIA

NAME

ORGANIZATION

ADDRESS

CITY/STATE/ZIP

PHONE #

EMAIL

THANK YOU for supporting the youth of St. Louis County!

Your generosity is a commitment to the
future leaders of our communities.
Your donation is tax deductible.



S A I N T
LOUIS
COUNTY
M I N N E S O T A

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

November Fire Dept Report

Regular monthly fire dept meeting was held on 11/11/21. Highlights review and discussion of fire calls, assigned members for monthly apparatus checks and equipment checks, acceptance of two new members and discussion of transition plan for officers and fire dept changes for 2022.

Hands on training conducted winterization of equipment and apparatus

Since last regular meeting in October we responded to following emergency calls and fire dept events.

- 10/27 Mutual Aid for house explosion in Greenwood Township
- 10/30 Mutual Aid for cooking fire in Tower



BREITUNG POLICE DEPARTMENT

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

PHONE: (218) 753-6660

41 1ST AVE • P.O. BOX 6

DANIEL REING

FAX: (218) 753-2407

SOUDAN MN 55782

CHIEF OF POLICE

Calls:

(11/15/2021-11/30/2021) Ely PD used the squad for the first half of the month.

19 calls

Citations: 3

1 Speed Citation

1 Expired Registration Citation

1 Driving After Suspension Citation

Mileage for squad 327

(11/15/2021) 34,824

(11/30/2021) 35,393

Updates and recap of month:

Chief Reing recertified for the DMT. Spent several hours going back online and restarting the department. Evidence room and upstairs were cleaned, more work to be done. Reset police department into various computer programs for squad and office. Set up annual training for officers in Ely on December 14, 2021. Ordered ammunition for training and duty ammunition. Some has arrived, and we are still waiting on others.



facebook.com/breitungpolicdept



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

McKinley Park Report 2021

Our 2021 season was great! Things ran very smoothly. We had a few issues with the electricity, which the Township has already started to update. We would also thank the township for the new 6 new picnic tables, which brings the total to 12 new tables and 3 new benches. Future improvements also include work on the docks.

Camping revenue was up \$7,278 overall, which includes an increase in the winter storage fees.

Our electric bill was up \$590 over 2020. Our garbage bill was down \$536. We will continue to encourage recycling, which really keeps the garbage bill down.

We are grateful to our campers who continue to help one another and us. They are also great supporters of our local businesses.

We are thankful to Breitung Township for their support:

Supervisors:

Tim, our main contact, Chuck and Dusty.

Clerk, Treasure: Dianna and Jorgine.

Maintenance: Tom and Keith and all the great township kids!

Susie + Jerry

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

TOWNSHIP OF BREITUNG

By: _____
Mayor David Setterberg

By: _____
Chairman Timothy Tomsich

By: _____
City Clerk-Treasurer Michael Schultz

By: _____
Supervisor Charles Tekautz

By: _____
Supervisor Gregory Dostert

By: _____
Clerk, Dianna Sunsdahl

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.

- 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

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

Name: Daniel Reing, Chief
Address: 41 1st Ave
PO Box 6
Soudan, MN 55782
Telephone: 218.753.6660
Email Address: 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.

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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 2nd, 2021

Name: Dianna Sunsdahl
(PRINTED)

Signed: _____

Title: Clerk, Breitung Township
(with delegated authority)

Date: December 2nd, 2021

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

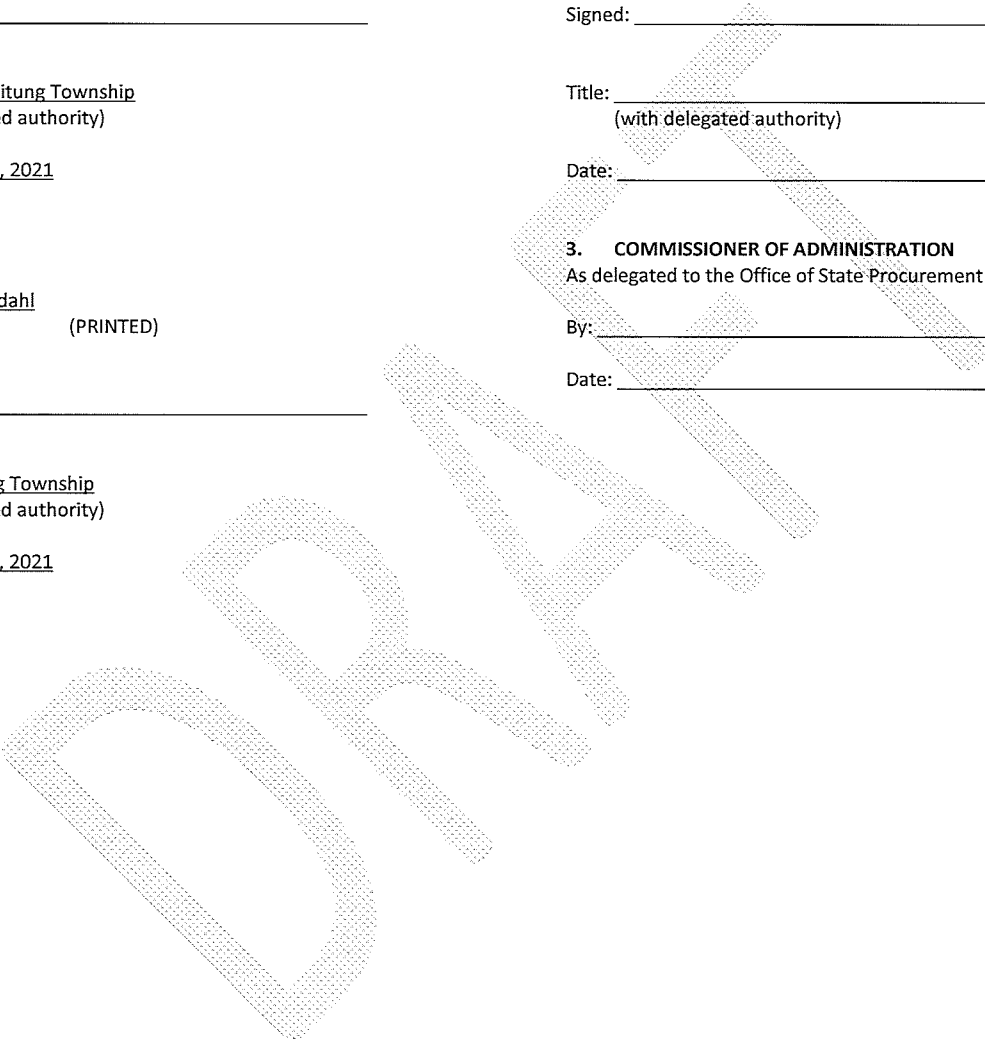
Title: _____
(with delegated authority)

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 Sunsdahl, the Township Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 2nd 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 Sunsdahl
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) 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.

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 2nd, 2021

Name: Dianna Sunsdahl
(PRINTED)

Signed: _____

Title: Clerk, Breitung Township
(with delegated authority)

Date: December 2nd, 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
landuseinfo@stlouiscountymn.gov

Matthew E. Johnson
Director

November 23, 2021

Breitung Township
PO Box 56
Soudan MN 55782

VIA EMAIL: 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 3rd 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.

If you have any questions, please contact Jenny Bourbonais, St. Louis County Land Use Manager, at 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. 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 2nd 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 3rd 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.

Please provide your contact email and phone number to Angela Lepak at lepaka@stlouiscountymn.gov or Jenny Bourbonais at 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 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 2nd 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 3rd 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 2nd, 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 2nd 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 and 218-753-4070 or Ambulance Director Dena Suihokenen at ambulance@cityoftower.com and 218-750-3002.

Respectfully,

Victoria Ranua
Clerk/Treasurer

This institution is an equal opportunity provider and employer
"Lake Vermilion's Harbor City"

**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 ¹	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 ²	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
			\$39,855

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 15th of

¹ Based on 2018 Minnesota State Demographer 2018 Report, https://mn.gov/admin/assets/mn_cities_townships_estimates_sdc_2018v2_tcm36-397170.xlsx

² 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 3rd 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. **INDEMINIFCATION.** 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

With copies to:

City of Tower
Attn: Clerk/Treasurer
PO Box 576
Tower, MN 55790
Phone: 218-753-4070
Email: 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

With copies to:

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

TOWNSHIP OF BREITUNG

Township of Breitung
Attn: Chairman
PO Box XX
Soudan, MN 55782
chairman@breitungtownship.org

With copies to:

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

TOWNSHIP OF EAGLE'S NEST

Eagle's Nest Township
Attn: Clerk
1552 Bear Head State Park Road
Ely, Minnesota 55731
eaglesnesttwp@citilink.net

With copies to:

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

TOWNSHIP OF GREENWOOD

Greenwood Township
Attn:
3000 County Road 77
Tower, MN 55790
greenwoodtownship@frontiernet.net

With copies to:

Greenwood Township
Attn:
3000 County Road 77
Tower, MN 55790
greenwoodtownship@frontiernet.net

TOWNSHIP OF KUGLER

With copies to:

Kugler Township
Attn: Julie Suihkonen
P.O Box 599
Tower, MN 55790
jsuihk@hotmail.com

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

TONWNSHIP OF VERMILION LAKE

With copies to:

Vermilion Lake Township
Attn: Phillip Anderson
6703 Wahlsten Road
Tower, MN 55790
andersontw@aol.com

Vermilion Lake Township
Attn: Town Clerk
6703 Wahlsten Road
Tower, MN 55790
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 4th 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

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

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

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
					Hazmat 1001 Operations Course
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

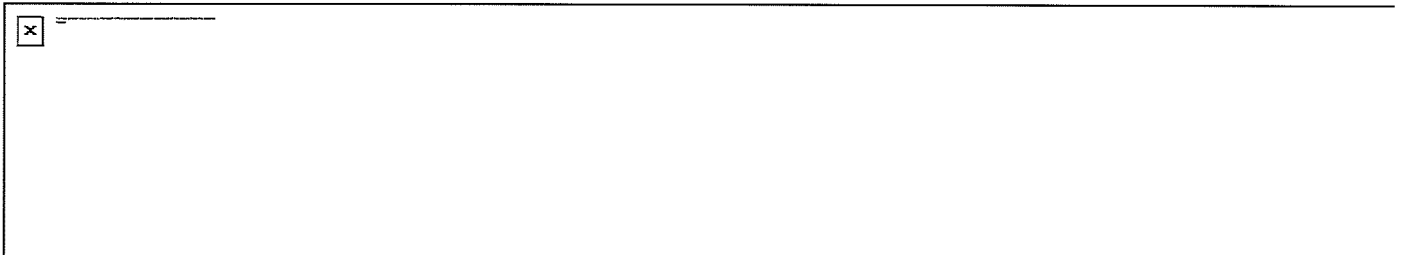
FYI-we will be working to complete-stay tuned

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 2nd day of December 2021.

Timothy Tomsich – Chairman

Dianna Sunsdahl – 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 1st through September 30th. 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 1st through August 31st. 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 1st through August 31st. Manager shall not reside on Park premises from October 1st through April 30th.

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 1st through September 30th.

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

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
landuseinfo@stlouiscountymn.gov

Matthew E. Johnson
Director

November 17, 2021

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

Dear Ms. Sunsdahl:

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 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 2nd 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 3rd 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
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

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

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 2nd 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 3rd Avenue West
Virginia, MN 55792
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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

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

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: --

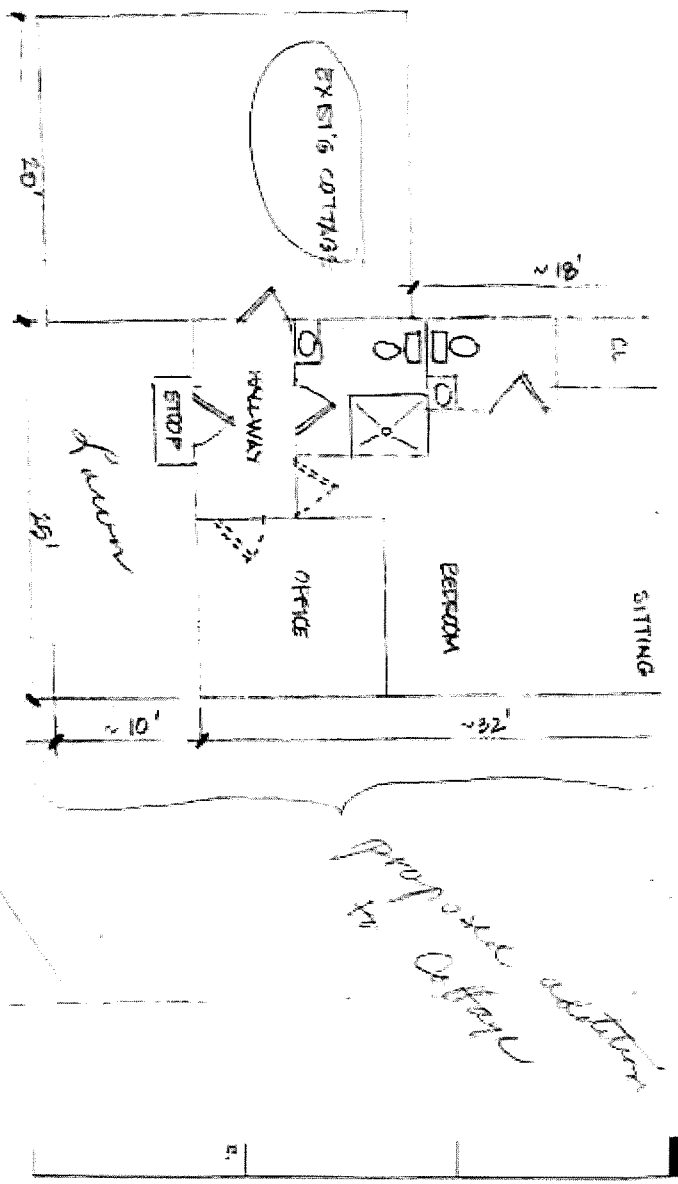
State: --

Postal Code: --

Email Address: --

I have read and agree to the statement above.

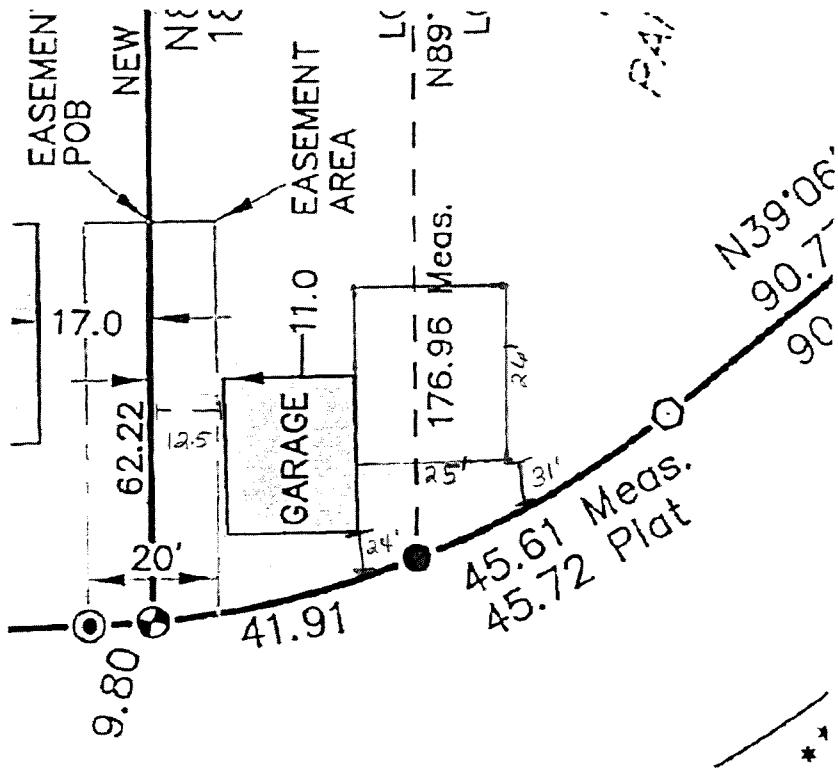
No



Dan Maki

Subject:

Sent from Snipping Tool



existing - 24' curb
addition - 34' / 31'
prop line - 12.5'

LOT LINE ADJUSTMENT

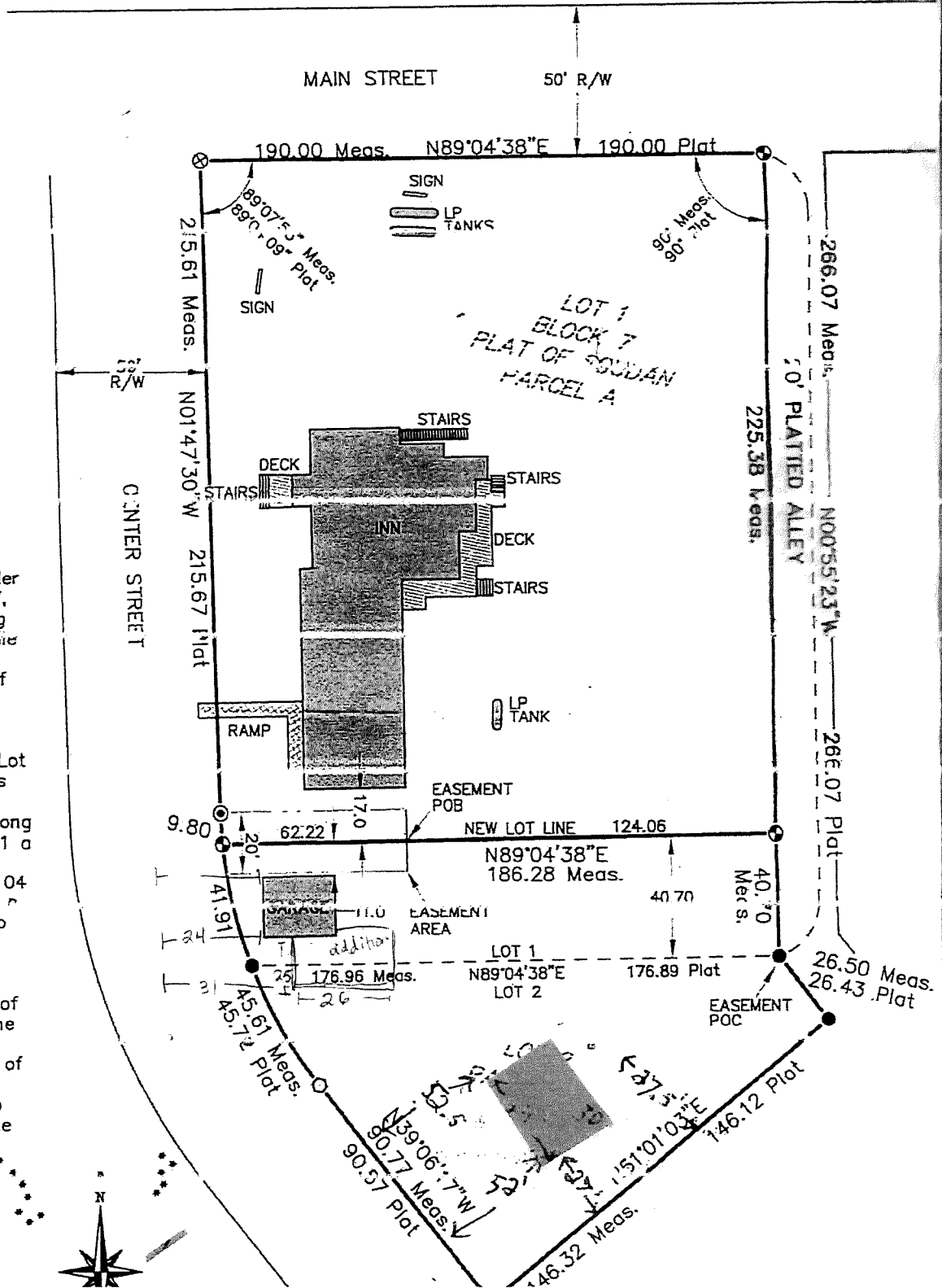
For Mary Batinich
 Lots 1 & 2, Block 7, Plat of SOUDAN
 Section 28, Township 62 North, Range 15 West
 St. Louis County, Minnesota

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

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

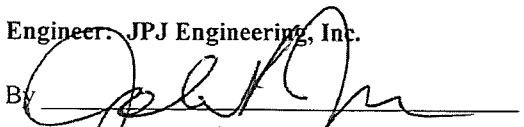
CONTRACT CHANGE ORDER SUMMARY			ESTIMATE	
No.	Amount			
	Additions	Deductions		
CO #1	\$23,330.00		1. Original Contract	\$435,780.00
CO #2	\$12,525.00		2. Change Orders	\$35,855.00
			3. Revised Contract (1+2)	\$471,635.00
			4. Work Completed*	\$254,891.50
			5. Stored Materials	\$4,265.60
			6. Subtotal (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):	On Schedule	Starting Date: August 9, 2021
Revised:	<input checked="" type="checkbox"/> Yes	Substantial Completion: October 15, 2021
	<input type="checkbox"/> No	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



TOM NEMANICH 11-18-2021

TOWNSHIP OF BREITUNG
RESOLUTION NO. 2021-32

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
TOWNSHIP OF BREITUNG

RESOLUTION AUTHORIZING THE TOWNSHIP 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 2nd day of December 2021.

Timothy Tomsich – Chairman

Dianna Sunsdahl – Clerk

TOWER AREA TRAILS PLAN



January 2022

Executive Summary

The Tower Area Trails Plan was developed by the City of Tower, Minnesota, and area partners in 2021. The Plan identifies priorities for trail system development in the Tower area. A few select goals from the plan document are highlighted below.

- Create an online information hub about area trails for the City of Tower website.
- Develop the Tower Depot/Tower Harbor area into a wayside rest area and multimodal trailhead.
- Maintain and complete the local Hoodoo Point-McKinley Park [paved] trail loop.
- Expand the Howard-Wagoner Ski Trail system.
- Complete the Prospector [ATV] Loop.
- Explore opportunities to secure permanent easements for non-state [snowmobile] trails.
- Designate and market a water trail with a terminus at the Tower Harbor.

Continue reading this plan for a full list of trail system development goals and actions.

This plan was made possible through support by the City of Tower, the Tower Economic Development Authority (TEDA), and the Minnesota Department of Iron Range Resources & Rehabilitation (IRRR).



The development of this plan was facilitated by ARDC Planning, a division of the Arrowhead Regional Development Commission (ARDC).



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Introduction

In 2021, the City of Tower, Minnesota, hired ARDC Planning, a division of the Arrowhead Regional Development Commission (ARDC), to facilitate development of a trails plan for the City of Tower and the surrounding area. For purposes of this plan, the “Tower area” includes the area from Greenwood Town Hall in the west to Bear Head Lake State Park in the east and Lake Vermilion in the north to Kugler Town Hall in the south.

The planning process included the collection of public input, identification of trail development needs and desires, and development of this plan document. This process took place from July to December in 2021 and was guided by a steering committee with representation from numerous area trail stakeholders, as listed below:

- Bryan Anderson, Minnesota Department of Transportation District One
- Carol Booth, Lake Vermilion Trail Joint Powers Board
- Dan Broten, Prospectors ATV Club and Penguins Snowmobile Club
- Brad Dekkers, Minnesota Department of Natural Resources
- Jim Essig, Lake Vermilion-Soudan Underground Mine State Park
- Ed Hanson, Northwoods Saddle Club
- Aaron Kania, Interested Citizen
- Orlyn Kringstad, City of Tower
- Nancy Larson, City of Tower
- Steve Lotz, Lake Vermilion Trail Joint Powers Board
- Bob Manzoline, Mesabi Trail
- Kevin Norby, City of Tower
- Ida Rukavina, Howard Wagoner Trails Club
- Michael Schultz, Tower Economic Development Authority
- Mary Shedd, Howard Wagoner Trails Club
- Dianna Sunsdahl, Breitung Township
- Jodi Summit, Vermilion Country Charter School
- Roxanne Tea, Interested Citizen
- Ryan Wahls, Ely Bike & Kicksled

This document represents the result of this group’s conversations to continue development of the trail system in the Tower area. The following pages include an action plan with goals for several types of trails. It also includes appendices that provide further information and documentation of the ideas that inspired and shaped the vision outlined in this document.



Photo Credit: City of Tower Ski Trails

Action Plan

Categorized by types of trails, the following pages inventory existing trails in the Tower area and present community goals for continued development of these trail systems. The plan also identifies recommended actions to pursue these goals in the coming years.

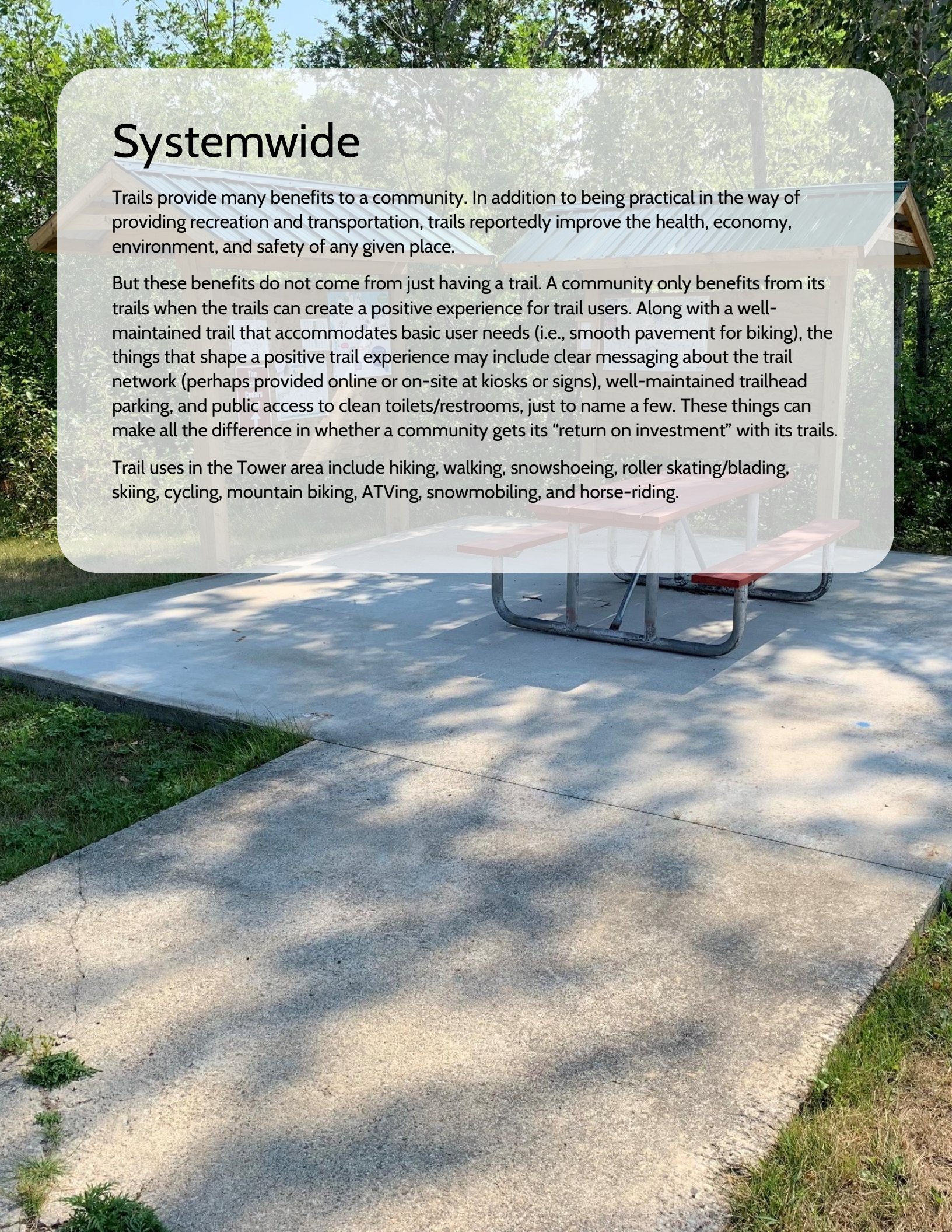
DRAFT

Systemwide

Trails provide many benefits to a community. In addition to being practical in the way of providing recreation and transportation, trails reportedly improve the health, economy, environment, and safety of any given place.

But these benefits do not come from just having a trail. A community only benefits from its trails when the trails can create a positive experience for trail users. Along with a well-maintained trail that accommodates basic user needs (i.e., smooth pavement for biking), the things that shape a positive trail experience may include clear messaging about the trail network (perhaps provided online or on-site at kiosks or signs), well-maintained trailhead parking, and public access to clean toilets/restrooms, just to name a few. These things can make all the difference in whether a community gets its “return on investment” with its trails.

Trail uses in the Tower area include hiking, walking, snowshoeing, roller skating/blading, skiing, cycling, mountain biking, ATVing, snowmobiling, and horse-riding.



Goals & Actions – Systemwide

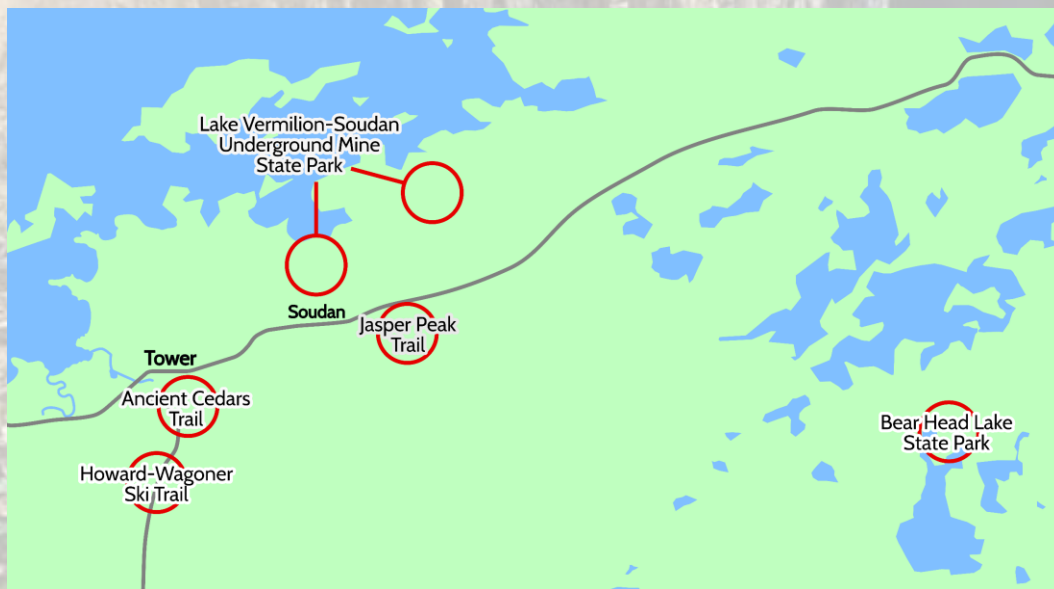
- Develop the Tower Depot/Tower Harbor area into a wayside rest area and multimodal trailhead.
 - Hire a landscape architect or engineer to update a concept plan for the area; consider needs such as trail user parking, access to wheelchair accessible toilet rooms, and trail kiosks in the design.
 - Work with the Minnesota Department of Transportation (MnDOT) to explore and implement increased crossing safety measures at the Cedar Street intersection with Highway 1.
 - Work with the Minnesota Department of Transportation (MnDOT) to explore and implement increased crossing safety measures at the Enterprise Drive intersection with Highway 135.
 - Develop a user-friendly area trail map for both summer and winter trail use to be prominently displayed at the trailhead.
- Create an online information hub about area trails for the City of Tower website.
 - Work with area trail stakeholders to develop a trail user guide for the Tower area; consider hiring a marketing firm to develop clear and concise messaging that is tourist friendly.
 - Apply search engine optimization strategies to the webpage to help direct people using search engines to the page.
- Create a trail signage system that is easy to understand for first time trail users.
 - Be involved in conversations with the Northern Saint Louis County Trails Task Force about standardized sign design.
 - Apply best signage practices to new trails, and update signage on existing trails as needed.

Natural Surface Hiking Trails

Hiking trails provide common access to unique natural and/or scenic areas on a recreation basis. Generally, people who hike value the quiet of the woods and may bring their dogs with them. To this end, designated hiking trails are built as tight, singletrack trails with a compacted, bare earth surface – not loose gravel.

On a local level, hiking trails tend to be built as loops on public land, and people often visit them with the express intention to hike. In turn, local hiking trails may not naturally create an interconnected system, though a regional hiking trail used by long-distance hikers may connect local loops to create a continuous network. People who hike commonly use a mode of transportation other than walking (e.g., car) to access a hiking trail, so parking facilities and trailhead kiosks can be useful to the success of any given trail system.

Map: Existing Hiking Trails in the Tower Area*



**Hiking is also an allowed use of the Arrowhead State Trail and Taconite State Trail, though these trails are designed and constructed primarily for snowmobile use.*

These trails are not included in this map.

The Tower area includes 28 miles of trails for hiking. Existing trails open for hiking in the Tower area include Ancient Cedars Trail, Howard-Wagoner Ski Trail (summer months), Jasper Peak trail, Lake Vermilion-Soudan Underground Mine State Park trails, Bear Head Lake State Park trails, the Arrowhead State Trail, and the Taconite State Trail.

Photo Credit: City of Tower Ski Trails

Goals & Actions – Natural Surface Hiking Trails

- In north Tower, develop a designated hiking trail loop that provides a nearby hiking opportunity for visitors of Hoodoo Point Campground.
 - Build off the already completed work of flagging the desired forest trail loop, and commit to construction and development of the trail.
 - Identify a route to connect campground visitors directly to the forest trail loop, and flag the route.
 - Construct the trails, and use tree markers to identify the loop (as there are user-created ATV trails in the area that may cause confusion).
 - Develop and install a map at Hoodoo Point Campground of the trail loop with instructions to follow the tree markers.
 - Continually undergo forest and timber management in the north Tower area to balance needs of the natural landscape as trail development continues.
- Cooperate with the North Country Trail Association (NCTA) to route the North Country National Scenic Trail directly through the city of Tower.
 - Continue conversations with the North Country Trail Association (NCTA) to route the trail through Lake Vermilion-Soudan Underground Mine State Park and through the city of Tower, using existing hiking trails wherever possible.
 - Identify connection needs where trails do not currently exist, and work with the NCTA to enable construction of new trail on the designated route.
 - Gain buy-in from local hiking stakeholders to help construct and “break in” the new trail segments with regular use; consider launching a local chapter of the NCTA to support the trail routing into the future.

Paved Walk/Wheel Trails

Paved trails are a complex trail type due to their accommodation of many uses and their dual ability to serve both recreation and transportation desires. Paved trails are generally designed with as few curves or hills as possible to accommodate wheeling sports. But each paved trail may be built differently depending on intended/allowed use and context. Maintaining pavement quality is especially important to provide a safe, accessible surface for wheel uses.

Paved trails built for recreation are intended to provide common access to unique natural and/or scenic areas, much like hiking trails. Sometimes, popular recreational hiking trails are even paved to support use by all ages and abilities, including those in strollers or wheelchairs. Paved trails built for transportation are designed to provide infrastructure separated from vehicular traffic for non-drivers, particularly children and older adults. One type of paved trail that “blurs the lines” between recreation and transportation use is regional trails, which span many miles, connect two or more cities with continuous trail, and are commonly used by long-distance cyclists. Confusion about allowed uses of a paved trail is typical and may even cause some people to avoid the trail altogether. As such, it is important to make information about paved trails available in multiple formats, including online and at trailhead locations.

Map: Existing Paved Walk/Wheel Trails in the Tower Area



The Tower area includes approximately 13.5 miles of trails for walking, roller skating/blading, and cycling; this includes the accessible Class 5 trails around the Tower Harbor, though skating and blading could not take place on these trails. Existing trails open for walking and wheeling in the Tower area include the Hoodoo Point-McKinley Park trail loop, Tower Harbor Trail, Mesabi Trail, and Bois Forte Trail. An additional area trail currently in development is the Lake Vermilion Trail.

Goals & Actions – Paved Walk/Wheel Trails

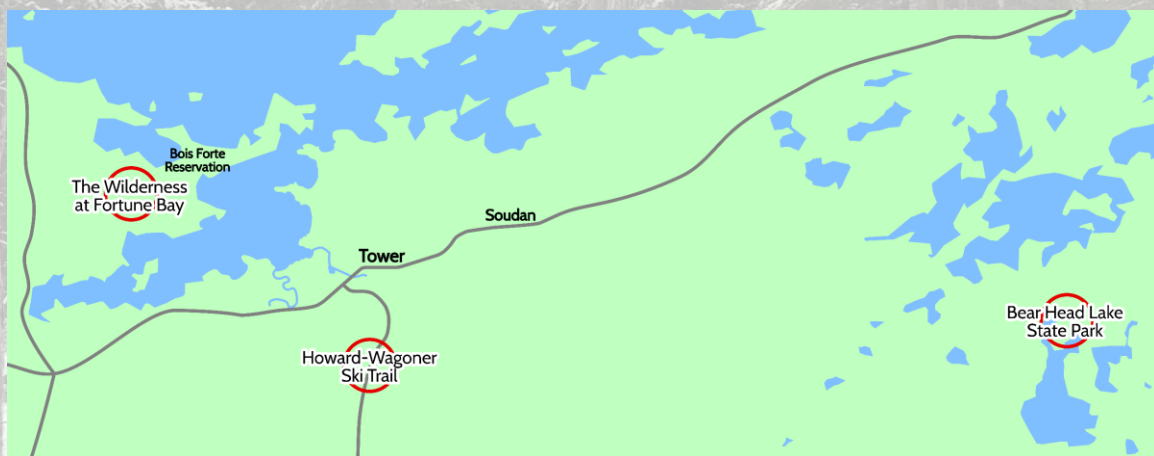
- Maintain and complete the local Hoodoo Point-McKinley Park trail loop.
 - Conduct pavement maintenance on the existing Hoodoo Point Trail.
 - Create a partnership between the City of Tower and Breitung Township to design, fund, and construct trail to fill the trail loop gap near Puncher Point.
 - Use pavement markings and signage to help users of Poirier Road, Cedar Street, and Main Street understand that these roads serve an on-street trail loop connection; partner with the Minnesota Department of Transportation (MnDOT) to monitor needs for the road crossing at Highway 1.
 - Install benches strategically along the trail loop to support trail use by people who may need to rest periodically, like older adults and families with children.
- Develop and maintain regional trail connections through participation in the Lake Vermilion Trail Joint Powers Board and support of the St. Louis and Lake Counties Regional Railroad Authority (RRA).
 - Support efforts to reconstruct the Mesabi Trail between Tower and Soudan.
 - Participate and support efforts to seek funding and construct westward Lake Vermilion Trail connections, particularly a section from Tower to the Y-Store.
 - Support the RRA in efforts to seek funding and construct Mesabi Trail connections eastward to Ely.
 - Support the RRA in efforts to seek funding and construct Mesabi Trail connections southward to Embarrass.
- Expand trail connections to and from the Tower Harbor.
 - Construct the planned trail between the Harbor Trail (where it currently terminates under the Highway 1 bridge) and the existing Hoodoo Point Trail.
 - Construct the planned trail between the Harbor Trail to Pine Street, through the “welcome park” along the south side of Highway 1.
 - Design and construct an accessible paved trail between Harbor Trail and the Mesabi Trail through the children’s park.
 - Design and construct a trail between the Harbor Trail and the marina/boat club along the west side of East River Two.
- Communicate with paved trail owners (i.e., City of Tower, Breitung Township, RRA) to explore winter maintenance practices of the trails.
 - Explore the possibility of plowing the trails once in early spring, if not all throughout the winter, to promote snow melt on the trails and enable longer yearly access for walking and wheeling.
 - If there is not a desire to plow snow from the trails, explore the possibility of grooming the trail corridors for skate skiing.
 - Continually study trail road crossings to identify safety signage needs, including adding new signs and updating existing signs.

Groomed Ski Trails

Groomed ski trails provide common access to the winter landscape on a recreation basis. There are three traditional styles of cross-country skiing: classic, skate, and backcountry. While backcountry skiing does not require a formal trail, classic style requires groomed tracks, and skate style requires a groomed pass. In addition, some people ski while tethered to an animal (i.e., dog); this sport is called skijoring.

Much like hiking trails on a local level, groomed ski trails tend to be built as systems, with loops or circuits, within defined areas. Sometimes, this area is an open landscape, like a golf course or a frozen lake. Other times, this area is a wooded landscape, like a forest trail. People commonly use a mode of transportation other than skiing (e.g., driving) to access a groomed ski trail, so parking facilities and trailhead kiosks can be useful to the success of a trail system.

Map: Existing Groomed Ski Trails in the Tower Area



The Tower area includes approximately 20.5 kilometers (12.7 miles) of existing trails for skiing. Though some in the Tower area have explored grooming for skate skiing, trails are regularly groomed only for classic skiing. Existing trails open for skiing in the Tower area include the Howard-Wagoner Ski Trail, The Wilderness (golf course) at Fortune Bay, and the Bear Head Lake State Park trails.

Photo Credit: City of Tower Ski Trails

Goals & Actions – Groomed Ski Trails

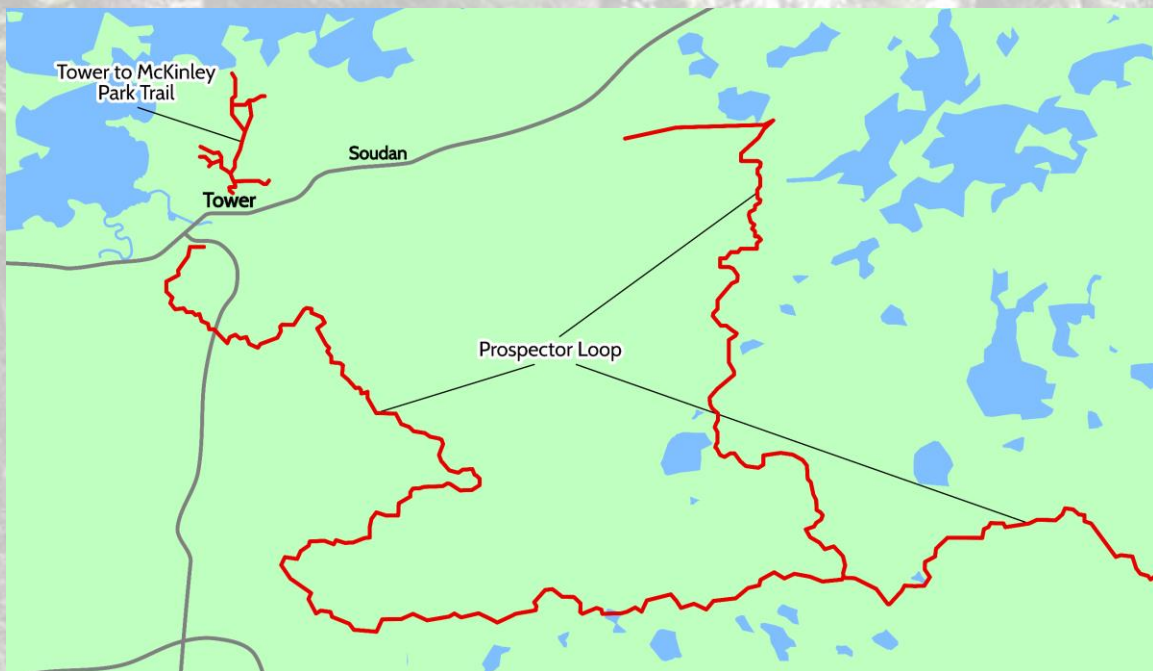
- Decide allowed uses of the Howard-Wagoner Ski Trail, and enforce policies.
 - Initiate a meeting with the Prospector's ATV Trail group to identify expectations of use on shared trail corridors and needed messaging to trail users through signage.
 - Decide whether the Trail should be designated as a non-motorized system year-round.
 - Decide whether the Trail allows dogs for skijoring on its trails; consider the possibility of allowing dogs on some trails but not others.
 - Communicate about allowed trail use on signage and relevant communications about the Trail, and enforce the policies when able.
- Expand the Howard-Wagoner Ski Trail system.
 - Explore opportunities to create another trail loop, adding up to 2 kilometers of trail, on the west side of the system.
 - Explore desired type of grooming of the expanded system, considering skate grooming as an option.
 - Explore the possibility of developing a formal parking lot at the trailhead.
- Groom the Lake Vermilion-Soudan Underground Mine State Park hiking trails for classic skiing.
 - Connect with the Minnesota Department of Natural Resources (MN DNR) to explore current winter use of the trails, the demand for providing groomed trails for skiing in the park, and the logistics of grooming the existing trails.
 - If interest is recognized, identify exact trail loops and bring classic trail grooming to the park.
- Communicate with paved trail owners (i.e., City of Tower, Breitung Township, RRA) to explore the possibility of grooming paved trails for skate skiing during the winter.
 - Contact the paved trail owners to inquire about interest in the idea.
 - Depending on interest, partner with agencies that have skate grooming equipment to explore opportunities for partnership.

Natural Surface ATV Trails

ATV trails are complex because, like paved trails, they serve both recreation and transportation purposes – often simultaneously. But unlike paved trails, the motorized nature of ATVs naturally causes a demand for trail systems to provide more miles for its users. Because more trail miles are preferred, it is fortunate that soil serves as the default surface of ATV trails, though crushed gravel or crushed stone may be used for trail surfacing where local soil conditions are unfavorable.

On a local level, ATV trail systems may include loops through a wooded area. But more commonly, ATV trails are built on a regional level and connect communities to each other as well as to common destinations, like scenic natural areas or restaurants and bars. Trailhead kiosks are a useful component of an ATV trail to provide information about the trail system, and parking is especially important for people who trailer their ATVs to access the trail.

Map: Existing Natural Surface ATV Trails in the Tower Area*



**ATVing is an allowed use of the Arrowhead State Trail and Taconite State Trail in select sections. But those sections are not within the geographic scope of this map. Also, "informal" and private ATV trails in the Tower area are not represented here.*

The Tower area includes 36.6 miles of existing trails for ATVing. Existing trails open for ATVing in the Tower area include the Tower to McKinley Park Trail, Prospector Loop, and Taconite State Trail (select segments).

Photo Credit: City of Tower Ski Trails

Goals & Actions – Natural Surface ATV Trails

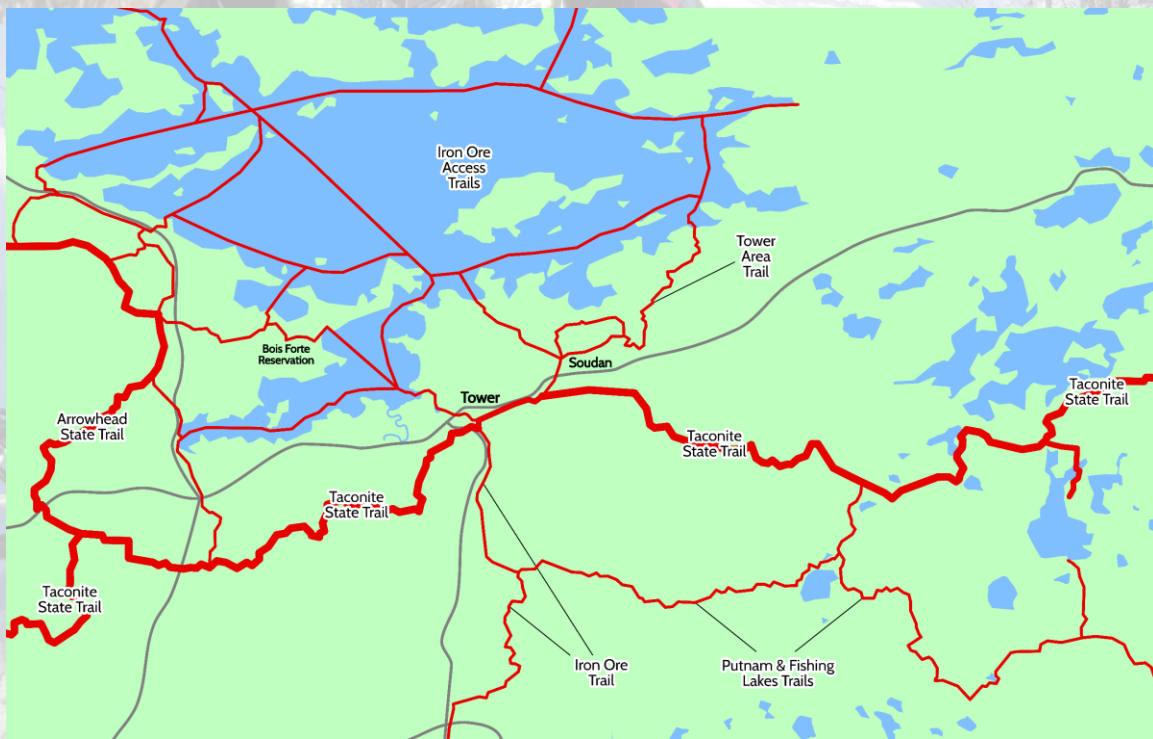
- Formalize the Tower to McKinley Park ATV Trail.
 - Inspect the existing ATV trails (both formal and user-created) on the City-owned land north of Tower to identify the trails that should be encouraged for use and the trails that should be discouraged/retired.
 - Partner with the Prospector's ATV Club to identify maintenance and development needs of this local trail connection/loop; in particular, consider the connection needs among Hoodoo Point Campground, McKinley Park Campground, and Soudan.
 - Support the Prospector's ATV Club to maintain existing trails and to build desired trails in this area.
 - Continually undergo forest and timber management in the north Tower area to balance needs of the natural landscape as trail development continues.
- Complete the Prospector Loop.
 - Support the Prospector's ATV Club's work to design and partner with the Minnesota Department of Natural Resources (MN DNR) to construct the trail segment from Murray to Soudan.
 - Better communicate about allowed on-street ATV trail connections in the city of Tower and neighboring townships by posting a map of allowed use on the recreation page of the city website.
- Work toward enhancing public opinion of ATV users through conversation, policy change, and more.
 - Accept a meeting with the Howard-Wagoner Ski Trail group to identify expectations of use on the system's shared trail corridor and needed messaging to trail users through signage.
 - Consider opening streets in the city of Tower for ATV use to alleviate ATV damage to paved non-motorized trails.
 - Develop enforceable local ordinances that designate trail uses in the area, and educate area trail users about where ATV use is not allowed.
 - Install physical barriers (i.e., gate on the Iron Ore Trail bridge during non-snowmobile months) to deny ATV access to unauthorized areas.

Groomed Snowmobile Trails

Snowmobile trails are like ATV trails in many ways. Both trail types lend to both recreation and transportation needs and tend to rely heavily on trailhead facilities. Both snowmobile and ATV trails also both tend to serve regional connections and, in turn, demand a higher number of trail miles. However, winter use enables snowmobile trails a couple luxuries not afforded to ATV trails, including less issues with trail development in wetland areas and access to more trail miles on frozen lakes.

For all the similarities, people may think snowmobiles and ATVs should share trail corridors. While shared use corridors are possible in some contexts, shared use between snowmobiles and ATVs on trails should not be taken for granted for a couple reasons: 1) an ATV using a snowmobile trail may cause ruts that ruin the trail, and 2) trail permits to cross private property may be exclusive to seasonal snowmobile use.

Map: Existing Groomed Snowmobile Trails in the Tower Area



The Tower area includes 142.5 miles of existing trails for snowmobiling. Existing trails open for snowmobiling in the Tower area include the Tower Area Trail, Iron Ore Trail, Putnam & Fishing Lakes Trails, Arrowhead State Trail, and Taconite State Trail.

Photo Credit: Lake Vermilion Resort & Tourism Association

Goals & Actions – Groomed Snowmobile Trails

- Communicate about allowed use of snowmobile trails to the public.
 - Communicate about allowed trail use at each trailhead.
 - Identify signage needs to allow easy trail use by a first-time trail user.
 - Apply safety signage and wayfinding signage to the trail corridor.
- Continue to maintain existing trails and trail shelters.
 - Identify maintenance and/or replacement needs for existing trail shelters.
 - Repair trail shelters in need of identified maintenance, and raze and replace trail shelters that are identified as beyond repair.
- Explore opportunities to secure permanent easements for non-state trails.
 - Review trail easements of existing non-state trails and identify segments where a permanent easement could be pursued.
 - Work with land owners to secure permanent trail easements where possible.
 - Work with State agencies to secure long form permits where trails interact with public right of way.

Other Trails

Each trail type is unique in its own ways, but a few general rules apply to all trails: 1) the trail must exist for a specific reason, 2) intended trail users must be able to access the trail, 3) the trail must be designed and constructed to meet the unique needs of the intended use, 4) the trail must be designed and constructed to limit safety risks, and 5) the trail should provide accommodations to make users feel comfortable.

Other trail types in the Tower area include snowshoe trails, mountain bike trails, horse-riding trails, and water trails.

Map: "Other" Trails in the Tower Area



- Existing trails open for snowshoeing in the Tower area include Ancient Cedars Trail, the Arrowhead State Trail, and the Taconite State Trail. Snowshoeing is also allowed within Lake Vermilion-Soudan Underground Mine State Park and Bear Head Lake State Park.
- Existing trails open for mountain biking in the Tower area include the Arrowhead State Trail and Taconite State Trail.
- Existing trails open for horse-riding in the Tower area include the Arrowhead State Trail and Taconite State Trail.
- The Tower area does not currently have designated water trails, though it does have much opportunity for water trails with direct access to Lake Vermilion.

Photo Credit: Lake Vermilion Resort & Tourism Association

Goals & Actions – Other Trails

- Coordinate with the Minnesota Department of Natural Resources (MN DNR) to better maintain the Arrowhead State Trail and Taconite State Trail for summer uses (i.e., horse-riding).
 - Work with the horse-riding community to identify the segments of the State Trails where horse-riding is desired.
 - Identify a common trail marking system (e.g., paint markers on trees) to help trail users identify State Trail routes during the summer months.
- Designate and market a water trail with a terminus at the Tower Harbor.
 - Implement plans to construct a kayak/canoe landing (with a small parking lot) on the east bank of East Two River just north of Highway 1, and install wayfinding and interpretive signage along the designated kayak trail (along East Two River, the southeast shore of Pike Bay, and the West Two River).
 - Convene a team that includes stakeholders who manage public landings along the south shore of Lake Vermilion to develop a water trail. Consider designating public landings at Tower Harbor and Cable Bay as the beginning and end points; also consider having the water trail reflect the existing on-lake snowmobile trails.
 - Develop a map to communicate locally suggested paddle destinations along the water trail, including shoreline recreation opportunities and lunch spots.
- Develop a clearer vision of mountain bike trail desires in the Tower area.
 - Document suggestions for mountain bike trail development to identify the level of demand for singletrack mountain bike trails.
 - Consider fat-biking as a possible winter use for groomed trails in the area.



Implementation Plan

Public trails are a public good. It is the community's responsibility to continually work toward implementation of the vision laid out in this document and frequently update this document as public needs and desires for the Tower area trail system evolve.

Below are actions to direct trail stakeholders in the Tower area to implement the goals and actions outlined within this document.

Actions

- Support each other's independent trail groups, and encourage fellow community members to get involved in efforts to develop and maintain area trail networks. (Suggested lead: All stakeholders)
- Convene a meeting of this plan's steering committee (see: Introduction) each September (and as needed) to update the status of goals and actions in this plan and to coordinate submission of applications for external funding opportunities in forthcoming grant solicitations. (Suggested lead: City of Tower)
- In 2026, reassess trail development desires by updating this trails plan document. (Suggested lead: City of Tower)



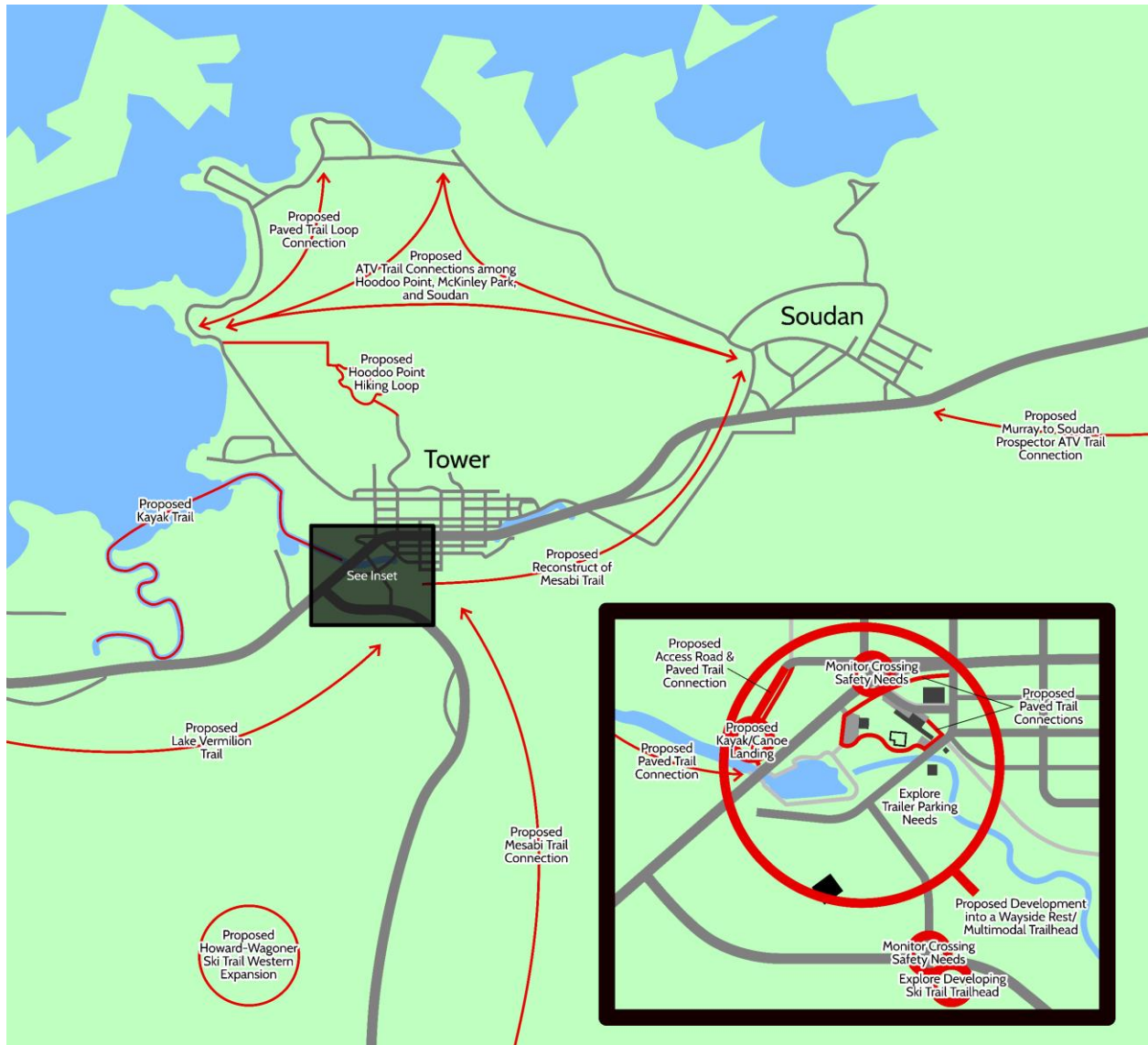
Photo Credit: City of Tower Ski Trails

Appendices

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Appendix A: Proposed Trail Development Map

The map below visualizes trail development desires outlined in this plan document.



Appendix B: External Trail Funding Opportunities

While funding trails with local funding is ideal, sometimes external funding is required to develop and maintain a trail system to its desired potential. On the next few pages is a list of trail funding opportunities, categorized by trail type.

Please note: If you are viewing this document electronically, internet links may be deactivated as agencies update their webpages.

Natural Surface Hiking Trails

- [MN DNR's Off-highway vehicle damage account](#): The Off-Highway Vehicle Damage Account makes funds available to repair damage to private or public lands caused by Off-Highway Vehicle (OHV) operation in unauthorized or unpermitted areas.
- [MN DNR's Federal Recreational Trail Program](#): Eligible projects include motorized and non-motorized trail projects; maintenance/restoration of existing recreational trails; development/rehabilitation of recreational trail linkages, including trail side and trail head facilities; environmental awareness and safety education programs relating to the use of recreational trails; and redesign/relocation of trails to benefit/minimize the impact to the natural environment.
- [MN DNR's Outdoor Recreation Grant Program](#): Eligible projects include park acquisition and/or development/redevelopment including, internal park trails, picnic shelters, playgrounds, athletic facilities, boat accesses, fishing piers, swimming beaches and campgrounds.
- [MN DNR's Parks and Trails Legacy Grant Program](#): Trails and parks eligible for funding under this program must be designated as "regionally significant" by the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).
- [MN DNR's Regional Trail Grant Program](#): Eligible projects include acquisition and development of trail facilities outside the seven-county metropolitan area that are considered of regional or statewide significance.
- [Legislative-Citizen Commission on Minnesota Resources \(LCCMR\)](#): The function of the LCCMR is to make funding recommendations to the legislature for special environment and natural resource projects, primarily from the Environment and Natural Resources Trust Fund (ENRTF). Trail funding may be requested under the "Land Acquisition for Habitat and Recreation" category of this fund.
- [Department of Iron Range Resources and Rehabilitation Regional Trails Grants](#): Regional Trails grants provide funding to assist with design, engineering and construction of various types of trails.

Paved Walk/Wheel Trails

- [MN DNR's Off-highway vehicle damage account](#): The Off-Highway Vehicle Damage Account makes funds available to repair damage to private or public lands caused by Off-Highway Vehicle (OHV) operation in unauthorized or unpermitted areas.
- [MN DNR's Federal Recreational Trail Program](#): Eligible projects include motorized and non-motorized trail projects; maintenance/restoration of existing recreational trails; development/rehabilitation of recreational trail linkages, including trail side and trail head facilities; environmental awareness and safety education programs relating to the use of recreational trails; and redesign/relocation of trails to benefit/minimize the impact to the natural environment.
- [MN DNR's Local Trail Connections Program](#): Eligible projects include acquisition and development of trail facilities.
- [MN DNR's Outdoor Recreation Grant Program](#): Eligible projects include park acquisition and/or development/redevelopment including, internal park trails, picnic shelters, playgrounds, athletic facilities, boat accesses, fishing piers, swimming beaches and campgrounds.
- [MN DNR's Parks and Trails Legacy Grant Program](#): Trails and parks eligible for funding under this program must be designated as "regionally significant" by the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).
- [MN DNR's Regional Trail Grant Program](#): Eligible projects include acquisition and development of trail facilities outside the seven-county metropolitan area that are considered of regional or statewide significance.
- [MN DNR's State park road account program \(SPRA\)](#): Eligible projects include establishment, location, relocation, construction, reconstruction, and improvement of County State Aid Highways that provide access to state parks, state trails, state scientific and natural areas, state wilderness areas, state forests, state wildlife management areas and state water access sites. Also eligible are the reconstruction, improvement, repair and maintenance of county, township and city roads provide access to public lakes, rivers, state parks and state campgrounds.
- [Legislative-Citizen Commission on Minnesota Resources \(LCCMR\)](#): The function of the LCCMR is to make funding recommendations to the legislature for special environment and natural resource projects, primarily from the Environment and Natural Resources Trust Fund (ENRTF). Trail funding may be requested under the "Land Acquisition for Habitat and Recreation" category of this fund.
- [Department of Iron Range Resources and Rehabilitation Regional Trails Grants](#): Regional Trails grants provide funding to assist with design, engineering and construction of various types of trails.
- [MnDOT's Transportation Alternatives \(TA\) Program](#): The Transportation Alternatives (TA) Program is a competitive federal grant program that funds projects that enhance active transportation systems, construct wayside rest areas for motorists, support

transportation-related community improvements, mitigate environmental harm in transportation rights-of-way, further Safe Routes to School programs, and develop multi-modal surface transportation corridors.

- MnDOT's Active Transportation Program: New as of 2022, the Active Transportation Program is expected to fund infrastructure and non-infrastructure projects that promote walking and wheeling (i.e., biking) activities.

Groomed Ski Trails

- [MN DNR's Cross country ski trail grants-in-aid \(GIA\)](#): Grants are awarded annually for cross-country ski trail maintenance and winter grooming. The program is not currently considering funding for capital improvement projects or adding new trails into the GIA program.
- [MN DNR's Off-highway vehicle damage account](#): The Off-Highway Vehicle Damage Account makes funds available to repair damage to private or public lands caused by Off-Highway Vehicle (OHV) operation in unauthorized or unpermitted areas.
- [MN DNR's Federal Recreational Trail Program](#): Eligible projects include motorized and non-motorized trail projects; maintenance/restoration of existing recreational trails; development/rehabilitation of recreational trail linkages, including trail side and trail head facilities; environmental awareness and safety education programs relating to the use of recreational trails; and redesign/relocation of trails to benefit/minimize the impact to the natural environment.
- [MN DNR's Outdoor Recreation Grant Program](#): Eligible projects include park acquisition and/or development/redevelopment including, internal park trails, picnic shelters, playgrounds, athletic facilities, boat accesses, fishing piers, swimming beaches and campgrounds.
- [MN DNR's Parks and Trails Legacy Grant Program](#): Trails and parks eligible for funding under this program must be designated as "regionally significant" by the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).
- [MN DNR's Regional Trail Grant Program](#): Eligible projects include acquisition and development of trail facilities outside the seven-county metropolitan area that are considered of regional or statewide significance.
- [Legislative-Citizen Commission on Minnesota Resources \(LCCMR\)](#): The function of the LCCMR is to make funding recommendations to the legislature for special environment and natural resource projects, primarily from the Environment and Natural Resources Trust Fund (ENRTF). Trail funding may be requested under the "Land Acquisition for Habitat and Recreation" category of this fund.
- [Department of Iron Range Resources and Rehabilitation Regional Trails Grants](#): Regional Trails grants provide funding to assist with design, engineering and construction of various types of trails.

Natural Surface ATV Trails

- [MN DNR's Off-highway vehicle grants-in-aid \(GIA\)](#): Minnesota's Off-Highway Vehicle (OHV) Trails Assistance Program—popularly known as Grant-in-Aid (GIA) is a cost-share program that facilitates development and maintenance of trails for use by All-Terrain Vehicles (ATVs), Off-Highway Motorcycles (OHMs), and Off-Road Vehicles (ORVs) at the initiative of enthusiast groups or clubs, with the support and participation of local government sponsors.
- [MN DNR's Federal Recreational Trail Program](#): Eligible projects include motorized and non-motorized trail projects; maintenance/restoration of existing recreational trails; development/rehabilitation of recreational trail linkages, including trail side and trail head facilities; environmental awareness and safety education programs relating to the use of recreational trails; and redesign/relocation of trails to benefit/minimize the impact to the natural environment.
- [MN DNR's Parks and Trails Legacy Grant Program](#): Trails and parks eligible for funding under this program must be designated as “regionally significant” by the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).
- [MN DNR's Regional Trail Grant Program](#): Eligible projects include acquisition and development of trail facilities outside the seven-county metropolitan area that are considered of regional or statewide significance.
- [Department of Iron Range Resources and Rehabilitation Regional Trails Grants](#): Regional Trails grants provide funding to assist with design, engineering and construction of various types of trails.

Groomed Snowmobile Trails

- [MN DNR's Minnesota Snowmobile Trails Assistance Program \(grants-in-aid \[GIA\]\)](#): While the majority of GIA funding is dedicated to maintaining the existing GIA trails throughout Minnesota, grants-in-aid for trail improvements are also available.
- [MN DNR's Off-highway vehicle damage account](#): The Off-Highway Vehicle Damage Account makes funds available to repair damage to private or public lands caused by Off-Highway Vehicle (OHV) operation in unauthorized or unpermitted areas.
- [MN DNR's Federal Recreational Trail Program](#): Eligible projects include motorized and non-motorized trail projects; maintenance/restoration of existing recreational trails; development/rehabilitation of recreational trail linkages, including trail side and trail head facilities; environmental awareness and safety education programs relating to the use of recreational trails; and redesign/relocation of trails to benefit/minimize the impact to the natural environment.
- [MN DNR's Parks and Trails Legacy Grant Program](#): Trails and parks eligible for funding under this program must be designated as “regionally significant” by the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

- [MN DNR's Regional Trail Grant Program](#): Eligible projects include acquisition and development of trail facilities outside the seven-county metropolitan area that are considered of regional or statewide significance.
- [Department of Iron Range Resources and Rehabilitation Regional Trails Grants](#): Regional Trails grants provide funding to assist with design, engineering and construction of various types of trails.

Other Trails

- [MN DNR's Public Water Access Sites - Partnership Funding](#): Acquisition, development and/or improvement of public carry-in and trailer boat access sites including parking lots, docks, launching ramps and state water trail campsites, rest areas and portages.
- [MN DNR's Clean Vessel Act Grants \(CVA\)](#): Development or improvement of sanitation facilities for boaters (including pump-out stations, dump-outs, and floating restrooms).
- [MN DNR's Federal Recreational Trail Program](#): Eligible projects include motorized and non-motorized trail projects; maintenance/restoration of existing recreational trails; development/rehabilitation of recreational trail linkages, including trail side and trail head facilities; environmental awareness and safety education programs relating to the use of recreational trails; and redesign/relocation of trails to benefit/minimize the impact to the natural environment.
- [MN DNR's Outdoor Recreation Grant Program](#): Eligible projects include park acquisition and/or development/redevelopment including, internal park trails, picnic shelters, playgrounds, athletic facilities, boat accesses, fishing piers, swimming beaches and campgrounds.
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- [Legislative-Citizen Commission on Minnesota Resources \(LCCMR\)](#): The function of the LCCMR is to make funding recommendations to the legislature for special environment and natural resource projects, primarily from the Environment and Natural Resources Trust Fund (ENRTF). Trail funding may be requested under the "Land Acquisition for Habitat and Recreation" category of this fund.
- [Department of Iron Range Resources and Rehabilitation Regional Trails Grants](#): Regional Trails grants provide funding to assist with design, engineering and construction of various types of trails.

Appendix C: Steering Committee Meeting Summaries

DRAFT

Tower Area Trails Plan
Steering Committee Meeting #1
July 27, 2021, 5:00 p.m.
Breitung Township Community Center

SUMMARY

Introductions

Russell Habermann, Senior Planner at ARDC Planning, welcomed everyone and asked attendees to introduce themselves.

Attendees: Brad Dekkers (DNR Parks & Trails), Jim Essig (Lake Vermilion Soudan Mine State Park), Aaron Kania (on behalf of self and Roxanne Tea), Nancy Larson (City of Tower), Steve Lotz (Lake Vermilion Trail Joint Powers Board), Bob Manzoline (St. Louis and Lake Rail Authority), Kevin Norby (Tower City Council), Ida Rukavina (Howard Wagoner Tower Ski Trail), Mike Schultz (Tower Economic Development Authority), Jodi Summit (Vermilion Country Charter School), Dianna Sunsdahl (Breitung Township)

Process Overview

Nancy Larson, Grants Manager at the City of Tower, shared that the planning project is being funded by the City of Tower, the Tower Economic Development Authority, and the IRRR Trails Grant Program. Larson explained that the project came about when the City of Tower wanted to apply for trail construction funding this past year and realized an application would benefit from additional planning work. Then, further exploration of Tower trails identified that the entire Tower trails system would benefit from a plan to identify needed connections.

Habermann outlined the planning process, highlighting three phases: 1) collecting public input about existing trails and desired destinations, 2) conceptualizing trail connections based on public input and geographic data, and 3) creating a plan document that outlines desires for future trail development. This process will include three meetings of the steering committee, one for each phase of the process. The public will be asked to submit public input during Phase 1 and to provide feedback on the plan during Phase 3. The project is expected to be complete by December 2021.

In defining the scope of the project, Habermann asked the steering committee about the desired geographic area of the plan and the type of trails the steering committee hopes the plan will address. After conversation, the steering committee decided to let results of public input (through desired trail destinations identified by the public) guide the geographic scope of the plan; this may include considering how trails in Tower fit within the context of a regional inter-community network of trails. As for trail types, the steering committee identified the following trail types they expect to address within the plan:

- Paved non-motorized trails
- Hiking trails
- Ski trails (different styles of skiing will be taken into consideration)
- Mountain bike trails
- Kayak/water trails
- Horse riding trails
- Snowshoe trails
- ATV/OHV trails
- Snowmobile trails (roles of grant-in-aid trails versus state trails will be considered)

Also brought forward during this conversation was the multiple mode uses of some trails (and sometimes, for motorized trails, through seasonal leases), the different designs of trails based on context (i.e. loop trails versus travel trails), trails amenities (i.e. parking, rest areas, washrooms, signage), and the decision to treat street facilities (i.e. ATV lanes, bike lanes, sidewalks) within this plan not as “trails” but as “trail connections”.

Review Trails Inventory

Habermann asked the steering committee to refer to a print-out trail map of the Tower area and asked for revisions that need to be made to make sure it includes all existing trails. The following revisions were brought forward:

- Ask Bois Forte if we could add the groomed ski trails on the Fortune Bay golf course
- Add the Tower Harbor trails
- Add the Prospector’s ATV Loop
- Add the Ancient Cedars Trail
- Add the hiking trails north of Tower
- Explore Soudan trails (seems like something is missing) and add trails as discovered
- Add Jasper Peak hiking trail
- Add other Mesabi Trail connections between Tower and Ely
- Add additional trails from the DNR and State Park (i.e. Arrowhead Trail, Putnam/Fishing Lakes Trails, State Park hiking trails)
- Consider adding ski trails at Bear Head Lake State Park (pending identification of plan’s geographic scope)
- Consider adding dashed lines of planned but not completed trails to map (i.e. Lake Vermilion Trail, Mesabi Trail segments)

Habermann will send a revised map to the steering committee for further review during the month of August.

Discuss Public Input Strategies

Habermann said the next step in the process is to collect information from the public about perception of existing trails and information about desired destinations. He brought forward

a few ideas of collecting this information (i.e. community survey, engagement boards at local businesses) and asked the steering committee what they think might work or has worked for collecting data from Tower area residents in the past. The steering committee provided the following ideas:

- Offer both paper and online options for a survey
- Consider a direct mail option for residents of Tower and Soudan
- Utilize social media to spread the word (i.e. tag area organization Facebook pages in posts promoting the survey or ask those pages to post about the survey)
- Engage with area organizations (i.e. Lake Vermilion Resort & Tourism Association, Lake Vermilion Chamber of Commerce, Friends of the Lake Vermilion Trail, Club Mesabi) to help spread the word about the survey
- Interview area organizations (i.e. Lake Vermilion Resort & Tourism Association, Lake Vermilion Chamber of Commerce, Friends of the Lake Vermilion Trail, Club Mesabi) about trail development desires
- Hang flyers or provide paper surveys at area businesses/destinations (i.e. Ely Bike Shop, Sulu's, Post Office)
- Survey existing trail users
- Hold an open house or host a booth at an event (ATVAM Conference on September 17-19)

Using these ideas, Habermann will put together a public input proposal for the steering committee to review and provide feedback on virtually. Habermann noted that it would be good to have any opportunity for public input posted by mid-August and then be open for one full month.

Next Steps

- ARDC Planning will prepare meeting notes and distribute them to the steering committee.
- ARDC Planning will develop a public input proposal and send it to the steering committee for review before starting data collection.
- Brad Dekkers and Jim Essig will send ARDC Planning additional DNR trail shapefiles.
- ARDC Planning will revise the existing trails map and send an updated version to the steering committee for further review.

The meeting adjourned at 6:12 pm.

Tower Area Trails Plan
Steering Committee Meeting #2
October 4, 2021, 4:00 p.m.
Breitung Township Community Center

Goal of Meeting: Review survey results, identify conceptual trail connections,
and identify biggest barriers to maintenance of existing trails.

SUMMARY

Welcome and Introductions

Russell Habermann, Senior Planner at ARDC Planner, welcomed attendees and asked them to introduce themselves.

Attendees: Dan Broten (Penguins Snowmobile Club & Prospectors ATV Club), Brad Dekkers (DNR Trails), Aaron Kania (Citizen), Steve Lotz (Lake Vermilion Trail JPB), Bob Manzoline (Mesabi Trail), Kevin Norby (Tower City Council), Michael Schultz (TEDA), Mary Shedd (Howard Wagoner Ski Trail), Dianna Sunsdahl (Breitung Township), Roxanne Tea (Citizen)

Survey Results Review

Habermann summarized results of the Tower Area Trails Survey, which was administered from August 16 to September 15. When asked for their reaction to the results, attendees noted the following:

- Maintenance needs of the Mesabi Trail were mentioned by respondents, and there is upcoming work planned for the trail
- The feedback provided was not surprising, and it was good to see that everything desired was realistic/doable
- There wasn't a lot of input about motorized trails
- There seemed to be confusion about what trails are available in the area, which demonstrates a need for better communication about trails and a reason to develop a single information point for Tower area trails
- The results provide a good "snapshot" of what we have versus what is desired – it will be a good basis for our trails planning work

As a side comment about ATVs, attendees noted that Tower has not opened all roads up to ATV use; but there are designated alleys where ATVs are allowed to make connections.

Exercise: Conceptual Trail Connections

Habermann set up posters that identified existing trails, identified issues, and draft goals for each trail use activity in the area. He asked attendees to spend some time reading through the posters and making comments/additions/corrections on them. Habermann also provided maps of existing trails with desired trail destinations for reference.

Information on each of the posters (including notes from attendees in parentheses) is identified below.

□ Hiking

- Ancient Cedars
- Howard Wagoner – Summer
- Jasper Peak
- LVSP/SUMSP
- Bear Head Lead SP
- Arrowhead State Trail (A lot of wetlands)
- Taconite State Trail (A lot of wetlands)
- Hiking trails north of Tower (Separate from ATV Trails, Quiet Rec, Connect to Hoodoo)
- Around the Horn

ID'd Issues

- (Maintenance)
- Washroom access
- Lack of rest areas
- (Restrooms)
- (Parking)
- (Connect networks)

Draft Goals

- ID washroom needs
- ID rest area needs
- Develop trail info hub
- North Country Trail routing (Campsites, back country/backpacking)
- Master all-trails maps

□ Walking/Wheeling

- Hoodoo-McKinley Trail Loop
- Harbor Trail (Sidewalk from marina to town sidewalks)
- Mesabi Trail (Maintenance)
- Bois Forte Trail
- (Mountain bike north of Tower)

ID'd Issues

- Pavement Quality – Hoodoo Trail & Mesabi (*)
- Trail bridge west of Junction Road
- Trailside vegetation management
- Winter trail maintenance – Plowing (*, Groom for skate ski)

- Poor communication about trail/allowed use
- Road crossing signage
- Washroom/rest areas (*, Signs and timed locks)

Draft Goals

- Complete Mesabi Trail – to Ely and Embarrass
- Reconstruct Mesabi between Tower and Soudan
- Construct Lake Vermilion Trail from Tower to Y-Store (Pike Bay Drive)
- Complete Hoodoo-McKinley trail loop
- Connect Harbor Trail to Marina and Mesabi – through playground park
- Develop trail information hub (*)
- Road crossing signage needs
- ID washroom and rest area needs

□ Skiing

- Howard Wagoner (Track ski, Classic style)
- Fortune Bay
- Bear Head Lake SP
- (Mesabi Trail Skate Ski – LVSP to Ely)

ID'd Issues

- No trails in LVSP (Loops, conflict with snowmobile)
- No lights along trails (Cost)
- Washroom access/rest areas
- Dogs allowed?
- (Maintenance)
- (Sled dog trails?)
- (Snowshoeing)

Draft Goals

- Groom LVSP hiking trails for skiing
- ID washroom/rest area needs
- Communicate about allowing dogs/skijoring (Decision needed, Designate dog/skijoring trails – Extension?)
- (Master all-trails map)
- (Skate ski extension to Wagoner)
- (Other extension on west side – another 2-3K possible)
- (Designation as year-round non-motorized – then it can be enforced)

□ ATVing

- Tower to McKinley Park Trail (Northside loop?)
- Prospector Loop

- Taconite State Trail – Select segments

ID'd Issues

- (Need designated routes only)
- Taconite Trail quality
- Connections – Hoodoo to Soudan, Soudan to Prospector (Being designed/constructed – Murray to Soudan)
- Access to overnight accommodations
- Washroom access/rest areas?
- Side-by-side trail use? (Allowed almost everywhere ATV Class I are allowed)
- (Resource damage)
- (Priorities on dual use trails [ski])

Draft Goals

- Maintenance of Tower to McKinley Park Trail (Part of Prospector grant-in-aid)
- Construct trails that parallel paved trail system
- ID UTV demand in northern St. Louis County
- (Master all-trails map)

Snowmobiling

- Tower Area Trail
- Iron Ore Trail
- Putnam & Fishing Lakes (Can't get to)
- Arrowhead State Trail
- Taconite State Trail

ID'd Needs

- Washroom/rest areas
- (Clear signage through town)
- (What is not open in summer?)

Draft Goals

- ID washroom/rest area needs (Existing trail shelters need maintenance/replacement)
- (Parking vs. rest area? – Focused on communities)
- (Permanent easements/ROW for non-state trails)
- (Master all-trails map)

Water Trails

- ???
- (Lake Vermilion kayak trail)
- (Connections/portages to Burntside/Bear Island, Bear Head)
- (From Harbor out to Pike Bay)

- (Also to Swedetown Bay lunch spot)
- Other (Snowshoeing, MTBing, Horse Riding)
 - Snowshoe: Ancient Cedars, LVSP, SUMNSP, Bear Head Lake SP, Arrowhead State Trail, Taconite State Trail
 - MTB: Arrowhead State Trail (?), Taconite State Trail (?) (Not good MTB trails), (Lookout/Laurentian Divide)
 - Horse: Arrowhead State Trail, Taconite State Trail (Mow?)

ID'd Issues

- Maintenance of state trails for summer use
- Poor communication
- Washroom/rest areas (Trail heads, parking lots)

Draft Goals

- Develop maps – summer and winter
- Develop trail information hub
- ID MTB interest for local area
- ID washroom/rest area needs (Parking)
- (Markers)
- (Master all-trails map)
- (Maintenance)

After the exercise, Habermann asked the group to reflect on their thoughts during the exercise. Attendees expressed the following:

- Developing trails is a big task that requires lots of money
- Something that the Mesabi Trail and snowmobile trails have encountered in recent years is securing easements and renewing those easements when they time out; often, losing an easement happens when a property changes ownership
- When an easement is lost, rerouting a trail can be difficult or impossible; getting a perpetual/permanent easement is becoming an even more important part of sustainable trail management
- There seems to be public confusion and a need of clarity about the purpose of each existing and future trail; intended use dictates design, and intended/designated use is often tied to grant funding
- Long term maintenance is almost a bigger concern than development because it takes a sustained effort (and people) to keep things in shape; for example, it was an intentional choice not to include washroom facilities along the state trails – it would just be too difficult to maintain these buildings in the long-term

During this discussion, attendees also brought forward the Culture & Tourism Grant opportunity from IRRR and the Northern St. Louis County Trails Task Force, which is a forum for trail development topics in the larger area.

Discussion: What barriers exist to maintaining Tower area trails?

Habermann asked what barriers exist to maintaining Tower trails and invited the attendees to spend a few minutes offering up their thoughts.

The attendees brought forward the following barriers to trail maintenance:

- Money (both for initial construction and ongoing maintenance)
- Capacity/people (volunteers or staff)
- Information (sharing knowledge about trail systems and continually pushing the info out)
- Online presence (trail information needs to be up to date and current on agency webpages and social media)
- Making sound trail investments (trail use counting is becoming a more common metric when agencies apply for trail grant funding – we don't want to put public money into unused trails)
- Access to maintenance equipment (can equipment be shared between agencies?)
- Confusion about roles in trail ownership and maintenance (e.g., government's role in trail development and management – many governments are not bought in, though trails are a public good and governments benefit from an attractive trail system)

It was also noted during this conversation that trail kiosks are a useful tool for informing the public about trails. It was expressed that having one physical location in the area that was a well-known source of comprehensive trail information would be beneficial.

Next Steps

- ARDC Planning will develop and distribute a meeting summary.
- ARDC Planning will take the information provided at the meeting and create a draft plan.
- ARDC Planning will distribute the draft plan document to the steering committee and ask for suggested revisions to prepare the document for public review; ARDC Planning will also hold "office hour" sessions so that the steering committee can join and talk through issues as needed.
- ARDC Planning will provide a final draft document and administer a public review period.
- ARDC Planning will set up a final steering committee meeting to review public feedback and finalize the plan document.

The meeting adjourned at 5:09 pm.

Appendix D: Trail Goals from Area Organizations

The Mesabi Trail has the following trail development goals:

1. Constructing a new trail segment between Tower and Embarrass thus connecting the City of Tower to the City of Grand Rapids with a continuous trail
2. Constructing two new trail segments between Tower and Ely thus connecting the communities with a continuous trail.
3. Reconstructing the trail between Tower and Soudan

The Lake Vermilion Trail Joint Powers Board has the following trail development goal:

1. Coordinate so that the Mesabi Trail and the Lake Vermilion Trail to enter Tower on the same route going to the Tower Civic Center and ending at the existing Mesabi Trail kiosk. Both trails have the same specifications. At this point, the Lake Vermilion Trail is planned as far as the winter trails kiosk on the west side of highway 135. Application for legacy funds for segment 7 of the Lake Vermilion Trail is planned for 2022. Therefore, resolving the final portion of route into Tower would be very helpful to know during the application process.

The Tower Economic Development Authority (TEDA) has the following trail development goals:

1. Tower to Cook - follow Hwy 169 to the Y-Store than follow along the highway to Cook
2. Lee Mine & Overlook trail better maintained and possibly expanded or connected to other trails (some of this work has already been done - kiosks, signage, trail work - maps ready to post by spring)
3. Harbor to Marina on the west side of the river
4. Hoodoo Point through airport property to reach the north side trails - possible bog walk/boardwalk
5. Connector trail from trail around Harbor on the back side between Benchwarmers building and river's edge - trail would run along the river's edge through the children's park and connect to the Mesabi Trail at Pine Street.
6. ADA compliant walking trails within the children's park and to an ADA accessibility ramp over the train tracks to a double Green Flush restroom in the proposed Welcome Park on the civic center campus
7. The trail from the children's park to Soudan which passes by the new Cedar Trails could be better maintained.

More specifics on the above TEDA goals are documented below as well:

- Lake Vermillion /Tower to Cook that would run along the Mesabi trail head towards the Y-Store and then along the highway to Cook.
- I would like to see the “Lee Mine & Overlook” trails maintained. There is direct access at two other city locations as well – Birch Street and right up the hill from your home. Signage (although old) is already there, the trails are rough but probably fixable easier than building new, and there is a trail “spur” that goes north from the Lee Mine viewing area but dead ends after about a quarter mile. With the many rough trails in the area, I suspect that it would be a short distance to connect with another trail. These could be great trails for XC skiing as well.
- We do need a connecting trail from the harbor to the marina, on the west side of the river. This would entail getting an easement from the Mesojedecs. The north side trails, which would encompass the Lee Mine and the overlooks accessible from Birch Street are actually in the works. We have the kiosks already built and we’re going to finish trail work this fall and should have maps ready to post by next spring.
The other trail we should have is a connector trail from the Hoodoo Point area through the airpark property to reach the north side trails. Some of this could go through the bog area on that property, which would be ideal for a boardwalk. Orr shouldn’t be the only place up here with a bog walk.
That trail would be very popular.
- We need a connector trail from the new existing trail around the Harbor on the back side between Benchwarmers building and the river’s edge. That is city property. Trail should run along the river’s edge through the children’s park and connect to the Mesabi Trail at Pine Street. The trail to connect the marina along the river which Marshall suggested would connect to this trail via the Harbor trail.

ADA-compliant Walking trails should be constructed within the children’s park and to an ADA accessibility ramp over the train tracks to a double Green Flush restroom in the proposed Welcome Park on the civic center campus.

Bikers and walkers need a restroom. The city opens the civic center Memorial Day through Labor Day. The city needs a year-round restroom with all the recreational traffic we currently have and it’s growing.

A DNR Outdoor Recreational Grant program and IRRR’s regional trail program could be major funders for a comprehensive project which will require development of a site plan for the overall project.

A member of the steering committee has also been collecting additional information from the community about trails. Their findings from conversations are outlined below:

- Sources of funding - Community development block grants, Tower Economic Development Authority, IRRRB, Grants in Aid, LCCMR, others - critical to understand what the requirements and purpose of these funding sources are.
- Diversity and designation of trail systems - It is very important to recognize the needs of each type of use and separate those uses as much as practicable. Quiet recreation needs to have space from motorized recreation. The type of trail tread can be different – i.e., snowmobile trails vs skate ski vs tracked ski vs snowshoe. Or ATV trails vs mountain bike single track vs hiking trails. Deconflicting uses greatly improves the quality of the experience. By designating trail systems and classifying them, we can better seek funding and design toward a desired experience. We are fortunate that we have a large landscape with many acres of public lands to work within. We also have two distinct seasons in which we can use the same trail corridor in different ways.
- Loops and Hubs - Users generally want a loop or a scenic destination (or purpose ie lunch) if going on an out and back. There is a need for parking lots to access trails. These lots can have multiple trails leaving from them. This would require some work with MNDOT. Restrooms could be included at these sites.
- ATV destination - I've been thinking and talking with folks about the ATV trail systems. There can be a lot of discussion around this. Tower/Soudan/Breiting may want to aggressively seek to be an ATV hub for the region. It is centrally located and from Tower people can get to Crane Lake, Aurora, Babbitt, Embarrass and Ely. There is a new ATV campground being designed at the state park. Ely has aggressively marketed the Canoe Capital and is more focused on quiet recreation.
- Camping - Along the Mesabi Trail and North Country trail users could utilize some of the camping that is available but may also need additional backcountry tent camping sites.
- Maps - we need a winter map and a summer map. There is too much info for one map.
- North Country Trail - I've been working on a map and hike exercise to figure out a route for the North Country Trail from Burntside Lake through Vermilion State Park and through Tower. I will need to sit down with the State Park. This is one of the large blocks where the trail uses the Mesabi trail instead of natural tread. By finding a path through the forest on mostly existing trails it will greatly improve the north country trail experience. The USFS is working on the segment between Snowbank Lake and Burntside Lake.

Appendix E: Survey Findings Summary

ARDC Planning administered a public survey about Tower Area trails from August 16 to September 15, 2021. The survey asked respondents to provide demographic information, feelings about existing trails, and any additional thoughts about the trails in Tower. Summary findings are outlined below.

Demographics

201 respondents participated in the survey. Most respondents were from the 55790 (Tower, MN) ZIP code, used existing trails at least once per month throughout the year, and used trails for walking/hiking.

When asked about destinations people wish to reach via a trail, respondents identified the following as top destinations (number of “votes” are listed in parentheses):

1. Lake Vermilion (38)
2. Lake Vermilion State Park (30)
3. Ely (27)
4. Hoodoo Point (24)
5. Restaurant/Bar (24)
6. Tower (20)
7. Soudan (19)
8. Y Store (19)
9. Cook (18)
10. Trails (13)
11. Fortune Bay Casino (12)
12. McKinley Park (12)
13. Babbitt (10)
14. Ski Trails (10)

Questions About Trails

When asked about the maintenance of existing trails, 27% of respondents felt maintenance of trails was “poor” or “very poor”, and 42% of respondents felt it was “good” or “very good”. When asked about the connections of existing trails, 31% of respondents felt trail connections were “poor” or “very poor”, and 35% of respondents felt they were “good” or “very good”.

When asked about issues users face when on the trails, respondents expressed the following:

- 1) trail maintenance (e.g., pavement quality of walk/bike trails to Hoodoo Point, Mesabi Trail between Tower and Soudan, Taconite Trail surface, trail bridge just west of Junction Road,

lack of mowing “all season” snowmobile trails and along the edge of paved trails during summer, lack of plowing paved trails for walking and biking during winter),

2) trail connections (e.g., lack of designated ATV connections [Hoodoo Point to Soudan, direct access to Prospector from Soudan], uncompleted paved trail connections [Hoodoo Point loop, connection from Tower Harbor to trailhead, westward and southward intercity connections], lacking connections to scenic views, desire to longer trails [2-4 miles] and trails that loop back to town [instead of requiring users to backtrack on the same route]),

3) unclear communication about trail use (i.e., permitted use of each trail not communicated well, difficult to access information or maps, lacking roadway signage at trail crossings), and

4) trail user accommodations (e.g., lack of lighting on ski trails, lack of direct trail connection to overnight accommodations, lack of access to washrooms, lack of trash cans and benches).

Other responses expressed praise for the presence of trails in the community, desire for a trail system that was more intuitive for people to use, and concern that ATV use on trails not designated for their use worsen the trail experience for intended users.

When asked about trail activities desired but not currently available in the area, respondents mentioned (in no order):

- Rollerblading, skate skiing, inline skating – Pavement of existing trails is not maintained well enough, some trails are built with too sharp of curves.
- Mountain biking/winter fat biking – Existing trails restrictions are unclear about ability for bikes to use them, and trails in the area are not built specifically for this use.
- Skijouring – Area ski trails do not seem to welcome animals.
- UTVing – Existing trails don't allow for side-by-sides.
- Skiing – Specifically in Lake Vermilion State Park
- Bogwalking (boardwalk trail)

Appendix F: Full Survey Results

DRAFT

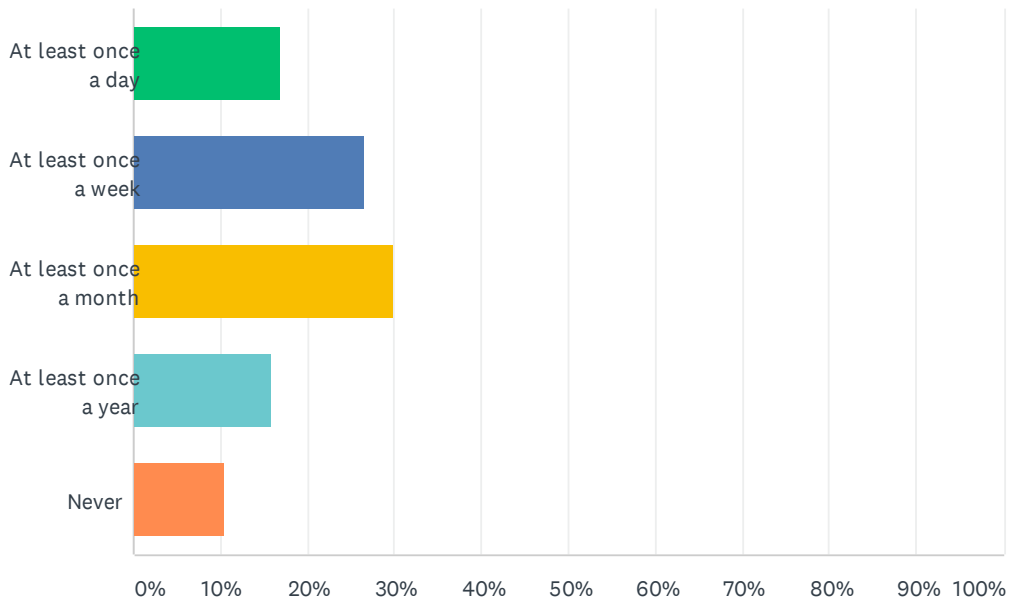
Q1 What is your ZIP code of residence?

Answered: 195 Skipped: 5

#	RESPONSES	FREQUENCY
1	55790	70
2	55782	18
3	55723	14
4	55731	8
5	55732	7
6	55792	6
7	55811	4
8	55044	3
9	55423	3
10	55442	3
11	55746	3
12	55347	2
13	55369	2
14	55734	2
15	55758	2
16	34113, 51012, 51334, 53711, 54002, 54830, 54853, 55016, 55025, 55042, 55060, 55068, 55079, 55082, 55092, 55104, 55107, 55112, 55115, 55304, 55330, 55337, 55386, 55406, 55409, 55411, 55419, 55703, 55706, 55708, 55709, 55710, 55720, 55721, 55722, 55768, 55807, 56011, 56081, 56285, 56301, 56320, 56373, 56401, 58047, 80908, 55063	1 Each

Q2 How often do you generally use existing trails in the Tower area during summer months?

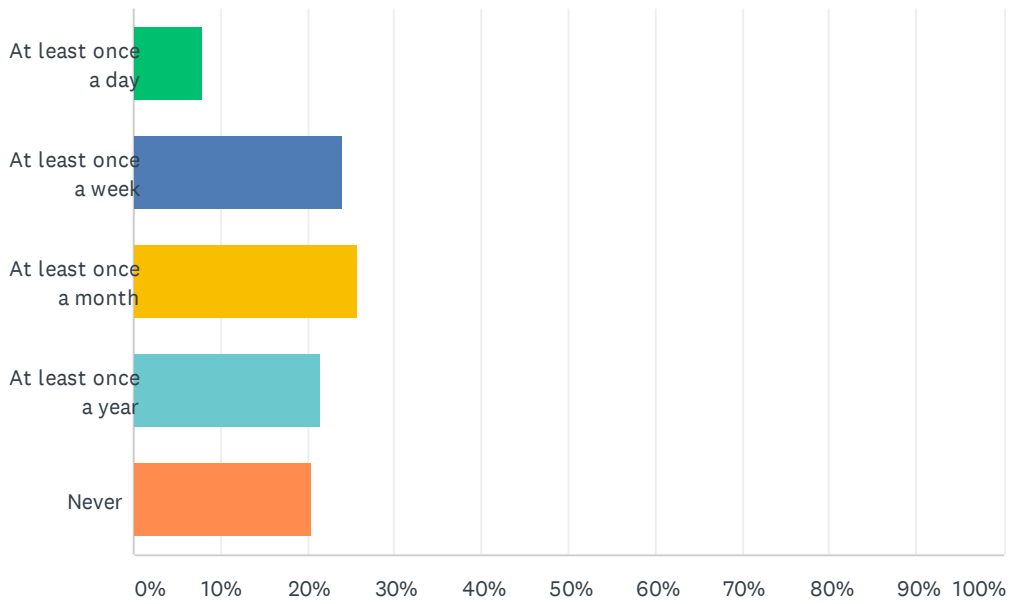
Answered: 200 Skipped: 0



ANSWER CHOICES	RESPONSES	
At least once a day	17.00%	34
At least once a week	26.50%	53
At least once a month	30.00%	60
At least once a year	16.00%	32
Never	10.50%	21
TOTAL		200

Q3 How often do you generally use existing trails in the Tower area during winter months?

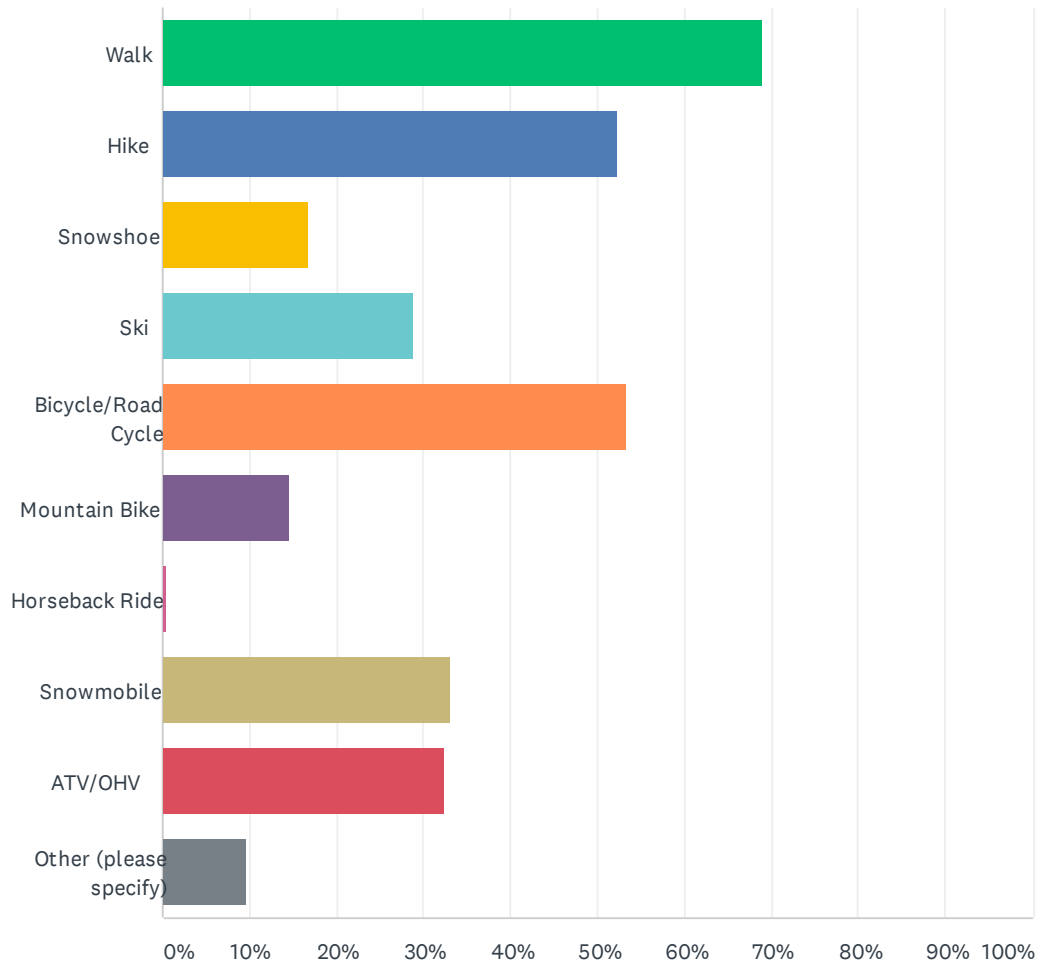
Answered: 199 Skipped: 1



ANSWER CHOICES	RESPONSES	
At least once a day	8.04%	16
At least once a week	24.12%	48
At least once a month	25.63%	51
At least once a year	21.61%	43
Never	20.60%	41
TOTAL		199

Q4 What do you currently use trails in the Tower area to do?

Answered: 197 Skipped: 3



ANSWER CHOICES	RESPONSES	
Walk	69.04%	136
Hike	52.28%	103
Snowshoe	16.75%	33
Ski	28.93%	57
Bicycle/Road Cycle	53.30%	105
Mountain Bike	14.72%	29
Horseback Ride	0.51%	1
Snowmobile	32.99%	65
ATV/OHV	32.49%	64
Other (please specify)	9.64%	19
Total Respondents: 197		

Tower Area Trails Survey

#	OTHER (PLEASE SPECIFY)	DATE
1	Hunt grouse!	9/11/2021 11:33 AM
2	Run	8/30/2021 9:11 PM
3	Run	8/30/2021 7:49 PM
4	run	8/30/2021 7:15 PM
5	Run	8/30/2021 12:19 PM
6	Jog	8/30/2021 9:17 AM
7	Inlike skate	8/28/2021 6:59 PM
8	Hunting access	8/27/2021 7:58 AM
9	nature observation: birds, flowers, insects	8/26/2021 5:29 PM
10	Run and run/walk with strollers	8/25/2021 3:37 PM
11	none	8/25/2021 3:08 PM
12	Don't feel they are safe	8/22/2021 8:07 PM
13	don't	8/19/2021 5:18 PM
14	I don't waste of money	8/18/2021 3:17 PM
15	Child in wheelchair	8/17/2021 7:29 AM
16	Mushing (bikejoring, skijoring, & dogsled)	8/16/2021 11:48 PM
17	Side-by-side	8/16/2021 3:19 PM
18	Take dog for walk	8/12/2021 3:23 PM
19	Take dog for walk	8/12/2021 3:21 PM

Tower Area Trails Survey

Q5 What are the top three destinations you want to get to in the Tower area? (Note: A desired destination does not need to be within city limits.)

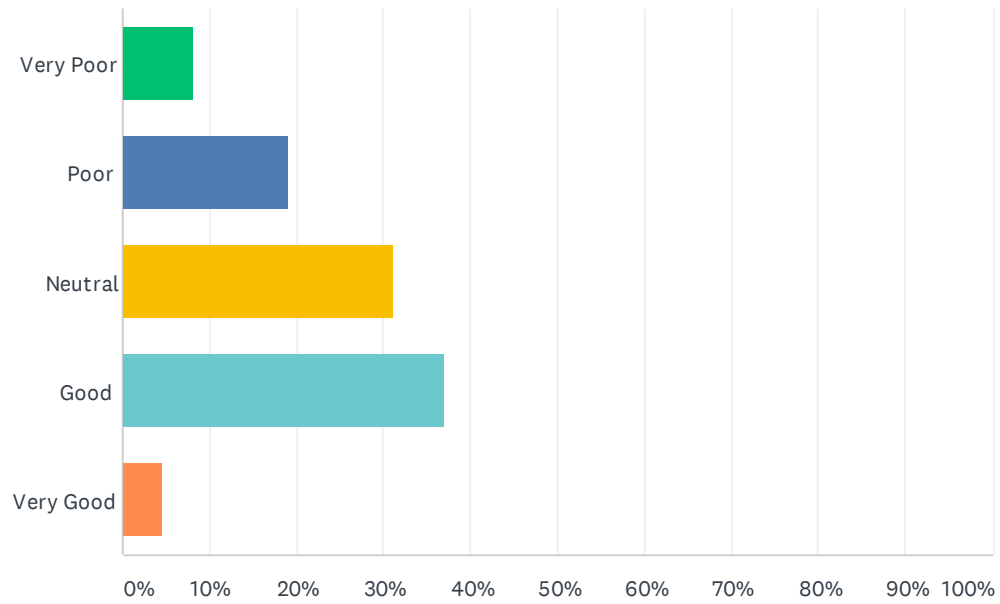
Answered: 161 Skipped: 39

ANSWER CHOICES	RESPONSES	
Destination 1	100.00%	161
Destination 2	85.09%	137
Destination 3	67.70%	109

#	DESTINATION	FREQUENCY
1	Lake Vermilion	38
2	Lake Vermilion State Park	30
3	Ely	27
4	Hoodoo Point	24
5	Restaurant/Bar	24
6	Tower	20
7	Soudan	19
8	Y Store	19
9	Cook	18
10	Trails	13
11	Fortune Bay Casino	12
12	McKinley Park	12
13	Babbitt	10
14	Ski Trails	10
15	Ancient Cedars Trail	9
16	Gas Station	9
17	Embarrass	6
18	Grocery Store	6
19	Mesabi Trail	6
20	North Hill	6
21	Vermilion Club	6
22	Bear Head Lake State Park, Train Depot	5 Each
23	Overnight Accommodations, Swimming Beach	4 Each
24	Eagle's Nest, Greenwood Town Hall, Jasper Peak, Marina, Soudan Mine	3 Each
25	Dam, East Two River, Giants Ridge, Kugler Ridge, Soudan Ice Rink, Stuntz Bay	2 Each
26	Aurora, Fectos Point Area, Fraser Bay, Harbor, Historical Sites, Iron Mountain, Iron Ore Trail, Lake Superior, Lake Vermilion Trail, Lee Mine Site, Mini Golf, Moccasin Point, Prospector Trail, Sewage Ponds, Taconite Trail, Tennis Courts, Tower Park, Trygg Road, Virginia	1 Each

Q6 How would you describe the general quality of trail maintenance in the Tower area?

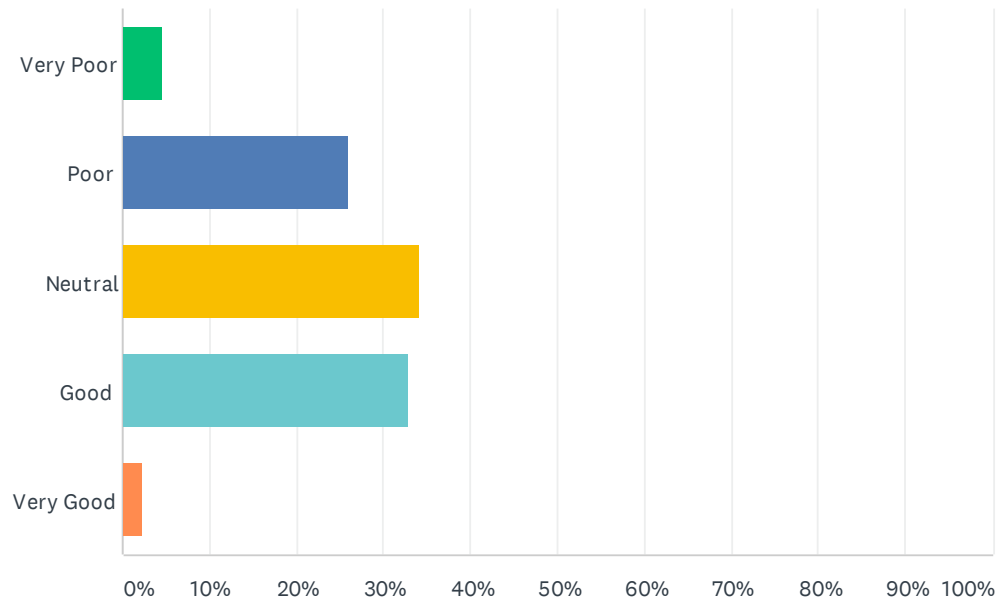
Answered: 173 Skipped: 27



ANSWER CHOICES	RESPONSES	
Very Poor	8.09%	14
Poor	19.08%	33
Neutral	31.21%	54
Good	36.99%	64
Very Good	4.62%	8
TOTAL		173

Q7 How would you describe the general quality of trail connections in the Tower area?

Answered: 173 Skipped: 27



ANSWER CHOICES	RESPONSES
Very Poor	4.62% 8
Poor	26.01% 45
Neutral	34.10% 59
Good	32.95% 57
Very Good	2.31% 4
TOTAL	173

Tower Area Trails Survey

Q8 What issues are there on existing trails in the Tower area? Be specific about the trail or location of the issue in your answer, if possible.

Answered: 121 Skipped: 79

#	RESPONSES	DATE
1	It would be nice to have the trail connect between the end near Puncher Point and the trail to town at Hoodoo Point near the airport runway	9/15/2021 5:11 PM
2	Badly worn	9/14/2021 8:44 AM
3	None.	9/11/2021 11:34 AM
4	Direct access to prospector trail from soudan, going east to Murray forest and Ely without having to go to Tower	9/10/2021 10:56 PM
5	better maps	9/9/2021 8:07 PM
6	No connection from hoodoo point to the Soudan trail from the airport east	9/6/2021 10:26 PM
7	They do not facilitate travel smoothly around town. For people with kids or animals they can be concerning with motorized vehicles rate of speed. Potholes and poor drainage, slope of trail to drain excess water away from trail and mitigate erosion near trail shoulders. Lack of information/advertisement of trail use and destination, marked parking and general information to tourists who might use the trails as alternative access to area destinations, possible scooter/bike rentals similar to other lake area tourist destinations.	9/2/2021 9:05 PM
8	Want more walking trails around Lake Vermilion, especially Greenwood Township and Birch Point Road	9/1/2021 1:08 PM
9	Aging asphalt with cracks and bumps (from tree roots)	8/31/2021 10:29 PM
10	Bike path behind tower, and from Mckinney to Soudan	8/31/2021 8:05 PM
11	trail from tower to soudan very poor condition. trails to and thru state park are good. would be nice to extend paved trails to the west or virginia	8/31/2021 9:51 AM
12	Na	8/31/2021 9:05 AM
13	Bike trail from mckinley park to hoodoo point requires walking on the road, want full connection with trails	8/31/2021 7:50 AM
14	Uneven asphalt and cracks	8/31/2021 5:26 AM
15	Cracks, tree roots, tar repair is sticky	8/30/2021 9:14 PM
16	McKinley Park and Hoodoo Point trails need to connect	8/30/2021 8:23 PM
17	Not easy to navigate to restaurants or stores in the winter. There are also no trails along 169 making walking into town from the Y store (77) very dangerous. If there was a trail along 169 going into Tower, it would be highly used!!	8/30/2021 7:58 PM
18	The trails from the sos store to eagles nest are great. The trails around the hoodoo point/airport/McKinley park need attention. No smooth, lots of break in pavement	8/30/2021 7:53 PM
19	very rough pavement...	8/30/2021 7:17 PM
20	Nothing from Greenwood into tower for walk, bike, ATV	8/30/2021 6:11 PM
21	Trails south of town a little rough	8/30/2021 6:08 PM
22	Not knowing where they are	8/30/2021 6:02 PM
23	Rocky	8/30/2021 4:49 PM
24	Horrible pavement on bike trials.	8/30/2021 4:14 PM

Tower Area Trails Survey

25	Pot holes and many don't connect.	8/30/2021 3:58 PM
26	south side of towers "mesabi trail" pavement is poorly paved. Also a way to get to the same spots as the mesabi trail on a four wheeler would be nice. Its perfect spot for atv drivers to get from one side of town to the other without having to drive through town and disturb the it with loud noise and traffic. Thank you :)	8/30/2021 3:36 PM
27	Hoo doo point does not fully connect all around. Bike trail from tower to Sudan is poor condition. ATV trails need expansion	8/30/2021 2:06 PM
28	Lack of connectivity to other rail systems; some sections of the Mesabi Trail are in very poor condition; gaps in sections of the trails, forcing you to use area roadways	8/30/2021 2:05 PM
29	Mesabi Trail from Tower to Soudan is in terrible shape.	8/30/2021 1:30 PM
30	The bridges is un cross able is in serious disrepair. I would t even let both of my children cross the thing at the same time. The trail has not been maintained in twenty years the ground hea ing from the winter frost has destroyed many portions of it.	8/30/2021 1:30 PM
31	Grooming of ski trails could improve.	8/30/2021 12:20 PM
32	The bike/walk trail between Tower and Soudan on the south side of Tower needs to be repaired. Would be nice to see the trail connected with a path from the airport to the start of the trail further up the road by mckinley for safety purposes and keep people off the shoulder of the road.	8/30/2021 12:01 PM
33	lots of potholes and ruts	8/30/2021 11:54 AM
34	I do not know much about them honestly	8/30/2021 11:36 AM
35	ATV encroachments on the Tower Ski Trails	8/30/2021 11:36 AM
36	large cracks in pavement, settling, tree/root growth causing... All of these causing tripping hazards or difficulty riding a bike	8/30/2021 11:19 AM
37	The Mesabi Trail isn't completely connected.	8/30/2021 11:14 AM
38	They are in good condition currently	8/30/2021 10:55 AM
39	Bike trail is extremely rough, hard to find way thru town.	8/30/2021 10:43 AM
40	On the Taconite trail (I think that's the one that goes by Hoodoo Point and continues around by Soudan?), there are a lot of roots breaking up the path. Not so bad when I run or walk, but makes it harder to bike on. Also, it would be awesome if this trail was finished by the airport. I Like the trail that goes to the boat harbor but it would be nice if it connected with something else. I really think the amount of trails in Tower are wonderful, but trail maintenance in general could be improved and there is a ton of potential to make some great trail connections. I'm not a snowmobiler or ATVer so running, walking, biking, and skiing are my biggest uses.	8/30/2021 9:24 AM
41	more signage	8/29/2021 7:38 PM
42	I'm not informed of locations. Are there trail maps? Where?	8/29/2021 11:16 AM
43	The Mesabi Trail behind town is in horrible condition, as is the paved trial going to Hoodoo Point. Also, ATV use is getting to be a problem on the Mesabi Bike Trail again	8/28/2021 7:01 PM
44	Bike/walk trail behind Tower towards Soudan is in rough shape. Disappointing to have seen the number of ATVs using it. Difficult to know of trails around the area for hiking; no "one place to go" for information	8/28/2021 4:39 PM
45	lack of trail signs, connections to segments of existing trails. No trail to tower from the west on 169 corridor	8/28/2021 9:35 AM
46	Trail leaving the Tower train depot is in dangerous condition for bikers. Better signage and a Tower website of trails. We accidentally discovered a hiking trail off the paved trail which leads from Soudan to Vermilion State park.	8/27/2021 8:36 PM
47	Trail from the Tower train depot/park to the small creek bridge (about 3/4 of a mile) is absolutely terrible. Difficult for running and very uncomfortable for biking, and downright dangerous for biking with a trailer with little ones. The rest of the trail around HooDoo Point is ok, but still plenty of bumps, roots pushing up through the trail, etc. and is still bumpy enough	8/27/2021 9:42 AM

Tower Area Trails Survey

that it's very difficult to do with a bike trailer with young kids. I also wish the trail would connect rather than needing to use the road between McKinley Park and Hoodoo Point (maybe a mile to a mile and a half).

48	Mesabi trail south of town is in need of resurfacing, terrible on a bike. Atv trails north of town are maintained well.	8/27/2021 8:00 AM
49	bike trails are all in poor condition between tower and soudan also poor between soudan and McKinley park	8/26/2021 7:46 PM
50	trails could be better mowed in summer to avoid morning dew at hip level	8/26/2021 5:31 PM
51	No issues	8/26/2021 4:14 PM
52	Xc ski trail not easily used/allowed/accessible for mtn biking. Plus have to ride on hwy to get to the trails from outside of town.	8/26/2021 12:44 PM
53	Between Tower and Soudan the trail is so bumpy and in repair. Makes bike riding very hard. Also from The SOS in Soudan down to Mckinley Park is terrible	8/26/2021 10:46 AM
54	Mesabi Trail between Tower depot and Soudan store needs immediate replacement/repair...very poor conditions make it dangerous for bicycles	8/25/2021 9:52 PM
55	No issues. The current trails are usually maintained.	8/25/2021 9:12 PM
56	Taconite Trail needs resurfacing and Ancient Cedars Trail is too narrow.	8/25/2021 7:18 PM
57	ATV traffic on walking trails	8/25/2021 4:53 PM
58	Not enough trails with scenic views. Not enough trails with varying terrain and varying elevation. Need to get usage up so existing trails don't get overgrown. Need trails that lead to ideal lunch spots with a view.	8/25/2021 3:39 PM
59	Non connection from Tower Hoodoo Pt to McKinley park trail. Trails in Tower tar buckling ripped up due to ATVs	8/25/2021 3:17 PM
60	The trail to Soudan is in very poor condition	8/25/2021 2:26 PM
61	The Tower to Soudan Trail is becoming very poor for walking and bicycling.	8/25/2021 2:20 PM
62	1) The Wagoner/City of Tower ski trail system has great potential to be snow-free season hiking or mt biking, but it would need some mowing and short reroutes around a couple wet areas. 2) Mesabi Trail from depot to Soudan is in terrible shape for bikers, but I believe it will be reconstructed next year. 3) Atv use on the Mesabi, Wagoner trails is a growing problem now that the Prospectors ATV trail has come through. The ski trails - other than the one collaborative share-the-trails leg from Tower to the Skala Rd - should be RE-dedicated to non-motorized (emphasis on hiking, biking, hunter-hiker trail). It was established as such some 40 years ago when grants and volunteers helped build the trails. But now, given use over the decades, most believe it to be open - or at least freely use it. Again, with Propsectors bringing so many more people to town, the trails should be codified as non-moto. 4) lack of publicity for hiking trails or other hiking opportunities in the Soudan-Tower area. We have fantastic trails, but they are little known. As the Ancient Cedars has become popular one can see the demand and the need for the new northside trails. Then there should be a map that shows the hiking "ecosystem". 5) adequate volunteers - presuming that the City cant take on trail maintenance.	8/25/2021 2:19 PM
63	Mesabi Trail between Tower and Soudan is in terrible condition, has no trail head or restrooms in Soudan. That trail needs better signage at the iron ore bridge location. The current sign is faded. The trail parking lot by the civic center needs a restroom facility (more than just the civic center on certain days and hours). Signage needs to be improved coming into Tower as to the location for the Mesabi Trail and city trails. A crosswalk imprinted on the highway 169 so that bikers coming from the north side to the civic center driveway can cross safely. The Hoodoo Point Road needs signs in several areas to alert drivers of a vehicle that there is a trail crossing as currently there are none. The Harbor Trail needs a connection to the Mesabi Trail through the city playground along the river.	8/25/2021 1:35 PM
64	Trails do not connect - in the McKinley Park area, in the harbor area, access to the ski trails.	8/25/2021 9:23 AM
65	Snowmobile trails are good, don't spoil them with ATV traffic.	8/24/2021 9:43 AM
66	Between Tower and Soudan Store - the trail is actually dangerous with ruts, tree roots, pot	8/22/2021 8:08 PM

Tower Area Trails Survey

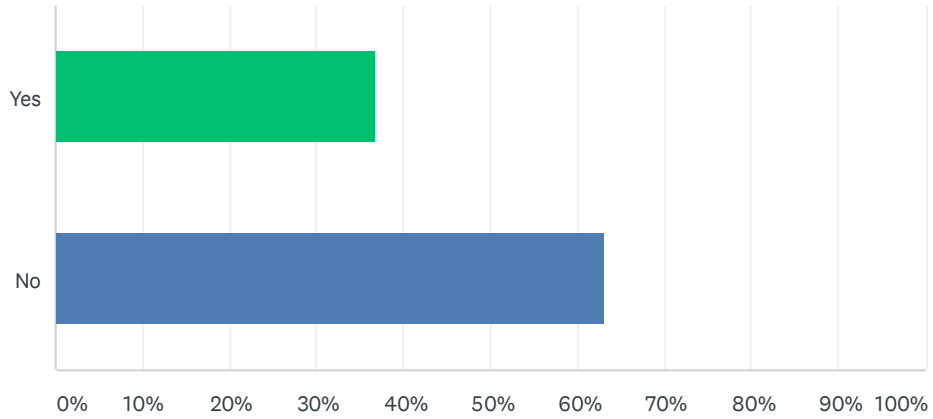
	holes, etc.	
67	No access with side by sides, ATV	8/21/2021 12:53 PM
68	Mesabi Trail South of 169 broken up and heaved pavement. Mesabi Trail near the sewage lagoons has a couple significant bumps.	8/21/2021 8:23 AM
69	There are miles of existing trails in the new state park, it would be nice if they were mowed/maintained several times a summer so that all could enjoy hiking/biking throughout these trails. The main trail is maintained nicely in Soudan, but there are many other trails that are unusable due to no maintenance in the summer.	8/21/2021 7:47 AM
70	They need to be kept up. They do not allow for handicapped access. Would like to use a small motorized scooter but was told it was against the law.	8/20/2021 7:34 AM
71	to many using private property and trespassing	8/19/2021 5:21 PM
72	ATV's on paved bike trail is creating ruts	8/19/2021 1:26 PM
73	None known off hand	8/19/2021 9:33 AM
74	Trail behind tower has more holes than road	8/18/2021 11:26 AM
75	Need to go around Lake Vermilion to Cook	8/17/2021 10:53 PM
76	Mowing arrowhead trail Signage improvements	8/17/2021 9:20 PM
77	Very poor upkeep	8/17/2021 4:04 PM
78	Need a repave job along the south end to Hwy 169 by Soudan. Tower is too cheap to do that. Can't even fix the streets in town.	8/17/2021 3:47 PM
79	The walking/bike trail is a joke! I love going rollerblading but cannot do that with the condition of the trail by the train park. Also to have a connection with the four wheeler trail to Ely or Greenwood township would be nice.	8/17/2021 1:41 PM
80	Some parts of the loop biking trail needs improving. I'm looking forward to finishing the, Mesabi bike trails to Ely and Giants Ridge.	8/17/2021 11:47 AM
81	Shares use with snowmobiles have greatly degraded the trails around Tower.	8/17/2021 10:49 AM
82	Not well marked	8/17/2021 10:44 AM
83	Connection of trail off of Sunset Road	8/17/2021 10:27 AM
84	Not really any trails nearby our cabin location in Daisy Bay to use for walking/running	8/17/2021 10:25 AM
85	Snowmobile connections and maintenance are great. Bike trail connections to west of Tower are non-existent.	8/17/2021 10:01 AM
86	Maintenance	8/17/2021 10:00 AM
87	Connecting to other trails	8/17/2021 9:04 AM
88	The trail is very rough, pavement has some bad frost heaves and is breaking up between Tower & Soudan Also the McKinley Park trail.	8/17/2021 8:59 AM
89	overgrown, cracks, potholes, etc.	8/17/2021 7:53 AM
90	Mesabi trail is getting rough in spots. Lake Vermilion trail needs to be built.	8/17/2021 7:27 AM
91	Rough	8/17/2021 7:23 AM
92	Not enough information out there for visitors!	8/17/2021 6:44 AM
93	Want McKinley and Hoodoo connected with no walking/riding on the dangerous. Curved, no shoulder road. Trail by trains is in very poor condition and running from Soudan to Tower.	8/17/2021 6:13 AM
94	None encountered	8/17/2021 2:17 AM
95	Summer maintenance/condition of trails primarily marketed for snowmobiling can be iffy in terms of mowing and wetness.	8/16/2021 11:50 PM
96	The trail from train to Soudan is old and needs to be replaced	8/16/2021 11:23 PM

Tower Area Trails Survey

97	The trail between tower and Soudan is awful, can't ride a bike on there, it's too rough. Also there should be a trail all the way around the horn so you don't have to ride on the road.	8/16/2021 8:20 PM
98	It's broken up and heaved, very uneven makes it tough to run or rollerblade on	8/16/2021 7:52 PM
99	None	8/16/2021 7:01 PM
100	Bike trail needs work, four wheeler trails need more routes	8/16/2021 5:25 PM
101	The paved bike/snowmobile trail starting by the train is in poor shape and is unpleasant to ride.	8/16/2021 4:44 PM
102	A few branches on the trail between tower and hoo doo point	8/16/2021 4:07 PM
103	Pavement is horrible between Tower and the Junction Rd	8/16/2021 4:01 PM
104	Would be great to get the Mesabi trail fully connected in the area	8/16/2021 3:20 PM
105	More signage and provisions for pets	8/16/2021 2:31 PM
106	The condition of the Mesabi Trail in Tower is poor.	8/16/2021 1:36 PM
107	David Dill Trail needs maintenance	8/16/2021 1:22 PM
108	Mesabi Trail in poor condition- but scheduled to repair in 2022 also, hoping to see the trails on the hillside north of Tower mapped and signed for greater public access	8/16/2021 1:10 PM
109	Not enough trails	8/16/2021 12:32 PM
110	longer trails would be nice for bike rides. I think people can, or will soon be able to ride toward Ely. We need to be able to ride west also. A substantial trail network is essential to attract tourism.	8/16/2021 12:22 PM
111	Trails not.fully.connected with other trail systems	8/16/2021 12:16 PM
112	None	8/16/2021 12:08 PM
113	Pooling water	8/16/2021 11:37 AM
114	Water drainage seems to be an issue in several places.	8/16/2021 11:37 AM
115	All the paved parts are crumbling (between train park and soudan) or, the terrain is pretty rough (up the hill behind the school has huge rocks that could damage atv's right in the path all the way up) *don't get me wrong, I love the paths and trails, they're just falling apart, and you asked so... ☹️	8/16/2021 11:19 AM
116	Connect with Bois Forte	8/16/2021 11:13 AM
117	Paved trail on the Taconite Trail between Tower and Soudan needs to be resurfaced. Need better ATV trail connection going west from Town. Also need a more direct ATV connection to the east connecting to existing trail system at the Murray Forest Road.	8/16/2021 10:58 AM
118	Not enough trails to get around on atv	8/16/2021 10:54 AM
119	Trails near Tower are run down, makes it difficult to bike or rollerblade or walk with a stroller.	8/13/2021 8:20 AM
120	Signage or lack of directional signs	8/13/2021 7:50 AM
121	I only know about one or two of the trails near Tower. I'd love to learn more information about other ones.	8/12/2021 3:24 PM

Q9 Is there a trail activity you would like to do (but do not currently do) in the Tower area?

Answered: 168 Skipped: 32



ANSWER CHOICES	RESPONSES	
Yes	36.90%	62
No	63.10%	106
TOTAL		168

Q10 If you answered YES to Question 9, please share your desired trail activity and the barrier that prevents you from that activity below. If you answered NO to Question 9, skip this question.

Answered: 61 Skipped: 139

#	RESPONSES	DATE
1	Exercise events along the trail.	9/14/2021 9:31 AM
2	Rentals	9/2/2021 9:05 PM
3	Walking. Want more walking trails around Lake Vermilion, especially Greenwood Township and Birch Point Road	9/1/2021 1:08 PM
4	Nordic ski trails	8/31/2021 10:29 PM
5	Biking	8/31/2021 8:48 PM
6	picnic	8/31/2021 7:10 AM
7	Cross country ski	8/30/2021 9:14 PM
8	Walk or bike into Tower from 77 (Y Store). Too dangerous along the shoulder. We would enter Tower more if it was safer.	8/30/2021 7:58 PM
9	would roller blade if not so rough...	8/30/2021 7:17 PM
10	ATV	8/30/2021 6:11 PM
11	To finish the trail from Tower to Ely	8/30/2021 6:02 PM
12	More mountain biking close to Tower. The new trails around the old Iron World in Chisolm is such a great model.	8/30/2021 12:26 PM
13	Bike connection from Tower to Ely	8/30/2021 11:36 AM
14	Cross country skiing. I didn't know there were trails. I like variety that isn't always available where I live. I don't mind traveling for good trails. I also prefer skijouring with my dog and not a lot of trails allow dogs.	8/30/2021 11:14 AM
15	atv	8/30/2021 10:34 AM
16	4-wheel from Greenwood to Tower	8/29/2021 7:38 PM
17	As stated previously, I don't know how to access trails	8/29/2021 11:16 AM
18	Skate skiing, inline skating (the current trails are too rough, or the hills/curves too severe.	8/28/2021 7:01 PM
19	Ride ATV's from Pike bay area on 169 to ELY or Babbit	8/28/2021 9:35 AM
20	Possibly an ATV/UTV trail.	8/27/2021 8:36 PM
21	I would like to be able to bike with my kids in the bike trailer from the Tower Park all the way around the HooDoo Point loop, but the lower section of the trail, mentioned above, is just too bumpy and not safe for my youngest in the trailer.	8/27/2021 9:42 AM
22	a more extensive boardwalk through bogs in the area	8/26/2021 5:31 PM
23	Mountain biking	8/26/2021 12:44 PM
24	4-wheeling. Not many trails accessible from my home. I have to trailer 4-wheeler	8/26/2021 10:46 AM
25	see above	8/25/2021 9:52 PM
26	We have heard there are trails on the hill above Tower. Would love to see some trails there.	8/25/2021 9:12 PM

Tower Area Trails Survey

27	Bike on Taconite Trail.	8/25/2021 7:18 PM
28	Need more trails with scenic views. Need more trail options that are 2 to 4 miles long. Need more trails with ideal spots for lunch breaks with a view.	8/25/2021 3:39 PM
29	Be able to walk and bike safely	8/22/2021 8:08 PM
30	No trail access	8/21/2021 12:53 PM
31	Avoid backtracking	8/20/2021 2:20 PM
32	Ride around tower to Soudan	8/18/2021 11:26 AM
33	Ride to Cook	8/17/2021 10:53 PM
34	Mountain biking	8/17/2021 9:20 PM
35	Mountain Bike trails would be awesome! Also getting places from town easily would be great without riding roads. A connection to Vermilion and Cook would be great.	8/17/2021 4:13 PM
36	There is limited ATV access in the Tower area	8/17/2021 4:04 PM
37	Rollerblading. Cannot currently do due to conditions of trail	8/17/2021 1:41 PM
38	I wish the bike trail to hoodoo point was plowed in the winter for walking	8/17/2021 11:47 AM
39	Would love to see a connection from cook to tower to Ely	8/17/2021 10:49 AM
40	Run, walk, bike	8/17/2021 10:25 AM
41	Biking in the area between Cook and Tower	8/17/2021 10:01 AM
42	More biking	8/17/2021 10:00 AM
43	Single track mountain bike trails	8/17/2021 7:27 AM
44	ATV, connecting to other trails	8/17/2021 7:06 AM
45	No road riding from mckinley to hoo doo. I ride 3- 6 miles around so as not to be on the road	8/17/2021 6:13 AM
46	Fat bike in winter	8/16/2021 11:23 PM
47	I currently work on snowmobile, atv,ski, and hiking trails and would like to see more volunteers	8/16/2021 5:25 PM
48	I would love to be able to ride the Mesabi trail to Ely or Virginia starting in Tower! The highway shoulders are too dangerous.	8/16/2021 4:44 PM
49	More atv access Time.	8/16/2021 4:07 PM
50	Allowing Side-by-side/Commanders on the trails.	8/16/2021 3:20 PM
51	I would like to be able to connect to more trails and also have additional trails created like the future Lake Vermilion Trail	8/16/2021 3:11 PM
52	Night time skis, need a lit trail	8/16/2021 2:31 PM
53	Mountain bike	8/16/2021 2:21 PM
54	mountain biking	8/16/2021 1:10 PM
55	More four wheeling trails	8/16/2021 12:32 PM
56	Long bike rides	8/16/2021 12:22 PM
57	CC ski	8/16/2021 12:08 PM
58	Reservation Connection	8/16/2021 11:13 AM
59	Have access to camper cabin type facilities from, or on, the ATV trail system. Currently can't legally access the motel in town from an ATV.	8/16/2021 10:58 AM
60	Rollerblade - trails need resurfacing ATV - lack of trails connecting outside the city	8/13/2021 8:20 AM
61	Go from Hoodoo Pt to McKinley Park via trail.	8/12/2021 3:20 PM

Tower Area Trails Survey

Q11 Please share additional comments you have about trails in the Tower area below.

Answered: 78 Skipped: 122

#	RESPONSES	DATE
1	There are always rocks thrown on the blacktop path at the top of the hill going up from McKinley Park Campground due to ATV/UTV. Extend the blacktop where they cut the corner to eliminate / reduce the amount of rocks that end up on the walk/bike path.	9/15/2021 5:14 PM
2	I find just having trails a benefit that I don't get in the winter place that I live.	9/14/2021 9:32 AM
3	I miss the condition it used to be in. Somewhat treacherous	9/14/2021 8:45 AM
4	I absolutely love the Tower Ski Trails for hiking and hunting grouse in the fall and for XC skiing in the winter months.	9/11/2021 11:35 AM
5	Would love ATV trail from tower to Soudan so we don't have to drive on hoodoo pt road	9/6/2021 10:28 PM
6	Thank you to the snowmobile clubs who do a good job of maintaining snowmobile trails.	9/1/2021 1:09 PM
7	happy to have them	8/31/2021 8:55 PM
8	Nice they are building more trails, but there needs to be a plan to keep them smooth and maintained.	8/31/2021 8:07 PM
9	Need better policing of ATV traffic on walking paths especially from mckinkey park to soudan snd nearby dumpster. They dont drive carefully on the bike trail where they dont belong, dont use ATV trail provided	8/31/2021 7:52 AM
10	Trail to Cook from tower.	8/30/2021 9:15 PM
11	Love the trails for running in particular!! So glad they exist! Thank you	8/30/2021 8:35 PM
12	We love Tower and think it would grow if boating options, and docking and snowmobile and walking trails were more user friendly along 169 or other major areas.	8/30/2021 7:59 PM
13	I am very appreciative of the trails in the area. They are a great asset and I would like to see them expanded and improved upon. Not all communities have this type of resource and we should be appreciative of it	8/30/2021 7:55 PM
14	This seems to be a controversial subject, especially for some wealthy land owners. They don't want their hunting interfered with apparently.	8/30/2021 7:04 PM
15	Trail fully along 697 from boat access to trails to McKinley park would be nice	8/30/2021 6:09 PM
16	More trails approved for UTVs	8/30/2021 4:00 PM
17	the trails are very beautiful and scenic. more trails near bodies of water (without disturbing them of course) would be amazing	8/30/2021 3:37 PM
18	Would to see the Tower trails connected to the Mesabi trail system and to a trail system that connects to the Cook end of the lake, including Greenwood township area.	8/30/2021 2:06 PM
19	Looking forward to the day when the Mesabi Trail is complete to Ely...	8/30/2021 1:30 PM
20	Just fix the darn thing already.	8/30/2021 1:30 PM
21	Separate bike trails instead of sharing road with vehicles would be great	8/30/2021 1:18 PM
22	I would love, love, love, love if there were bike trails that would go from the Y-Store or the casino, all the way to Tower. It would making biking and waking into town amazing. And also make such a huge biking, walking connection all the way to Ely when complete.	8/30/2021 12:27 PM
23	It is wonderful to have the trails! Thank you!	8/30/2021 11:55 AM

Tower Area Trails Survey

24	I have a cabin on Lake Vermilion. I would like to see Tower offer more things to do while we are up there	8/30/2021 11:37 AM
25	thank you for looking into this and completing the work	8/30/2021 11:19 AM
26	Connecting the hiking trail from Lake vermilion state park to the soudan mile section. See it on map but haven't been able to follow it.	8/30/2021 10:45 AM
27	I encourage Tower to focus on keeping and expanding ATV/ORV and Snowmobile trails in the future. These bring in a lot more \$ than non-motorized use.	8/30/2021 10:37 AM
28	See previous comments	8/30/2021 9:25 AM
29	We stay on an island so I need the exercise	8/29/2021 11:18 AM
30	Short ATV loops that are not connected will not draw riders. I would prefer to trailer the ATV'S and ride the longer routes elsewhere. Snowmobile trails are very good in the Tower area.	8/28/2021 9:41 AM
31	More signage, advertising and trails could make Tower a destination rather than a pass-through to Ely.	8/27/2021 8:38 PM
32	I do love that there ARE trails and I use them many times per week and throughout the year for both short and distance runs. I appreciate how nice/new the trail is from Soudan to/through Vermilion State Park; this is the route I take for long runs. I do wish trails could be plowed in the fall and spring when there is just a small amount of snow - it would extend the usable trail time by a month or so - but I understand why this would be difficult to maintain.	8/27/2021 9:44 AM
33	More atv and snowmobile. We don't need more bike or ski trails in tower. Need to maintain what we have.	8/27/2021 8:02 AM
34	instead of building new bike trails fix the ones we currently use	8/26/2021 7:47 PM
35	Would love to have xc ski trails at the new state park.	8/26/2021 12:45 PM
36	Signage as to where you are and where the trail takes you	8/26/2021 10:46 AM
37	I am just becoming familiar with the walking and hiking trail system in Tower and looking forward to learning more.	8/26/2021 7:15 AM
38	We would, of course, love to see the bike trail from Tower to Ely completed. We see some progress and that is great.	8/25/2021 9:13 PM
39	Maintenance on the older part of the trail would be a good thing. Completion of a trail between Hoodoo Point campground and McKinley Park would also be good. The road is subpar to walk on the small existing shoulder. The Ancient Cedars Trail is very nice and beautiful to walk.	8/25/2021 5:00 PM
40	Need to get usage up so existing trails don't get overgrown. Really need more trails with scenic views of the lake if at all possible. Need more trails that have great spots for lunches with a view.	8/25/2021 3:39 PM
41	Trails need updates & schedled maintenance.	8/25/2021 3:18 PM
42	I really enjoy the Ancient Cedar Trail. We also enjoy the Soudan State Park trails	8/25/2021 2:28 PM
43	I share the vision of my friends who help with Ski trail and Ancient Cedars and Prospectors that we can be a destination all-trails-lead to Tower-Soudan hiking, biking and motorized rec vehicles place. We need to put out kiosks with newly designed area maps that show all the opportunities. (Kiosks - like ones at Mesabi-Taconite & ancient Cedars trailhead - needed in harbor, out at Hoodoo Pt and Mckinley campgrounds, perhaps in a pocket park in center of Tower next to Fire Hall or Civic Center in Soudan.	8/25/2021 2:23 PM
44	Amenities and signage to support all current trails and future trails and connections is important.	8/25/2021 1:36 PM
45	I question the viability and potential usage of a non motorized trail between the DNR bldg and the Y Store. The terrain is too difficult. It would get little use. I am a bike rider also, the trails from Tower, through Soudan and toward Ely are very good.	8/24/2021 9:47 AM
46	It is challenging to know what trails are open for walking, biking, e-biking, snowmobiling, 4-wheeling ... Could a master map be created? Using color-coding, it would make it so much easier to know where the trails are and what they can be used for.	8/22/2021 8:09 PM

Tower Area Trails Survey

47	Trails around town have never been well maintained. Although some connections and additional trails would be good more effort should be put into maintaining what is currently available. Many of the good hiking trails that used to be near town have either been made into ATV trails, paved, or are gone altogether.	8/21/2021 1:35 PM
48	Would like a through access for ATV, side by side	8/21/2021 12:54 PM
49	I am anxious for the Mesabi Trail completion.	8/21/2021 8:24 AM
50	Again, the already existing trails would be a huge attraction for people to use throughout the new state park. You could hike them or use a mountain bike on them. There are miles of trails that could be promoted and used. They are usable in the winter for snowshoeing, but really can't use them any other time of year due to the long grass.	8/21/2021 7:49 AM
51	With the continuing development of Vermilion State Park and extensive snowmobile trails and ATV trails the area has the opportunity to become a world class destination.	8/20/2021 2:23 PM
52	It is confusing with the number and different types of trails. For example - snowmobile only, skiing, walking. Can't the same trail be used in the summer for one activity and something else in the winter? Also, then you have the Mesabi trail, Prospector's trail, etc. So many trail names. So many trail restrictions - it is confusing. Why not create a map and naming system much like a subway system (red line, blue line, etc..)	8/20/2021 7:37 AM
53	Loop to Soudan from McKinley park needs replaced	8/18/2021 11:27 AM
54	Anxious to see construction begin on Lake Vermilion Trail so it can soon connect with the Mesabi Trail	8/18/2021 9:49 AM
55	Connect to Cook	8/17/2021 10:53 PM
56	Tower could really be a trail hub destination. There is a large diversity of trail types	8/17/2021 9:22 PM
57	The cross country ski trails are great! I would also like to know more about the other trails. I don't know what is already there and it is hard to find info.	8/17/2021 4:14 PM
58	Would like to see more trails of all types in the Tower-Ely-Cook areas	8/17/2021 4:07 PM
59	The short two-mile trail from Tower to Soudan is in such poor condition that it is nearly impossible to walk without tripping or bike without falling. With little ones, it used to be the perfect path for just that.	8/17/2021 7:54 AM
60	Keep up the good work with the mesabi trail and grooming sled trails	8/17/2021 7:29 AM
61	Please do not pave the snowmobile trails for bicycles. New bike trails are being built everywhere, not so much for snowmobile trails. Snowmobiles in general, and snowmobile registration is expensive, bikes not so much. With the money spent to be able to use the snowmobile trails we deserve to keep the existing trails and have new ones built.	8/17/2021 7:04 AM
62	As a somewhat limited user, the trails in the Tower area have been adequate for my needs and interests in the short time I've lived here. Would very much like to see future development of more options for hike/bike trails to access areas along Lake Vermilion to the west.	8/17/2021 2:21 AM
63	Not easy to find camping spots or in the winter decent hotels non-casino based	8/16/2021 9:39 PM
64	DON'T TAKE THE SNOWMOBILE TRAIL AWAY OR REROUTE IT TO MAKE A BIKE TRAIL.	8/16/2021 7:05 PM
65	I really enjoy the trails that exist. The Howard Wagoner ski trails are fantastic and the paved bike trail starting in Soudan and going towards Ely is as well. Thank you for working to expand the trails!	8/16/2021 4:46 PM
66	We would like to see more trails and easier access	8/16/2021 4:08 PM
67	The trail opportunities are excellent but more could be done to promote them. More connecting trails on the northside hill would be an improvement. So would a connecting trail between the harbor and the marina.	8/16/2021 1:38 PM
68	Our trails are getting more and more use. As a regular trail user, I have seen more people out on our trails this year than EVERY BEFORE. Also, want to make sure we keep ATV users on ATV trails, and not on walking/biking trails, this is not a huge problem now, but will be with greater ATV use in the area	8/16/2021 1:11 PM

Tower Area Trails Survey

69	This survey was worded in a confusing way. I am not sure what is possible for trails in Tower so it would be helpful to share any specific ideas or possibilities and ask for feedback on those, too	8/16/2021 12:34 PM
70	Connection to Cook is very important	8/16/2021 12:23 PM
71	Trash cans or benches might be nice	8/16/2021 11:37 AM
72	Trash cans or benches could help encourage people to get out more	8/16/2021 11:37 AM
73	That bridge by junction road is a scary shambles I hate taking my kids near.	8/16/2021 11:20 AM
74	ATV trails can be shared with hiking, mt. bike and equestrian use but everyone must know and understand it is shared use in the same season. Maintenance is an issue with all trail use so shared use does make sense.	8/16/2021 11:03 AM
75	As the coordinator for Lake Vermilion Resort & Tourism Association. Our visitors to the area are always inquiring about local trails. The more the trails connect to local businesses and attraction, the more interested the visitors are. Rest stops and restrooms are also a bonus to the trail system.	8/16/2021 10:57 AM
76	I would love to see better maintained trails as well as expanding existing trails, especially for walking/hiking and ATV.	8/13/2021 8:21 AM
77	Tower has some very scenic areas that are fun to hike to. I like seeing informational signs on the trails.	8/12/2021 3:24 PM
78	A link from harbor to other side of Main Street	8/12/2021 3:20 PM

Q12 If you want to receive email updates about the Tower Area Trails Plan project, please provide your email address below. (Optional)

Answered: 57 Skipped: 143