



AGENDA

Blackduck City Council Meeting

6:00 PM - Monday, January 11, 2021
 City Hall, 8 Summit Drive, Blackduck MN

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1. CALL TO ORDER	
a. Roll Call	
b. Pledge of Allegiance	
2. SWEARING IN OF NEWLY ELECTED OFFICIALS - CHRISTINA REGAS, CITY ADMINISTRATOR	
a. City of Blackduck Mayor - Maxwell Gullette	
b. Blackduck City Council Members - Nicholas Seitz & Jason Kolb	
3. APPROVAL OF AGENDA	
4. CONSENT AGENDA	
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v.	Final Approval - Potential Refunding of Existing Bonds Report - Ehlers City of Blackduck Refunding Analysis 20210105 092008	64 - 65
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5. **BLACKDUCK FORUM**

Visitors may share their concerns with Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. All comments will be taken

under advisement by the Council. No action will be taken at the time.

6. PUBLIC HEARING - VACATION OF STREET(S)
(Mayor Gullette to close the regular meeting & open the public meeting - Vacation of Universal Drive SW)
 - a. Public Comment pursuant to MN Statute §412.851 - Petition to vacate Universal Drive SW between Orion Court SW and Milky Way Dr. SW and Orion Court SW & Milky Way Dr. SW in its entirety in the preliminary plat entitled Southern Duck Estates. 83
[Petition for vacation of Universal Drive SW](#)
7. REPORTS OF COMMITTEES AND CITY STAFF
 - 7.1. Public Works Report - Mike Schwanke, Public Works Supervisor
 - 7.2. Liquor Store Report - Shawnda Lahr, Liquor Store Manager
 - 7.3. Law Enforcement Report - Jace Grangruth, Police Chief
 - 7.4. Fire Department Report - Brian Larson, Fire Chief
 - 7.5. Golf Course Report - Jim Andersen, Golf Course Superintendent & Pam Exner, Club House Manager
 - 7.6. Library Report - Kelly Hanks, Head Librarian
8. ADMINISTRATOR'S REPORT
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 - b. Approval Needed - Resolution 2021-02 Updated - Resolution adopting a schedule of Fees and Charges for various services, licenses, & permits for the City of Blackduck, MN for 2021 89 - 92
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 - c. Approval Needed - Resolution 2021-03 - Resolution authorizing the vacation of streets in the preliminary plat entitled Southern Duck Estates 93 - 94
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 - d. Approval Needed - Resolution 2021-04 - Resolution Acknowledging Donation from the Blackduck Fire Relief Association 95 - 96
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 - e. Approval Needed - City of Blackduck Conflict of Interest / Code of Ethics Policy for Elected Officials, Member of City Boards, Commissions, and Committees for 2021 97 - 103
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 - f. Council Consideration - Property Owner Petition for Detachment of Property from City of Blackduck - Parcel #81.00061.00 - Joseph Wilhelmi II 104 - 106
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 - g. Council Consideration - Proposal for Professional Funding Services for Proposed Commercial Building Demolition Project - Widseth - Gail Leverson 107 - 109
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- h. Approval Needed - Resolution 2021-05 - Resolution approving the application for and commitment to financial support for the Minnesota Demolition Loan Program for Commercial Property in the City of Blackduck 110
[2021-05 Resolution approving the application and commitment to financial support for the Demolition Loan Program for commercial property in the City of Blackduck](#)
- i. January 5 - 19, 2021 - Special Election Filing Period - Blackduck City Council Seat
- j. January 13, 2021 11am - Blackduck Development Corp Meeting - City Hall
- k. January 18, 2021 - Martin Luther King Jr. Day - Government Offices Closed
- l. January 20, 2021 Noon - Blackduck Chamber of Commerce Meeting - Zoom Call
- m. January 20, 2021 - 2pm - Blackduck Planning Commission Meeting - City Hall
- n. January 25, 2021 6pm - Blackduck City Council Work Session - City Hall
- o. February 8, 2021 6pm - Blackduck City Council Regular Meeting
- p. Notice of Public Hearing - February 8, 2021 @ 6pm - USDA Rural Development informational meeting for Public Facilities Building 111
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- q. Notice of Public Hearing - February 8, 2021 @ 6:30pm - ISD#32 Land Combination Application 112 - 115
[Public Hearing Notice ISD32 02082021](#)
- r. February 8 - 12, 2021 - City of Blackduck 2020 On-Site Audit - Miller McDonald
- s. April 13, 2021 - Blackduck Special Election - City Hall
- t. April 26, 2021 @ 9am - Blackduck Local Board of Appeal & Equalization Meeting 116
[Local Board of Appeal & Equalization Meeting](#)
- 9. MAYOR AND/OR COUNCIL MEMBER REPORTS
- 10. COMMUNITY EVENTS/GOOD THINGS HAPPENING
- 11. ADJOURNMENT



MINUTES

Council Meeting & Truth in Taxation Public Hearing

6:00 PM - Monday, December 7, 2020
City Hall, 8 Summit Drive, Blackduck MN

The Council of the City of Blackduck was called to order on Monday, December 7, 2020, at 6:00 PM, in the City Hall, 8 Summit Drive, Blackduck MN, with the following members present:

COUNCILORS PRESENT: Councilor Jason Kolb, Mayor Maxwell Gullette, Councilor Sheldon Ostlund, and Councilor Nicholas Seitz

COUNCILORS EXCUSED:

STAFF PRESENT: City Administrator Christina Regas, Police Chief Jace Grangruth, Assistant Liquor Store Manager Melissa Gullette, Public Works Supervisor Mike Schwanke, and Liquor Store Manager Shawnda Lahr

OTHERS PRESENT: Deputy Clerk Paige Moore

1. CALL TO ORDER

- a. Roll Call
Mayor Gullette called the meeting to order at Administrator Regas took roll call.
- b. Pledge of Allegiance
Mayor Gullette led the meeting in the pledge of allegiance.

2. APPROVAL OF AGENDA

- a.

Sheldon Ostlund moved to approve the agenda as presented Jason Kolb seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Sheldon Ostlund	For
Nicholas Seitz	For

- b.

3. CONSENT AGENDA

All items listed under the Consent Agenda, unless removed from the Consent Agenda shall be approved by one Council motion.

- a. November 9, 2020 Blackduck City Council Meeting Minutes

- b. November 13, 2020 Blackduck City Special Meeting - Certification of 2020 Municipal Election
- c. November 23, 2020 Blackduck Work Session Minutes
- d. November 18, 2020 Blackduck Planning Meeting Minutes
- e. November 19, 2020 Kitchigami Regional Library Board Packet includes September 17, 2020 Board Meeting Minutes
- f. November 2020 Fund Balance Report & Bond Payments for 2021 & Transfers
- g. November 2020 Bills
- h. November 2020 Sewer Income Statement
- i. November 2020 Water Income Statement
- j. November 2020 Pine Tree Park Income Statement
- k. ~~November 2020 Golf Course Income Statement~~
- l. ~~November 2020 Liquor Store Income Statement~~
- m. Month end Remittance Report for November 2020 - Blackduck Fines & Fees
- n. ~~October 2020 LG216 Lawful Gambling Report from the Blackduck Firemen's Relief~~
- o. Final Approval - 2020 Corporate Licenses for Blackduck Movie Theatre 2021-01
- p. Final Approval - December 2020 Property Tax Settlement
- q. Final Approval - 2021 Financial Audit of Governmental Activities Contract with Miller McDonald CPA
- r. Final Approval - Fire Aid 2020 - Paid to Blackduck Firemen's Relief Association
- s. ~~Final Approval - 2021 Cleaning Contract for The Pond - Melissa's Cleaning~~
- t. Final Approval - Proposal for Land Survey Services for the City "The Pond" Facility - Widseth
- u. Final Approval - Proposal for Land Survey Services for the City Maintenance Facility - Widseth
- v.

Jason Kolb moved to approve the consent agenda removing items 'k'; 'l'; 'n'; & 's' for further discussion
 Sheldon Ostlund seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Sheldon Ostlund	For
Nicholas Seitz	For

- w. Consent Agenda Item 'k' -
 Councilor Kolb requested conversation around the 2020 operating loss of the Golf Course. Regas clarified the net loss of the golf course for 2020 after transfers, donations, and taxes. Kolb asked where the costs for the cart shed are recorded. Regas stated that due to the expenses for the cart shed were expenses from the RLF fund those costs are not recorded on current income statement. Nothing further.
- x. Consent Agenda item 'l.' -
 Councilor Kolb asked for confirmation on the liquor store income statement the liquor store is showing a loss in 2020. Regas confirmed there is a net loss regardless of

overall revenue being on track with the 2020 budget. Regas further stated if the City Council agrees to transfer the remaining budgeted \$35,000 to the general fund the loss the liquor store will show at the end of 2020 will be larger. Lahr pointed out the total on-sale sales from 2019 to 2020 are down \$101,000. Kolb stated he was hoping the City would be able to 'forsee' the issues with the reduced revenue and 'trim' where needed to not show a larger loss. Lahr stated there was not many other areas in the business to 'cut' except your labor. Lahr further stated that all but 4 employees are 'laid off' currently. Regas noted how the liquor store has been able to sustain the total revenue by increased traffic in the off-sale that still requires staff.

y. Consent Agenda item ' n' -

Councilor Kolb asked for clarification on the LG216 for the shortage on the pull tab rent of \$63.00. Lahr stated she could visit with the gambling manager to narrow down where the shortage was. Kolb asked what safeguards have been put in place to keep the shortages from re-occurring. Lahr stated more training with the staff has been the procedure when there is a shortage. Kolb suggested ways to ensure the shortages don't occur. Lahr stated that \$63 over the course of the year is not a lot of funds off. Kolb stated that the big picture shows the shortage is felony theft through the amount that is being stolen from the Pond. Lahr stated that is not a correct statement. Lahr stated a criminal activity has not happened and to her judgement and the Fire Relief Association that is not what is happening. Lahr stated clerical errors and miscounting are not felonies when the errors are not intentional. Lahr stated there has been no criminal activity in this error. Kolb stated that he and Lahr see it differently, where she may see the shortage as a clerical error he sees it as an opportunity for theft.

Mayor Gullette stopped the meeting at this time to begin the Truth in Taxation Meeting as scheduled to begin at 6:15pm.

Councilor Kolb further stated he is not stating Lahr and the team are not doing a great job, but when there is a shortage and you are a business owner would you not have an issue when there is a shortage of money. Lahr stated absolutely. Kolb stated that at a certain dollar amount it is a 'big deal' and Lahr is in the mindset that is it not a big deal. Kolb asked at what point does the shortage become a major issue and not a training issue. Lahr stated to Kolb and the Council to be certain she takes everything that happens in the building like it is her business. Kolb asked for clarification that when the security cameras are reviewed Lahr is 100% certain no one is miscounting money. Lahr stated what she is telling Kolb and the Council when there is/was a issue she and her team are using the tools at their disposal to ensure no one is stealing money and that mistakes do happen. Kolb stated he has no further questions on this item.

z. Consent agenda item 's' -

Councilor Kolb asked if Melissa's Cleaning cannot be on a ladder that is high. Lahr stated Tindell is not comfortable on a high 6' ladder. Kolb asked if there is a plan in place if Tindell will not remove snow. Regas stated the original contract had no service of removing snow. Nothing further.

Maxwell Gullette moved to approve removed consent items 'k', 'l', 'n', and 's' after further discussion Jason Kolb seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Sheldon Ostlund	For

Nicholas Seitz

For

4. BLACKDUCK FORUM

Visitors may share their concerns with Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. All comments will be taken under advisement by the Council. No action will be taken at the time.

a. No one present to speak for the Blackduck Forum.

5. 2020 TRUTH IN TAXATION PUBLIC HEARING - CHRISTINA REGAS, CITY ADMINISTRATOR

(Mayor Gullette to Close Regular Meeting & Open the Public Meeting - Truth in Taxation)

a.

Jason Kolb moved to close the regular meeting and open the Truth in Taxation public hearing at 6:16pm Sheldon Ostlund seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Sheldon Ostlund	For
Nicholas Seitz	For

b. Truth in Taxation Presentation - City Administrator, Christina Regas
Administrator Regas reviewed the submitted Truth in Taxation document and requested questions. No one from the public was present to ask questions. The Truth in Taxation public hearing was then closed.

Sheldon Ostlund moved to close the Truth in Taxation public meeting and open the regular meeting at 6:25pm Nicholas Seitz seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Sheldon Ostlund	For
Nicholas Seitz	For

c.

6. REPORTS OF COMMITTEES AND CITY STAFF

6.1. PUBLIC WORKS REPORT - MIKE SCHWANKE, PUBLIC WORKS SUPERVISOR

6.1.1. Report -

Schwanke reported he has nothing to report this month except he is still waiting on the new public works trucks and the hot-water station from the County.

6.2. LIQUOR STORE REPORT - SHAWNDA LAHR, LIQUOR STORE MANAGER

6.2.1. Report -

Lahr had nothing new to report. Lahr stated the new liquor store addition and updates have been working well.

6.3. LAW ENFORCEMENT REPORT - JACE GRANGRUTH, POLICE CHIEF

6.3.1. Report -

Chief Grangruth had nothing new to report. Mayor Gullette asked for clarification on what the 'Month End Remittance Report' funds relate to. Regas stated the funds directly related to the City of Blackduck are the funds the City receives after the Blackduck Police Department fines have gone through the courts and a violator pays their fines.

6.4. FIRE DEPARTMENT REPORT - BRIAN LARSON, FIRE CHIEF

6.4.1. Nothing discussed.

6.5. GOLF COURSE REPORT - JIM ANDERSEN, GOLF COURSE SUPERINTENDENT & PAM EXNER, CLUB HOUSE MANAGER

6.5.1. Nothing discussed.

6.6. LIBRARY REPORT - KELLY HANKS, HEAD LIBRARIAN

6.6.1. December 15, 2020 6pm - Library Board Meeting

7. ADMINISTRATOR'S REPORT

- a. Oath of Office - Special Election Council Member Seat - Sheldon Ostlund (term 2021-2022)
Regas swore in Councilor Ostlund. Nothing further.
- b. Approval Needed - Resolution 2020-35 - Resolution declaring a vacancy for a Special election Council Member position

Jason Kolb moved to approve Resolution 2020-35 Sheldon Ostlund seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Sheldon Ostlund	For
Nicholas Seitz	For

- c. Approval Needed - Resolution 2020-36 - Resolution declaring a vacancy for a general election council member position and call a special election in 2021

Jason Kolb moved to approve Resolution 2020-36 Sheldon Ostlund seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For

Sheldon Ostlund For
Nicholas Seitz For

- d. Approval Needed - Resolution 2020-37 - Resolution appointing Jason Kolb to serve the term of the vacant council member seat through December 31, 2022; or when the 2022 General Election results have been finalized

Sheldon Ostlund moved to approve Resolution 2020-37 Nicholas Seitz seconded the motion.

Carried 3 to 0

Jason Kolb Abstained
Maxwell Gullette For
Sheldon Ostlund For
Nicholas Seitz For

- e. Approval Needed - Resolution 2020-38 - Resolution approving final 2020 tax levy, collectable in 2021

Jason Kolb moved to approve Resolution 2020-38 Sheldon Ostlund seconded the motion.

Carried 4 to 0

Jason Kolb For
Maxwell Gullette For
Sheldon Ostlund For
Nicholas Seitz For

- f. Approval Needed - Resolution 2020-39 - Resolution adopting a schedule of fees and charges for various services, licenses, and permits for the City of Blackduck, Minnesota for 2021

Jason Kolb moved to approve Resolution 2020-39 Sheldon Ostlund seconded the motion.

Carried 4 to 0

Jason Kolb For
Maxwell Gullette For
Sheldon Ostlund For
Nicholas Seitz For

- g. Approval Needed - Resolution 2020-40 - Resolution declaring sufficiency of petition and setting a public hearing on the proposed vacation of Universal Drive SW between Orion Ct. SW and Milky Way Dr. SW and Orion Court SW and Milky Way Dr. SW in its entirety in the preliminary plat entitled Southern Duck Estates

Sheldon Ostlund moved to approve Resolution 2020-40 Nicholas Seitz seconded the motion.

Carried 4 to 0

Jason Kolb For
Maxwell Gullette For
Sheldon Ostlund For
Nicholas Seitz For

- h. December 9, 2020 11am - Blackduck Development Corp Meeting - City Hall
- i. December 15, 2020 1pm - Liquor Store Planning Meeting - The Pond
The meeting is being moved up one hour to Noon (12pm)
- j. December 15, 2020 3pm - City Maintenance & Police Facility Planning Meeting - City Hall
This meeting is being moved up one hour to 2pm.
- k. December 16, 2020 12 noon - Blackduck Chamber of Commerce Meeting - Zoom Call
- l. December 16, 2020 2pm - Blackduck Planning Commission Meeting - City Hall
Regas noted this meeting may be canceled due to lack of action items for the month of December.
- m. December 17, 2020 - 9:30am - BAAI Board Meeting - Zoom Call - City Administrator Only
- n. December 24, 2020 Noon - Blackduck City Hall Closed in Observance of Christmas Eve
- o. December 25, 2020 - Blackduck City Hall Closed in Observance of Christmas Day
- p. January 1, 2021 - Blackduck City Hall closed in Observance of New Year's Day
- q. January 11, 2021 6pm - Blackduck City Council Regular Meeting - City Hall
Councilor Ostlund confirmed there would be no December Work Session. Regas confirmed.

8. MAYOR AND/OR COUNCIL MEMBER REPORTS

- a. LMC New & Advanced Elected Official Training -
Mayor Gullette discussed the League of MN Cities 2021 Elected Official Virtual Training coming up in January and February and strongly recommended all elected officials register. Regas stated all members of the council would be registered and information sent to their respected emails for details. Nothing further.

9. COMMUNITY EVENTS/GOOD THINGS HAPPENING

- a. Employee Anniversary -
Jacob Lien - Fire Department 2014 - January 16, 2020
Melissa Tindell - Liquor Store 2014 - January 10, 2021

10. ADJOURNMENT

- a.

Sheldon Ostlund moved to adjourn the meeting at 7:00pm Jason Kolb seconded the motion.

Carried 4 to 0

Jason Kolb For
Maxwell Gullette For
Sheldon Ostlund For

Nicholas Seitz

For

City Administrator, Christina Regas

Maxwell Gullette, Mayor



BLACKDUCK PERSONNEL COMMITTEE

TUESDAY, DECEMBER 8 & 10, 2020 @ 3:00PM

MEETING MINUTES

CALL TO ORDER: The City of Blackduck Personnel Committee met in a scheduled meeting at the City Hall at 3:00pm on December 8, 2020

Roll Call

Committee Members present: Liquor Store Manager Shawnda Lahr, City Administrator Christina Regas

Committee Members Absent: Councilor Sheldon Ostlund

Staff Present: Police Chief Jace Grangruth

Others Present: none

The meeting was called to order at 3:00pm the Pledge of Allegiance was not recited.

Topics covered in the personnel meeting were as follows:

OLD BUSINESS:

1. Potential Revisions Maintenance Worker #2 & Maintenance Worker #1 Job Description & Wage Scales – Nothing discussed at this time.

NEW BUSINESS:

1. 2020 Performance Review Process – The committee met in council chambers to discuss the annual reviews of full and part time employees of the City of Blackduck for the 2020 year and discuss potential wage increases to take effect in 2021. The Personnel Committee reviewed all appraisal scores by department.
 - a. Public Works Department – Appraisal scores for Mike Schwanke were reviewed by the committee and ratings were approved. At the time of the Personnel meeting, reviews for Chris Brown and Rae Burmeister had not been submitted for ratings. The Committee approved wages for 2021 and recommended final approval from the City Council. Nothing further.
 - b. Police Department – All appraisal scores for Jace Grangruth, Andrew Jespersen, and Lee Anderson, and Robert Fraik were reviewed by the committee and all ratings were approved and recommended wages for 2021 approved. Nothing further.
 - c. Liquor Store – All appraisal scores for the Liquor store were discussed by the committee, the committee approved the ratings and wages for 2021 with one additional review still awaiting submission. The Committee noted the liquor store had a challenging year. Nothing further.
 - d. Golf Course – Appraisals were not submitted for Jim Andersen and Pam Exner at this time. Nothing further.
 - e. Administration – Appraisal for City Hall staff were not completed at this time due to start date of the Deputy Clerk. Regas will complete a 6 month review in April 2021. Regas noted only one review was submitted regarding the City Administrator's performance to date. Regas stated she has drafted her self-review and will submit it for review in the January work session. Ratings were approved and the committee approved the recommended wages for 2021. Nothing further.



BLACKDUCK PERSONNEL COMMITTEE

TUESDAY, DECEMBER 8 & 10, 2020 @ 3:00PM

MEETING MINUTES

2. Police Chief Job Description – Grangruth, Lahr, and Regas reviewed submitted job descriptions from other cities’ police departments for reference to update the chain of command update and other detail requirements of the City of Blackduck Police Chief. The committee agreed to update the job description to list the Chief of Police ‘reports to’ the City Council and to update other duties. The committee agreed to review the updates by email and then recommend approval once completed. Nothing further.
3. Communications Policy Cellular Phone City Reimbursement – Regas recommended the committee consider including a reimbursement of \$40 for cell phone use of the newly added Assistant Liquor Store Manager. After discussing the use the ASM is responsible for with the staff the recommendation was made to amend the City of Blackduck Personnel Policy.

Due to Councilor Ostlund not present to the Committee meeting, Regas will meet with Ostlund separate to discuss the process and the recommendations of the committee so final approvals can be agreed to in the January 11, 2021 regular council meeting.

ADJOURN – Committee adjourned their meeting at 4:30pm.

Christina Regas, City Administrator

Maxwell Gullette, Mayor

On December 10, 2020 @ 4:30pm City Administrator Regas and Councilmember Ostlund met in chambers to discuss committee meeting points that were missed due to his absence.

Regas iterated to Ostlund the above points of business the committee discussed and all decisions were agreed upon by Councilor Ostlund. Regas will submit recommendations of the Personnel Committee for final approval of the City Council. Regas and Ostlund adjourned their meeting at 5:05pm

Nothing further.

Christina Regas, City Administrator

Maxwell Gullette, Mayor

January 11, 2021

FUND	Deerwood Checking BEGINNING BALANCE	Bill Report through 1/11/2021	Deerwood Checking ENDING BALANCE	Deerwood First Preferred Savings BEGINNING BALANCE	Deerwood First Preferred Savings Bill Report through 1/11/2021	Deerwood First Preferred Savings ENDING BALANCE	Total Balance of all Accounts
GENERAL (101)	\$247,211.84	\$32,410.30	\$214,801.54	\$61,392.52	\$0.00	\$61,392.52	
POLICE RESTRICTED CASH	\$11,129.09	\$0.00	\$11,129.09	\$0.00	\$0.00	\$0.00	
CEMETERY (201)	\$125.33	\$53.65	\$71.68	\$2,242.47	\$0.00	\$2,242.47	
PERPETUAL CARE (202)	\$9,036.94	\$0.00	\$9,036.94	\$53,418.01	\$0.00	\$53,418.01	
SEWER MAINTENANCE	\$0.00	\$0.00	\$0.00	\$59,419.29	\$0.00	\$59,419.29	
SEWER REPLACE.	\$0.00	\$0.00	\$0.00	\$28,742.88	\$0.00	\$28,742.88	
SCDP REVOLVING LOAN FUND	\$0.00	\$0.00	\$0.00	\$25,048.16	\$0.00	\$4,127.08	
FIRE DEPT RESERVE (TruckFund)	\$0.00	\$0.00	\$0.00	\$257,587.61	\$0.00	\$257,587.61	
PINE TREE PARK (209)	\$53,935.16	\$4,790.12	\$49,145.04	\$5,000.00	\$0.00	\$5,000.00	
WATER SINKING FUND	\$0.00	\$0.00	\$0.00	\$150,259.63	\$0.00	\$150,259.63	
PUBLIC WORKS RESERVE FUND	\$0.00	\$0.00	\$0.00	\$12,833.18	\$0.00	\$12,833.18	
Fire Dept Special Equip Fund	\$266,268.72	\$0.00	\$266,268.72	\$26,275.43	\$0.00	\$26,275.43	
2018 Revolving Loan Fund (NEW)	\$0.00	\$0.00	\$0.00	\$101,826.07	\$0.00	\$101,826.07	
2006 GO BOND (307)	\$56,713.22	\$36,743.75	\$19,969.47	\$33,368.75	\$0.00	\$33,368.75	
2009A Refunding Bond (309)	\$34,907.73	\$0.00	\$34,907.73	\$13,942.37	\$0.00	\$13,942.37	
2011 Industrial Lane IntraLoan (311)	\$12,167.40	\$0.00	\$12,167.40	\$0.00	\$0.00	\$0.00	
2014A Disposal System Loan (314)	\$25,222.97	\$7,810.00	\$17,412.97	\$0.00	\$0.00	\$0.00	
2017A Disposal System Project/Sum/Main	\$33,281.20	\$0.00	\$33,281.20	\$0.00	\$0.00	\$0.00	
2017A Disposal Sys Loan (317)	\$20,138.21	\$8,820.75	\$11,317.46	\$0.00	\$0.00	\$0.00	
2017 PFA Debt Sys Bond Debt Service (320)	\$45,244.85	\$0.00	\$45,244.85	\$0.00	\$0.00	\$0.00	
2018 Frontage /Pine Ave Internal Loan (325)	\$4,657.58	\$0.00	\$4,657.58	\$0.00	\$0.00	\$0.00	
TAX INCREMENT FINANCING (376)	\$104,993.37	\$0.00	\$104,993.37	\$0.00	\$0.00	\$0.00	
WATER FUND (601)	\$234,420.79	\$67,385.81	\$167,034.98	\$0.00	\$0.00	\$0.00	
SEWER FUND (602)	\$122,950.15	\$23,081.79	\$99,868.36	\$0.00	\$0.00	\$0.00	
LIQUOR FUND (609)	\$327,100.77	\$71,351.23	\$255,749.54	\$0.00	\$0.00	\$0.00	
LIQUOR RENT FUND	\$22,848.42	\$0.00	\$22,848.42	\$0.00	\$0.00	\$0.00	
GOLF COURSE (613)	(\$115,044.52)	\$10,861.22	(\$125,905.74)	\$0.00	\$0.00	\$0.00	
Total:	\$1,517,309.22	\$263,308.62	\$1,254,000.60	\$831,356.37	\$0.00	\$831,356.37	\$2,085,356.97

Transfer Recommended:

Fund Transfer from:	Fund transfer to:	Reason:	Amount of Transfer:
DW Liquor Fund	DW General Fund	Budgeted 2020 transfer	\$35,000.00

2021 Bond Payments:	Principal:	Interest:	Fees:	Total:
2012A General Obligation Bond	\$55,000.00	\$9,131.25	\$0.00	\$64,131.25
2006A General Obligation Bond Payment	\$35,000.00	\$1,743.75	\$0.00	\$36,743.75
2019 Micro Loan Payment (MN Rural Water)	\$16,000.00	\$820.75	\$0.00	\$16,820.75
2014A General Obligation Bond (MN Rural Water)	\$10,000.00	\$810.00	\$0.00	\$10,810.00
2011 Industrial Lane Internal Loan	\$4,983.35	\$0.00	\$0.00	\$4,983.35
2019 Frontage & Pine Avenue Internal Loan	\$2,479.79	\$714.23	\$0.00	\$3,194.02

CITY OF BLACKDUCK

Monthly Bills

December 2020

Check Name	Amount		
Fund 101 GENERAL FUND		TIMBERLINE SPORTS, INC	\$48.26
Marco Technologies LLC	\$168.32	WIDSETH	\$4,756.00
BELTRAMI ELECTRIC COOP	\$4,009.05	Ziegler Inc	\$7,740.00
BLACKDUCK AMBULANCE ASSOC.	\$337.98	Fund 601 WATER FUND	\$67,385.81
BLACKDUCK AUTO PARTS, INC	\$713.43	Fund 602 SEWER FUND	
BOGARTS REPAIR AND RECOVERY	\$397.86	ACME Tools	\$139.99
EVOLVE CREATIVE LLC	\$235.00	BANK OF ZUMBROTA	\$8,000.00
FORUM COMMUNICATIONS CO	\$63.18	BELTRAMI ELECTRIC COOP	\$902.32
GM FINANCIAL	\$14,237.58	FRONTIER REPAIR	\$162.12
NORTH STAR ELECTRIC	\$93.57	Gopher State One Call	\$2.02
NORTHWOODS LUMBER CO	\$131.11	PAUL BUNYAN COMMUNICATIONS	\$35.34
PAUL BUNYAN COMMUNICATIONS	\$936.81	PINE ISLAND BANK	\$3,000.00
QUILL CORPORATION	\$1,067.14	WIDSETH	\$4,757.00
RATWIK, ROSZAK & MALONEY, P.A.	\$1,095.00	Ziegler Inc	\$6,083.00
ROGER'S TWO WAY RADIO	\$81.00	Fund 602 SEWER FUND	\$23,081.79
RUDYS REPAIR	\$2,473.98	Fund 609 MUNICIPAL LIQUOR FUND	
TIMBERLINE SPORTS, INC	\$1,120.21	AMERIPRIDE LINEN & APPAREL	\$536.15
VERIZON WIRELESS	\$517.08	BELTRAMI ELECTRIC COOP	\$2,019.57
WIDSETH	\$4,732.00	BEMIDJI COCA-COLA	\$322.15
Fund 101 GENERAL FUND	\$32,410.30	BERNATELLOS	\$111.00
Fund 201 CEMETERY FUND		BERNICK	\$6,892.05
TIMBERLINE SPORTS, INC	\$53.65	BLACKDUCK FAMILY FOODS	\$1,453.51
Fund 201 CEMETERY FUND	\$53.65	Breakthru Beverage	\$626.13
Fund 209 PINE TREE PARK FUND		C&L DISTRIBUTING	\$22,319.05
BELTRAMI ELECTRIC COOP	\$104.81	D & D BEVERAGE BRAIN	\$348.00
WASTE MANAGEMENT OF WI-MN	\$88.31	GUARDIAN PEST CONTROL	\$128.07
Ziegler Inc	\$4,597.00	HEGGIES PIZZA LLC	\$238.50
Fund 209 PINE TREE PARK FUND	\$4,790.12	HENRYS	\$800.12
Fund 307 2006 GO BONDS		JOHNSON BROTHERS LIQUOR CO.	\$9,095.39
EHLERS AND ASSOCIATES	\$36,743.75	MIKINNON CO., INC	\$8,083.50
Fund 307 2006 GO BONDS	\$36,743.75	MOTION TECHNOLOGY, INC	\$196.80
Fund 314 2014A DISP SYS BOND DEBT SERV		NEI BOTTLING INC	\$51.94
PINE ISLAND BANK	\$7,810.00	NORTHWOODS ICE, INC	\$176.40
Fund 314 2014A DISP SYS BOND DE	\$7,810.00	NORTHWOODS LUMBER CO	\$28.79
Fund 317 2017A DISP SYS BOND DEBT SERV		OLD DUTCH	\$90.72
BANK OF ZUMBROTA	\$8,820.75	PAUL BUNYAN COMMUNICATIONS	\$303.67
Fund 317 2017A DISP SYS BOND DE	\$8,820.75	PAUSTIS WINE COMPANY	\$234.00
Fund 601 WATER FUND		Phillips Wine and Spirits	\$691.69
BELTRAMI ELECTRIC COOP	\$1,060.27	REINHART FOODSERVICE LLC	\$1,674.41
EHLERS AND ASSOCIATES	\$53,756.25	Southern Glazer's of MN	\$1,121.95
Gopher State One Call	\$2.03	TCF NATIONAL BANK	\$7,153.75
MN DEPT OF HEALTH	\$23.00	TOTAL REGISTER SYSTEMS, INC	\$1,707.26
		US FOODS	\$116.57

Check Name	Amount
WIDSETH	\$4,760.00
WINE MERCHANTS	\$70.09
Fund 609 MUNICIPAL LIQUOR FUN	\$71,351.23
Fund 613 GOLF COURSE	
BELTRAMI ELECTRIC COOP	\$416.80
EHLERS AND ASSOCIATES	\$10,375.00
PAUL BUNYAN COMMUNICATIONS	\$69.42
Fund 613 GOLF COURSE	\$10,861.22
	\$263,308.62

Sewer Fund

Year to Date Income Statement thru 12/31/2020

Sewer Operating Revenue:		Budget
Reimbursements	\$1,094.27	\$0.00
Insurance Proceeds	\$6,675.00	\$750.00
Interest Earnings	\$1,217.31	\$0.00
Sewer Sales	\$192,893.87	\$179,485.00
Farm Lease Agreement Revenue	\$6,098.00	\$6,098.00
COVID CARES FUNDING	\$4,725.96	\$0.00
Swr Penalty	\$1,415.20	\$1,500.00
Charges for Service	\$2,975.00	\$1,000.00
Total Sewer Revenues	\$217,094.61	\$188,833.00

Sewer Operating Expenditures:		Budget	Remaining
Full-Time Employees Regular	\$68,024.02	\$66,492.00	(\$1,532.02)
Part-Time Employees	\$727.59	\$672.00	(\$55.59)
PERA	\$5,119.66	\$4,925.00	(\$194.66)
FICA	\$5,187.07	\$5,023.00	(\$164.07)
Employer Paid Health	\$13,554.82	\$13,971.00	\$416.18
Office Supplies (GENERAL)	\$13.48	\$200.00	\$186.52
Electricity	\$20,366.86	\$16,500.00	(\$3,866.86)
Training and Instruction	\$0.00	\$500.00	\$500.00
Operating Supplies (GENERAL)	\$357.42	\$500.00	\$142.58
Motor Fuels	\$1,160.25	\$1,750.00	\$589.75
Lubricants and Additives	\$46.62	\$500.00	\$453.38
Repairs/Maint Supply	\$871.63	\$1,000.00	\$128.37
Equipment Parts	\$0.00	\$0.00	\$0.00
Tires	\$0.00	\$0.00	\$0.00
Merchandise Resale	\$0.00	\$0.00	\$0.00
Building Repair Supply	\$0.00	\$0.00	\$0.00
Utility Maint Supply	\$0.00	\$0.00	\$0.00
Small Tools	\$139.58	\$600.00	\$460.42
Auditing and Acc't	\$3,500.00	\$3,500.00	\$0.00
Engineering fees	\$15,871.76	\$4,000.00	(\$11,871.76)
Architect Fees	\$1,014.00	\$0.00	(\$1,014.00)
Testing/Analysis	\$773.00	\$1,000.00	\$227.00
Other Professional Services	\$3,333.00	\$1,500.00	(\$1,833.00)
Telephone	\$315.01	\$500.00	\$184.99
Postage	\$528.00	\$500.00	(\$28.00)
Travel Expense	\$128.65	\$750.00	\$621.35
Other Printing/Binding	\$0.00	\$0.00	\$0.00
Freight and Express	\$0.00	\$0.00	\$0.00
Legal Notices/Publications	\$0.00	\$0.00	\$0.00
General Liability Insurance	\$1,969.44	\$2,000.00	\$30.56
Property Insurance	\$3,136.00	\$1,500.00	(\$1,636.00)
Other Insurance	\$0.00	\$0.00	\$0.00
Automotive Insurance	\$0.00	\$0.00	\$0.00
Workers Compensation	\$2,444.03	\$2,500.00	\$55.97
Unemployment Paid	\$0.00	\$0.00	\$0.00
State Connection Fee	\$0.00	\$0.00	\$0.00
Repairs/Maint Building	\$0.00	\$0.00	\$0.00
Repairs/Maintenance Structure	\$7,001.65	\$10,000.00	\$2,998.35
Repairs/Maintenance Machinery	\$165.95	\$0.00	(\$165.95)
Dues and Subscriptions	\$4,482.76	\$3,500.00	(\$982.76)
Interfund transfer	\$1,283.00	\$0.00	(\$1,283.00)
Medical Fees	\$16.00	\$0.00	(\$16.00)
Other Equipment (irrigator)	\$19,708.00	\$6,700.00	(\$13,008.00)
Total Sewer Expenditures	\$181,239.25	\$150,583.00	(\$30,656.25)

		Budget	Remaining
2019 Micro Loan Principal	\$3,000.00	\$10,000.00	\$7,000.00
2019 Micro Loan Interest	\$0.00	\$1,877.50	\$1,877.50
Debt Srv Principal 2014 Go Bond	\$3,000.00	\$3,000.00	\$0.00
Depreciation/Capital Outlay	\$25,000.00	\$25,000.00	\$0.00
Total	\$31,000.00	\$39,877.50	\$8,877.50

Net Total \$4,855.36 \$190,460.50 (\$21,778.75)

Water Fund

Year to Date Income Statement thru 12/31/2020

Water Operating Revenue:	Budget:	
Water Meter Sales	\$0.00	\$0.00
Health Dept Charges	\$1,841.58	\$2,994.00
Penalties and Interest	\$2,533.41	\$2,000.00
Water Sales	\$206,028.85	\$216,473.00
Water Connect/Reconnect Fee	\$1,154.48	\$1,000.00
Water Penalty	\$1,505.20	\$1,750.00
COVID CARES FUNDING	\$3,553.44	\$0.00
Interest Earnings	\$0.00	\$0.00
Reimbursements	\$784.92	\$0.00
Total Water Revenues	\$217,401.88	\$224,217.00

Water Operating Expenditures:	Year to Date	Budget	Remaining
Full-Time Employees Regular	\$61,864.01	\$61,965.00	\$100.99
Full-Time Employees OT	\$2,835.69	\$1,500.00	(\$1,335.69)
Part-Time Employees	\$4,186.50	\$1,344.00	(\$2,842.50)
PERA	\$4,913.64	\$4,748.00	(\$165.64)
FICA	\$5,199.11	\$4,843.00	(\$356.11)
Employer Paid Health	\$12,973.81	\$13,400.00	\$426.19
Office Supplies (GENERAL)	\$21.00	\$300.00	\$279.00
Printed Forms	\$0.00	\$0.00	\$0.00
Electricity	\$13,482.79	\$11,000.00	(\$2,482.79)
Computer Supplies	\$0.00	\$0.00	\$0.00
Training and Instruction	\$0.00	\$750.00	\$750.00
Operating Supplies (GENERAL)	\$3,076.07	\$1,600.00	(\$1,476.07)
Cleaning Supplies	\$0.00	\$0.00	\$0.00
Motor Fuels	\$1,000.00	\$1,000.00	\$0.00
Lubricants and Additives	\$0.00	\$0.00	\$0.00
Chemicals	\$0.00	\$0.00	\$0.00
Chlorine	\$6,096.34	\$7,000.00	\$903.66
Fluoride	\$1,314.31	\$1,000.00	(\$314.31)
Repairs/Maint Supply	\$58.47	\$0.00	(\$58.47)
Equipment Parts	\$0.00	\$0.00	\$0.00
Building Repair Supply	\$0.00	\$0.00	\$0.00
Utility Maint Supply	\$0.00	\$0.00	\$0.00
Small Tools	\$47.57	\$500.00	\$452.43
Merchandise for Resale	\$0.00	\$750.00	\$750.00
Auditing and Acc't	\$3,500.00	\$3,500.00	\$0.00
Architect/Legal Fees	\$1,014.00	\$0.00	(\$1,014.00)
Testing/Analysis	\$0.00	\$0.00	\$0.00
Engineering Fees	\$16,548.26	\$4,000.00	(\$12,548.26)
Professional Services	\$3,767.50	\$1,000.00	(\$2,767.50)
Other Professional Services	\$1,010.00	\$1,000.00	(\$10.00)
Telephone	\$46.74	\$500.00	\$453.26
Postage	\$793.56	\$750.00	(\$43.56)
Travel Expense	\$59.45	\$750.00	\$690.55
Other Equipment Rentals	\$7,740.00	\$0.00	(\$7,740.00)
Legal Notices/Publications	\$0.00	\$0.00	\$0.00
General Liability Insurance	\$355.72	\$325.00	(\$30.72)
Property Insurance	\$1,870.00	\$1,600.00	(\$270.00)
Workers Compensation	\$1,968.47	\$2,000.00	\$31.53
Unemployment Paid	\$0.00	\$0.00	\$0.00
State Connection Fee	\$2,748.00	\$2,994.00	\$246.00
Repairs/Maint Building	\$0.00	\$0.00	\$0.00
Repairs/Maintenance Structure	\$8,117.62	\$12,000.00	\$3,882.38
Repairs/Maintenance Machinery	\$623.13	\$2,500.00	\$1,876.87
Dues and Subscriptions	\$3,394.93	\$3,000.00	(\$394.93)
Uncollectable Checks/Bad Debt	\$481.07	\$200.00	(\$281.07)
Medical Fees	\$16.00	\$0.00	(\$16.00)
Miscellaneous	\$901.48	\$0.00	(\$901.48)
Bank Service Charges	\$1,072.13	\$500.00	(\$572.13)
Total Water Expenditures	\$173,097.37	\$148,319.00	(\$24,778.37)

Other Water Expenditures:	Budget	Remaining
Transfer Fr Other Fund	\$0.00	\$0.00
PFA Debt Service Principal	\$0.00	\$3,000.00
PFA Debt Service Interest	\$0.00	\$104.50
Debt Service Bond Principal	\$45,000.00	\$45,000.00
Debt Service Bond Interest	\$17,794.75	\$17,793.75
Depreciation/Capital Outlay	\$10,000.00	\$10,000.00
Total	\$72,794.75	\$75,898.25

Net Total	(\$28,490.24)	\$224,217.25	-\$24,779.37
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Pine Tree Park
Year to Date Income Statement thru 12/31/2020

PTP Revenues	2020	Beach	2019
Reservation Fees	\$975.00		\$914.00
Grants	\$11,000.00		\$11,000.00
Camping Fees	\$13,013.00		\$15,113.50
Other Revenue	\$487.15		\$233.45
Contributions and Donations	\$35,728.00	\$35,728.00	\$11,500.00
COVID CARES FUNDING	\$419.28		\$0.00
Interest Earnings	\$852.09		\$758.16
Total PTP Revenues	\$62,474.52	\$35,728.00	\$39,519.11

PTP Expenditures	2020 YTD	Beach	2019 YTD	2020 Budget	Remaining
Full-Time Employees Regular	\$4,181.03		\$3,840.58	\$4,182.00	\$0.97
Part-Time Employees Regular	\$1,657.14		\$1,311.64	\$1,680.00	\$22.86
PERA	\$421.21		\$375.99	\$295.00	(\$126.21)
FICA	\$434.52		\$381.99	\$430.00	(\$4.52)
Employer Paid Health	\$808.40		\$754.65	\$806.00	(\$2.40)
Office Supplies	\$177.99		\$8.75	\$0.00	(\$177.99)
Electricity	\$2,428.33		\$3,060.51	\$2,700.00	\$271.67
Operating Supplies (GENERAL)	\$565.38		\$714.22	\$800.00	\$234.62
Cleaning Supplies	\$0.00		\$20.05	\$0.00	\$0.00
Motor Fuels	\$675.11		\$900.00	\$1,000.00	\$324.89
Repairs/Maint Supply	\$328.54		\$635.67	\$750.00	\$421.46
Equipment Parts	\$261.92		\$185.62	\$200.00	(\$61.92)
Other Professional Services	\$450.00		\$950.00	\$500.00	\$50.00
Postage	\$91.30	\$91.30	\$0.00	\$0.00	(\$91.30)
Advertising	\$0.00		\$397.50	\$500.00	\$500.00
Other Printing/Binding	\$0.00		\$0.00	\$0.00	\$0.00
General Liability Insurance	\$711.44		\$628.16	\$600.00	(\$111.44)
Property Insurance	\$3,073.00		\$1,902.00	\$2,000.00	(\$1,073.00)
Workers Compensation Insurance	\$0.00		\$0.00	\$0.00	\$0.00
Garbage	\$1,830.67		\$1,573.08	\$1,750.00	(\$80.67)
Repairs/Maint Building	\$14,492.61		\$1,046.14	\$17,000.00	\$2,507.39
Repairs/Maintenance Structure	\$47.20		\$0.00	\$0.00	(\$47.20)
Improvements Other	\$23,562.02	\$22,526.16	\$208.29	\$500.00	(\$23,062.02)
Repairs/Maintenance Machinery	\$888.21		\$368.38	\$1,500.00	\$611.79
Other Equipment	\$4,597.00		\$0.00	\$0.00	(\$4,597.00)
Depreciation	\$5,000.00		\$0.00	\$5,000.00	\$0.00
Miscellaneous - Refunds	\$95.00		\$0.00	\$0.00	(\$95.00)
Dues and Subscriptions	\$680.00		\$1,207.25	\$375.00	(\$305.00)
Total PTP Expenditures	\$67,458.02	\$22,617.46	\$20,470.47	\$42,568.00	(\$24,890.02)
Net Profit	(\$4,983.50)	\$13,110.54	\$19,048.64		
Total	(\$4,983.50)	\$13,110.54	\$19,048.64		

Blackduck Municipal Golf Course
Year-To-Date Income Statement 12/31/2020

	Sales	Cost of Goods	Gross Profit	Gross Margin	Budget	Remaining
Beer	\$4,244.37	\$2,045.50	\$2,198.87	51.81%	\$3,000.00	\$954.50
Soft Drinks	\$3,688.27	\$2,354.13	\$1,334.14	36.17%	\$3,000.00	\$645.87
Food	\$1,523.57	\$1,163.11	\$360.46	23.66%	\$1,500.00	\$336.89
Golf Merchandise	\$1,243.06	\$657.17	\$585.89	47.13%	\$1,000.00	\$342.83
Clothing	\$311.00	\$476.62	(\$165.62)	-53.25%	\$500.00	\$23.38
Total	\$11,010.27	\$6,696.53	\$4,313.74	39.18%	\$9,000.00	\$2,303.47

Charges for Services

Green Fees		\$44,293.69
Membership Fees		\$15,882.50
Trail Fees		\$614.90
Cart Storage		\$5,142.33
Rentals (Clubs, Carts)		\$375.62
Power Carts		\$26,910.95
Clubhouse Rental		\$200.00
Golf Tournament Revenue		\$40.00
Total Charges for Services		\$93,459.99

Total Income \$104,470.26

Less Operating Expense

		Budget	Remaining
Wages	\$59,676.74	\$55,000.00	(\$4,676.74)
PERA	\$3,152.34	\$2,225.00	(\$927.34)
FICA	\$4,565.39	\$4,250.00	(\$315.39)
Office Supplies	\$0.00	\$0.00	\$0.00
Heating Fuel	\$0.00	\$0.00	\$0.00
Electricity	\$4,079.85	\$6,000.00	\$1,920.15
Training & Instructions	\$0.00	\$0.00	\$0.00
Operating Supplies	\$1,924.99	\$2,200.00	\$275.01
Cleaning Supplies	\$0.00	\$0.00	\$0.00
Motor Fuels	\$2,798.53	\$3,500.00	\$701.47
Lubricants/Additives	\$0.00	\$0.00	\$0.00
Chemicals	\$4,298.63	\$5,000.00	\$701.37
Repair/Maint/Supplies	\$89.58	\$0.00	(\$89.58)
Equipment parts	\$0.00	\$0.00	\$0.00
Building Repair supply	\$0.00	\$0.00	\$0.00
Small Tools/Equipment	\$0.00	\$0.00	\$0.00
Tires	\$0.00	\$0.00	\$0.00
Auditing/Accounting	\$0.00	\$0.00	\$0.00
Medical Fees	\$544.00	\$500.00	(\$44.00)
Dram	\$750.00	\$750.00	\$0.00
Telephone	\$641.68	\$600.00	(\$41.68)
Cable Television	\$579.00	\$375.00	(\$204.00)
Other Equipment	\$0.00	\$0.00	\$0.00
Other Professional services	\$0.00	\$0.00	\$0.00
Postage	\$95.70	\$50.00	(\$45.70)
Advertising	\$0.00	\$0.00	\$0.00
Liability Insurance	\$2,578.98	\$2,000.00	(\$578.98)
Property Insurance	\$2,397.00	\$3,600.00	\$1,203.00
Work Comp	\$515.02	\$550.00	\$34.98
Unemployment	\$4,720.00	\$4,500.00	(\$220.00)
Insurance	\$0.00	\$0.00	\$0.00
Garbage Disposal	\$478.74	\$700.00	\$221.26
Repair/Maint Building	\$464.64	\$1,200.00	\$735.36
Repair/Main Structure	\$0.00	\$0.00	\$0.00
Repairs/Maint Machinery	\$6,098.82	\$5,000.00	(\$1,098.82)
Maintenance Course	\$4,639.32	\$3,000.00	(\$1,639.32)
Motor Vehicles	\$75.00	\$1,500.00	\$1,425.00
Cart Shed Expenses	\$2,380.99	\$0.00	(\$2,380.99)
Miscellaneous	\$0.00	\$0.00	\$0.00
Dues and Subscriptions	\$4,053.00	\$1,500.00	(\$2,553.00)
Bank Service Charges	\$1,709.26	\$1,300.00	(\$409.26)
Debt Service Bond Principal	\$10,000.00	\$10,000.00	\$0.00
Interest	\$811.50	\$811.50	\$0.00
Equipment Bond Interest 2016	\$1,863.50	\$1,862.50	(\$1.00)
Equipment Bond Principal 2016	\$13,000.00	\$13,000.00	\$0.00
Total Expense	\$138,982.20	\$130,974.00	(\$8,008.20)

OPERATING INCOME OR LOSS (\$41,208.47)

Other Expenses

Misc. Expenses	\$160.00
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Equipment - Gator	\$0.00
Management Fee	\$0.00
Capital Improvements	\$0.00
Transfer to General	\$0.00
Cash Short	\$59.24
Total Other Expenses	\$219.24

Other Income	
General Property taxes	\$17,187.81 <i>includes December 2020 property tax settlement</i>
Transfer Fr Liq Str	\$10,000.00
COVID CARES FUNDING	\$3,614.53
Reimbursements	\$3,042.46
Donations and Contributions	\$2,000.00
Cash Over	\$35.02
Tee Box Revenue	\$2,250.00
Total Other Income	\$38,129.82

NET INCOME OR LOSS YEAR TO DATE **(\$3,297.89)**

Sales Comparison YTD	2019 thru November	2020
Green Fees	\$35,789.41	\$44,293.69

YTD Comparisons:	2019	2020
Operating Revenue	\$117,942.80	\$142,600.08
Operating Expense	\$155,664.04	\$145,897.97
	(\$37,721.24)	(\$3,297.89)

Blackduck Municipal Liquor Store Income Statement
Year to Date Ending 12/31/2020

793516.13

	Sales	Cost of Goods	Gross Profit	
Liquor Sales Off-Sale	\$312,555.32	\$221,489.77	\$91,065.55	29.14%
Beer Sales Off-Sale	\$565,869.96	\$410,588.45	\$155,281.51	27.44%
Wine Sales Off-Sale	\$52,175.32	\$30,035.83	\$22,139.49	42.43%
Other Sales On/Off-Sale	\$16,916.26	\$11,892.40	\$5,023.86	29.70%
Liquor Sales On-Sale	\$71,109.29	\$17,682.14	\$53,427.15	75.13%
Beer Sales On-Sale	\$91,002.10	\$20,131.62	\$70,870.48	77.88%
Wine Sales On-Sale	\$809.10	\$367.92	\$441.18	54.53%
Cigarette Sales	\$1,567.33	\$1,162.27	\$405.06	25.84%
Clothing	\$4,864.83	\$2,846.52	\$2,018.31	41.49%
Soft Drinks On Sale	\$13,379.46	\$10,006.61	\$3,372.85	25.21%
Food Sales	\$150,926.13	\$85,134.90	\$65,791.23	43.59%

GPM

Total **\$1,281,175.10** **\$811,338.43** **\$469,836.67** **36.67%**

Less Operating Expense	2020 YTD	Budget	Remaining
Wages FT	\$76,492.88	\$67,252.58	(\$9,240.30)
Wages PT	\$111,974.63	\$123,804.00	\$11,829.37
PERA	\$13,515.92	\$13,959.00	\$443.08
FICA	\$15,775.85	\$14,516.00	(\$1,259.85)
Health Insurance	\$19,180.20	\$14,022.00	(\$5,158.20)
Office Supplies	\$854.03	\$900.00	\$45.97
Electricity	\$28,498.80	\$23,000.00	(\$5,498.80)
Heating Fuel	\$943.25	\$0.00	(\$943.25)
Computer Supplies	\$0.00	\$0.00	\$0.00
Training and Instruction	\$63.65	\$500.00	\$436.35
Operating & Bar Supplies	\$25,500.96	\$12,000.00	(\$13,500.96)
Cleaning Supplies	\$0.00	\$0.00	\$0.00
Bar Supply	\$278.41	\$0.00	(\$278.41)
Building Repair Supplies	\$0.00	\$0.00	\$0.00
Mix Expense	\$7,114.99	\$9,000.00	\$1,885.01
Auditing / Acct'g Services	\$6,050.25	\$6,500.00	\$449.75
Architect Fees	\$4,760.00	\$0.00	(\$4,760.00)
Other Professional Services/Cleaning	\$4,646.00	\$0.00	(\$4,646.00)
Telephone	\$1,926.14	\$1,400.00	(\$526.14)
Postage	\$110.00	\$400.00	\$290.00
Cable Television	\$1,596.45	\$1,350.00	(\$246.45)
Internet Access	\$1,064.35	\$1,400.00	\$335.65
Travel Expense	\$0.00	\$500.00	\$500.00
Freight	\$5,373.40	\$5,000.00	(\$373.40)
Advertising	\$0.00	\$0.00	\$0.00
Promotions/Entertainment	\$6,323.76	\$10,000.00	\$3,676.24
Legal Notices	\$0.00	\$0.00	\$0.00
Liability Insurance	\$2,578.98	\$2,300.00	(\$278.98)
Property Insurance	\$7,298.00	\$7,200.00	(\$98.00)
Dram Shop/ Liquor Liability	\$4,614.00	\$4,500.00	(\$114.00)
Other Insurance	\$0.00	\$0.00	\$0.00
Work Comp	\$4,686.50	\$5,000.00	\$313.50
Water Utility	\$2,038.50	\$2,700.00	\$661.50
Garbage Disposal	\$5,207.90	\$6,000.00	\$792.10
Catering Expense	\$61.52	\$0.00	(\$61.52)
Repairs & Maintenance	\$0.00	\$0.00	\$0.00
Repairs/Maintenance Building	\$42,271.43	\$40,000.00	(\$2,271.43)
Uncollectable Checks	\$0.00	\$200.00	\$200.00
Dues and Subscriptions	\$7,648.52	\$3,500.00	(\$4,148.52)
Bank Service Charges	\$23,903.05	\$15,500.00	(\$8,403.05)
Furniture & Fixtures	\$8,594.22	\$5,000.00	(\$3,594.22)
Office Equip & Furnishings	\$0.00	\$0.00	\$0.00
Improvements Other	\$0.00	\$0.00	\$0.00
Building & Structures	\$0.00	\$15,000.00	\$15,000.00
Medical Fees	\$336.00	\$350.00	\$14.00
Assessment	\$1,135.72	\$2,554.00	\$1,418.28
Other Equipment	\$11,337.63	\$2,000.00	(\$9,337.63)
Total Operating Expense	\$453,755.89	\$417,307.58	(\$36,448.31)
Inventory Expense		(\$17,822.30)	
NET INCOME OR LOSS		\$33,903.08	
Other Expenses			
Donations	\$7,313.08		
Capital Outlay	\$0.00		
Unemployment Paid	\$790.84		
Cash Short	\$5.85		
Misc. Expense	\$100.00		
Total Other Expenses	\$8,209.77		
Other Income			
Reimbursements (NSF)	\$3,308.45		
Rent Income	\$7,816.60		
Vending Income	\$1,969.35		
Interest	\$3,400.31		
Catering Revenue	\$2,631.11		
COVID CARES FUNDING	\$10,719.24		
Cash Over	\$758.94		
Total Other Income	\$30,604.00		

Gross Profit Before Transfers	\$56,297.31
Transfer to General Fund & Other Funds	\$87,500.00
Net Profit After Inventory Exp & Transfers	(\$31,202.69)

Inventory On-Hand at 1/1/2020 after inventory total	\$107,545.49
Inventory On-Hand at 12/31/2020	\$99,427.72
Difference	(\$8,117.77)

Sales Comparison Year to Date Ending 12/31/2020

	2018	2019	2020	% of Increase from 2019-2020
Off-Sale Liquor	\$241,782.08	\$259,539.96	\$312,555.32	20.43%
Off-Sale Beer	\$468,926.18	\$473,541.10	\$565,869.96	19.50%
Off-Sale Wine	\$42,937.65	\$45,995.88	\$52,175.32	13.43%
Total Off-Sale	\$753,645.91	\$779,076.94	\$930,600.60	19.45%
On-Sale Liquor	\$114,451.02	\$125,587.54	\$71,109.29	-43.38%
On-Sale Beer	\$143,834.90	\$160,316.08	\$91,002.10	-43.24%
On-Sale Wine	\$1,248.89	\$1,529.49	\$809.10	-47.10%
Total On-Sale	\$259,534.81	\$287,433.11	\$162,920.49	-43.32%
Total On and Off Sale	\$1,013,180.72	\$1,066,510.05	\$1,093,521.09	2.53%
Total Food Sales	\$100,455.67	\$126,058.09	\$150,926.13	19.73%
Gross Liquor Store Sales Comparison COVID-19	\$1,177,798.08	\$1,257,835.64	\$1,243,602.31	-1.13%

Month End Remittance Report for December 2020

STATE OF MINNESOTA

Check Number: 888888 Printed: 1/4/2021 Account: First National Bank of Bemidji Checking (Swept)

Beltrami County

County Revenue

Line	GL Account	Statute	Inter-Agency Nbr	Amount
1a	Law Library-Civil	M.S. 134A.10 S1		840.00
1b	Law Library - Criminal	M.S. 134A.10 S3		2,380.00
2	Sheriff's Contingency Fund	M.S 387.213		562.50
9	Prosecution Costs	M.S. 631.48; 609.49		300.00
10	DWI Assessment/County	M.S. 169A.285		302.08
County Revenue Total				\$4,384.58

Municipalities

GL Account	Statute	Inter-Agency Nbr	Amount
DWI Assessment/Bemidji			1,154.83
Bemidji 100%			40.00
Bemidji 2/3			4,891.23
Bemidji 1st Late Penalty			26.65
Bemidji 2nd Late Penalty			58.32
Sub-Total			\$6,171.03

GL Account	Statute	Inter-Agency Nbr	Amount
Blackduck 2/3			133.32
Blackduck 1st Late Penalty			3.33
Sub-Total			\$136.65

Municipalities Total

\$6,307.68

County Specific

Line	GL Account	Statute	Inter-Agency Nbr	Amount
1	Beltrami County DARE Advisory Board			155.57
3	Bemidji Prosecution Costs			550.00
6	Northwood Coalition Battered Women's Shelter			93.88
58	Beltrami County Victim Services			12.86
59	Support Within Reach			21.82
County Specific Total				\$834.13

MINNESOTA Lawful Gambling

LG216 Worksheet for Calculating Lawful Gambling Monthly Rent

Organization Name: **Blackduck Fire Relief** License Number: **01944**

Site Name: **POND** Site Number: **001**

(Use one worksheet for each site. If lease changes, use new worksheet)

Booth Operation Rent
 1 List the % to be paid for paper pull-tabs, tipboards, paddletickets, electronic pull-tabs and electronic linked bingo conducted by the organization's employees

Bar Operation Rent
 2 List the % to be paid for paper pull-tabs, tipboards and paddletickets conducted by the lessor or lessor's employees
 3 List the % to be paid for electronic pull-tabs and electronic linked bingo conducted by the lessor or lessor's employees

A	B		C		D	E		F	G	H
	B1	B2	C1	C2		E1	E2			
	Booth Operation		Bar Operation		Rent Limit	Bar Operation Electronic Games		Total Rent	Bar Operation	
Month and Year	Multiply the total of this month's net receipts from paper pull-tabs, electronic pull-tabs, electronic linked bingo, tipboards, and paddletickets by the amount in Box 1.		Multiply the total of this month's net receipts from paper pull-tabs, tipboards, and paddletickets by the amount in Box 2.		If an amount was entered, in Col B, enter the sum of Col B and C up to a max of \$1750. If Col B is blank, enter Col C.	Multiply the total of this month's net receipts from, electronic pull-tabs and electronic linked bingo by the amount in Box 3.		Add Columns D and E	Enter cash short for games sold from bar-op. Report amount on Sched A, line 22n. In month the Col H is paid.	Subtract Col G from Col F. This is the amount of rent to be paid. The amount is not reported on Sched A.
11/2020			5712.00	1142.40	1142.40			1142.40	(208.00)	934.40

1 This amount may not exceed 10%
 2 Enter no more than 10% if paper or electronic pull-tabs, tipboards, paddletickets (other than paddletickets without a table once weekly), or electronic linked bingo games are conducted by the organization's employees. Otherwise, enter no more than 20%.
 3 This amount may not exceed 15%.
 4 Electronic pull-tab rent is based on the receipts incurred during the month, and not on when each pull-tab deal is closed.
 5 If the amount in Column H is negative, contact your compliance specialist.

Revised 11-20 Rent Found missing tickets, I will end up owing you \$156.00

MINNESOTA Lawful Gambling

LG216 Worksheet for Calculating Lawful Gambling Monthly Rent

Organization Name
Blackduck Fire Relief

Licence Number
01944

Site Name
POND

Site Number
001

(Use one worksheet for each site. If lease changes, use new worksheet)

Booth Operation Rent
1 List the % to be paid for paper pull-tabs, tipboards, paddletickets, electronic pull-tabs and electronic linked bingo conducted by the organization's employees

1

Bar Operation Rent
2 List the % to be paid for paper pull-tabs, tipboards and paddletickets conducted by the lessor or lessor's employees

2

3 List the % to be paid for electronic pull-tabs and electronic linked bingo conducted the lessor or lessor's employees

3

20.00%

A	B1	B2	C1	C2	D	E1	E2	F	G	H
	Booth Operation		Bar Operation		Rent Limit	Bar Operation Electronic Games		Total Rent	Bar Operation	
Month and Year	Multiply the total of this month's net receipts from paper pull-tabs, electronic pull-tabs, electronic linked bingo, tipboards, and paddletickets by the amount in Box 1.		Multiply the total of this month's net receipts from paper pull-tabs, tipboards, and paddletickets by the amount in Box 2.		If an amount was entered in Col B, enter the sum of Cols B and C up to a max of \$1750. If Col B is blank, enter Col C.	Multiply the total of this month's net receipts from, electronic pull-tabs and electronic linked bingo by the amount in Box 3.	Add Columns D and E	Enter cash short for games sold from bar-op. Report amount on Sched A, line 22m. In month the Col H is paid.	Subtract Col G from Col F. This is the amount of rent to be paid. The amount is not reported on Sched A.	
11/2020			5868.00	1173.60	1173.60			1173.60	(364.00)	809.60

- This amount may not exceed 10%
- Enter no more than 10% if paper or electronic pull-tabs, tipboards, paddletickets (other than paddlewheel without a table once weekly), or electronic linked bingo games are conducted by the organization's employees. Otherwise, enter no more than 20%.
- This amount may not exceed 15%.
- Electronic pull-tab rent is based on the receipts incurred during the month, and not on when each pull-tab deal is closed.
- If the amount in Column H is negative, contact your compliance specialist.

INTOXICATING LIQUOR & WINE
ON / OFF SALE LICENSE

License is hereby Granted to

The City of Blackduck
TO SELL AT RETAIL

Intoxicating Liquor & Wine

FOR CONSUMPTION ON / OFF THE PREMISES LOCATED AT

The Pond

In the City of Blackduck, County of Beltrami, State of Minnesota
for the period commencing January 11th, 2021 and terminating December 31st, 2021
at midnight.

WITNESS THE GOVERNING BODY of the CITY OF BLACKDUCK and the seal thereof this 11th day of January 2021
The Council of the City of Blackduck

Attest:
Administrator _____

by _____
Mayor

City of Blackduck Personnel Committee

December 8, 2020 - Communications Policy Proposed Amendment

CURRENT POLICY

COMMUNICATIONS POLICY

To better serve our citizens and give our workforce the best tools to do their jobs, the City of Blackduck continues to adopt and make use of new means of communication and information exchange. Many of our employees have access to one or more forms of electronic media and services, including, but not limited to, computers, e-mail, telephones, cellular telephones, pagers, voice mail, fax machines, external electronic bulletin boards, wire services, on-line services, the Internet and the World Wide Web.

The City encourages the use of these media and associated services because they can make communication more efficient and effective and because they are valuable sources of information. This policy cannot provide rules to cover every possible situation, but will express the City's philosophy and set forth general guidelines governing the use of electronic media and services. The City's intent is to ensure that the electronic communication systems are used to their maximum potential for business purposes and not used in a way that is disruptive, offensive to others or contrary to the best interest of the City of Blackduck.

GENERAL

This policy applies to all full-time, part-time and temporary employees, contractors, volunteers, customers and all other individuals who are provided access to the City of Blackduck communication systems. This policy does not constitute a contract and revisions may be made from time to time at the discretion of the City Council. Incidental and occasional personal use of electronic communications resources is permitted if it does not interfere with the use of equipment for City purpose and is not excessive, or does not unduly interfere with an employee's work time, job activities or the job activities of other employees. All employees will be provided with a written copy of this policy.

MAIL

Personal mail items may be included with the City's delivery of mail to the US Post Office.

FAX

City of Blackduck employees may use the City's fax machine on lunch breaks, rest breaks, before work hours, or after work hours to fax personal communications. No charge will apply to local faxes. Employees will reimburse the City for the cost of any long distance faxes on a monthly basis.

TELEPHONE

Personal telephone calls shall be kept as brief as possible and shall be made during lunch breaks or rest breaks whenever possible. No charge will apply to local calls. Employees may use their own personal phones to make long distance calls or will reimburse the City for the cost of long distance calls on a monthly basis. Incoming personal calls or messages may be answered by the employee, but shall be kept as brief as possible. If an incoming message or call represents an emergency, City staff will make every effort to contact the employee immediately.

CELLULAR PHONE

General Policy

Cellular telephones are intended for the use of City employees in the conduct of their work for the City. Department heads are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit department head discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained or outside employment is served.

A department head may authorize an employee to use his/her own personal phone for City business and be reimbursed by the City for those calls. An employee will not be reimbursed for business related calls without prior authorization from his/her department head. Department heads may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by City employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the department head.

All personal calls made by employees on a City-provided cellular phone must be paid for by the employee through reimbursement to the City based on actual cost listed on the City’s phone bill. Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible. Certain employees, due to the nature of their job, shall be excluded from this requirement, in that personal calls are permitted. It is the responsibility of the employee to make every effort to keep the personal use of a City-provided cell phone limited.

Use of personal phones instead of using a City-provided cell phone is another option for City employees. The following positions shall be reimbursed the following amounts for reimbursement of their personal cellphones for business use:

City Administrator	\$40.00 (data and voice)
Public Works Supervisor	\$40.00 “
Chief of Police	\$40.00 “
Liquor Store Mgr	\$40.00 “
Golf Course Mgr	\$20.00 (voice)
Maintenance Worker 1 (non seasonal)	\$20.00 “
Maintenance Worker 2(non-seasonal)	\$20.00 (voice) updated 4/18/2014
Patrol	\$20.00 “

Commented [CR1]: Amend policy to delete Chief of Police reimbursement – department issued phones 2020

Commented [CR2]: Amend policy to add Assistant Liquor Store Mgr - \$40.00 (data & voice)

Commented [CR3]: Amend policy to Delete Patrol reimbursement – department issued phones 2020

Procedures

It is the objective of the City of Blackduck to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action and or reimburse the City.

Responsibility

The City Administrator, or designee, will have primary responsibility for implementation and coordination of this policy. All department heads will be responsible for enforcement within their departments.

December 7, 2020

Christina Regas, City Administrator
City of Blackduck, Minnesota
8 Summit Ave NE
PO Box 380
Blackduck, MN 56630-0380

Re: Written Municipal Advisor Client Disclosure with the City of Blackduck (“Client”) Pursuant to
MSRB Rule G-42

Dear Christina:

In order for Ehlers & Associates, Inc., (“Ehlers & Associates” or the “Municipal Advisor”) to engage in municipal advisory activities (as defined in the Securities Exchange Act and MSRB rules) with Client, we are required by Municipal Securities Rulemaking Board (MSRB) Rules¹ to provide certain information and disclosures in written form (a “Municipal Advisor Disclosure”). This letter is our Municipal Advisor Disclosure to Client for the period from the date of this letter through December 31, 2021 for any municipal advisory activities unrelated to a specific project:

1. When providing municipal advisor advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care.
2. We have an obligation to fully and fairly disclose to you in writing all material conflicts of interest, including any actual or potential conflicts that might impair our ability to render advice to you in accordance with our fiduciary duty. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. Ehlers & Associates shall provide municipal advisor advice and service at the rates described in **Appendix B** attached hereto, unless a project-specific disclosure is provided to Client that sets forth fees and charges related to a specific scope of engagement.

This documentation and all appendices hereto shall be effective during the period indicated unless otherwise terminated by either party upon 30 days written notice to the other party.

This Municipal Advisor Disclosure will be amended or supplemented to reflect any material changes during the term of our municipal advisory relationship.

Sincerely,

Ehlers & Associates

A handwritten signature in black ink, appearing to read 'Todd Hagen', is written over a light blue horizontal line.

Todd Hagen
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers & Associates has no known actual or potential material conflicts of interest that might impair our duties and obligations to Client.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The Municipal Advisor's fees may be contingent on the [size and] successful closing of a transaction. Compensation contingent on the size of a transaction presents a conflict of interest because the Municipal Advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the Municipal Advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary or unsuitable financings to the Client. In addition, if the transaction is to be delayed or fail to close, a Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances or alternatives that may result in the cancellation of the transaction. Client may select a form of compensation that best meets the Client's needs related to a specific engagement and agreed-upon scope of services.

Any form of compensation due the Municipal Advisor will likely present specific conflicts of interest with the Client. If Client is concerned about conflicts arising from Municipal Advisor compensation contingent on size and/or closing of a transaction, Ehlers & Associates is willing to provide another form of municipal advisor compensation. The Client must notify Ehlers & Associates in writing of this request within 10 days of receipt of this Municipal Advisor Disclosure. Ehlers & Associates is required to uphold its fiduciary obligation regardless of the method of compensation.

Other Engagements or Relationships Impairing Ability to Provide Municipal Advisor Advice

Ehlers & Associates is not aware of any other engagement or relationship that might impair our duties and obligations to Client.

Affiliated Entities

Ehlers Companies is the holding company for three wholly owned subsidiaries. Ehlers & Associates is a registered municipal advisor and provides municipal advisory, as well as other financial and consulting services. Bond Trust Services Corporation (BTSC), commonly referred to as "Ehlers Paying Agent Services", provides fiscal agency services. Ehlers Investment Partners, LLC (EIP), commonly referred to as "Ehlers Investments", provides services with respect to the investment of bond proceeds and general cash accounts. While engaged as municipal advisor by Client, Ehlers & Associates may solicit those services on behalf of BTSC and EIP. If Client wishes to retain BTSC and/or EIP, a separate agreement will be provided for Client's consideration. Ehlers & Associates, BTSC and EIP do not share fees. However, compensation paid to personnel of Ehlers & Associates and its affiliates is based on the overall profitability of the Ehlers Companies and, therefore, fees earned by the affiliates of Ehlers & Associates may affect the compensation of Ehlers & Associates personnel.

Ehlers Companies does not participate in the day-to-day operations of the Municipal Advisor. A director of the Ehlers Companies is an executive at U.S. Bank National Association, a subsidiary of U.S. Bancorp, which may provide or seek to provide other financial services to the Client either directly or through an affiliate or subsidiary.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers & Associates does not use solicitors to secure municipal advisor engagements, nor make direct or indirect payments to obtain or retain municipal advisory engagements with Client.

Payments from Third Parties

Ehlers & Associates does not receive any direct or indirect payments from third parties as an inducement for Ehlers & Associates' to recommend third-party services to Client in relation to any municipal securities transaction(s) or municipal financial product(s).

Payments/Fee-splitting Arrangements

Ehlers & Associates does not share fees with any unaffiliated parties that provide services to the Client. However, within a joint proposal with other professional service providers, Ehlers & Associates could be the contracting party, or be a subcontractor to the contracting party, resulting in a fee splitting arrangement. In such cases, the fee due Ehlers & Associates will be identified in a Municipal Advisor Disclosure or a project specific disclosure, and no other fees will be paid to Ehlers & Associates from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers & Associates is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers & Associates nor any of its associated persons have been involved in any legal or disciplinary events reported on Form MA or Form MA-I, nor are there any other material legal or disciplinary events to be reported. Ehlers & Associates' application for permanent registration as a municipal advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers & Associates' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers & Associates has not made any material changes to Form MA or Form MA-I since the previous Municipal Advisor Disclosure.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. A municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with regulatory authorities is posted on the MSRB website.

Appendix B General Consulting Services

As part of our Municipal Advisory relationship, Ehlers & Associates ordinarily provides Client with certain ongoing services, in some cases without compensation. Examples of such services include:

- Respond to Client questions and provide general information on finance approaches available under state and federal law.
- Act as a public finance resource for Client.
- Provide educational and informational materials.
- Provide current debt schedules for existing Client obligations.
- Answer questions pertaining to existing Client debt obligations.
- Provide periodic analysis of and recommendations for refunding opportunities.
- Participation in surveillance calls conducted by bond rating services.
- Preliminary Debt Issuance Planning, which may include some or all the services identified below:
 - Discuss potential projects with Client and Client's objectives relating thereto.
 - Identify feasible financing option(s) suitable for Client.
 - Structure possible financing option(s) and estimate the financial impact(s).
 - Solicit input from Client on financing options(s).
 - Revise option(s) as directed by Client.
 - Develop a financing plan for Client's preferred option(s).

Ehlers & Associates may charge Client for these or other general consulting services depending on the time needed to provide the service, the level of analysis required, or degree of complexity involved. Prior to charging Client, Ehlers & Associates will first advise Client of the anticipated charges and receive authorization to proceed. Unless another basis for compensation is agreed to by Client and Ehlers & Associates, Ehlers & Associates will bill Client at an hourly rate that is dependent upon the task and personnel required to meet Client request(s) at no less than \$125.00/hour and not to exceed \$400/hour. Ehlers & Associates will provide a Municipal Advisor Disclosure or project-specific disclosure with scope of work and not-to-exceed fee(s) for any specific engagement involving municipal advisor advice.



DIVIDEND ANNOUNCEMENT
December 2, 2020

Enclosed is a check for your share of the \$5.7 million dividend being returned to members of the League of Minnesota Cities Insurance Trust’s property/casualty program. Also enclosed is your dividend history and an information sheet showing the data used to calculate your dividend. Your agent will also receive this information, and we encourage you to share it with your city council or other governing body.

Dividend Amount

This year’s dividend is based on losses experienced by members, actuarial projections, investment results, legislative and coverage changes, reinsurance costs, and the Trust’s long-term strategic direction. Reductions in actuarial projections on old property/casualty claims and unrealized capital gains in our investment portfolio helped build our fund balance. This, along with increasing our property and liability reinsurance retentions, allowed us to keep overall property/casualty premium rates flat this year. At the same time, we’ve been able to maintain a fund balance strong enough to hedge against the uncertainty associated with COVID-19, cyber, police liability, property, and other variables we expect to see from year to year.

Dividend Formula

Dividends are calculated based on a formula that recognizes members with a longer history of coverage with the Trust and greater success in avoiding and controlling claims. Your share was determined based on the calculations shown on the enclosed information sheet.

Thank you for your continued membership with the Trust. We appreciate your confidence and the chance to partner with you to serve your community. Feel free to contact either of the following individuals if you have any questions, comments, or need additional information.

Dan Greensweig, Trust Administrator
dgreensweig@lmc.org
(651) 281-1291

Laura Honeck, Trust Operations Manager
lhoneck@lmc.org
(651) 281-1280

The League of Minnesota Cities Insurance Trust Board of Trustees

Jake Benson, Councilmember, Proctor
Dave Callister, City Manager, Plymouth
Clint Gridley, City Administrator, Woodbury
Anna Gruber, City Administrator, Sartell

D. Love, Councilmember, Centerville
Dave Unmacht, Executive Director, LMC
Alison Zelms, Deputy City Manager, Mankato

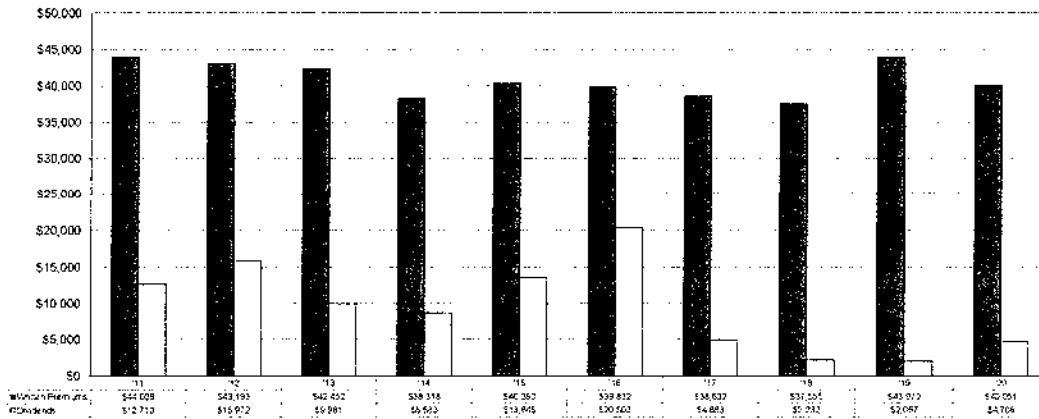
**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
PROPERTY/CASUALTY
2020 DIVIDEND CALCULATION
AT MAY 31, 2020**

Security Insurance USA
Po Box 217
Blackduck MN 56630-0217

Blackduck	GROSS EARNED PREMIUM	\$916,649
Po Box 380	ADJUSTED LOSSES	\$332,073
Blackduck, MN 56630-0380	MEMBERS DIVIDEND PERCENTAGE	0.00082589000
	DIVIDEND AMOUNT	\$4,708

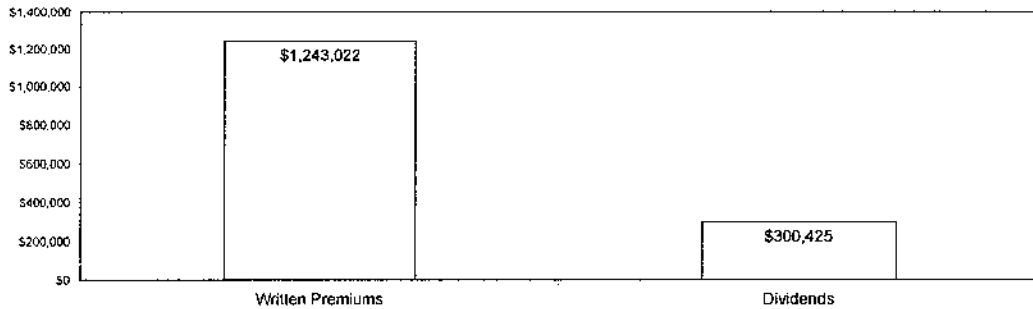
Blackduck

Premium and Dividend History



Blackduck

Premiums and Dividends Since 1987



The "gross earned premium" figure is the member's total earned premium as of May 31, 2020 for the past 29 years. It is the premium figure that is used in the dividend calculation. The "2020 written premium" figure is the member's total premium for the member's most recent fiscal year to May 31, 2020. For most members, only a portion of that 2020 written premium would be earned as of May 31, 2020.

To

Vendor ID: 0000201376
Vendor Location: 001
Vendor Name: BLACKDUCK CITY OF T
Vendor Address: PO BOX 380
 BLACKDUCK, MN 56630-0380

Reference Information

Pay Cycle: DLYEFT
Pay Cycle Seq Number: 2391

Payment Information

Payment Reference: 0006433573
Payment Date: 12/23/2020
Payment Method: Automated Clearing House

Agency Code / Description	Contact Phone	Voucher ID / Payment Message	Invoice Date	Invoice Number	Customer Account	Paid Amt
G90 / REVENUE/INTERGOVT	651/556-6092	00 08463590	12/24/2020	22273A20402002L001	CITY-040200 LOCAL_GOVT_AID	134,652.50
		LOCAL GOVERNMENT AID				
G90 / REVENUE/INTERGOVT	651/556-6092	00 08463591	12/24/2020	22273A20402002W001	CITY-040200 MVCREDIT_AGRIC	25.39
		MV CREDIT-AGRICULTURAL				

Total: 134,677.89 USD

\$300.00

**3.2 MALT LIQUOR OR WINE
ON-SALE LICENSE**

No. 2021-01

License is hereby Granted to

Patrick Tjepkes

TO SELL AT RETAIL

3.2 MALT LIQUOR or Wine

FOR CONSUMPTION ON THE PREMISES LOCATED AT

Blackduck Bowling Lanes

In the City of Blackduck, County of Beltrami, State of Minnesota
for the period commencing January 1st, 2021 and terminating December 31st, 2021
at midnight.

WITNESS THE GOVERNING BODY of the CITY OF BLACKDUCK and the seal thereof this 11th day of January 2021
The Council of the City of Blackduck

Attest: _____
Administrator

by _____
Mayor



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 445 Minnesota Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

City of Blackduck

DEC 14 2020

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Blackduck License Period From: 01/01/2021 To: 12/31/2021

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
 (former licensee name) (Give dates)

License type: (check all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ 150 3.2% Off Sale fee: \$ _____

Licensee Name: Patrick R. Tjepkes (corporation, partnership, LLC, or Individual) DOB 10/30/78 Social Security # 471 92 2808

Zip Code 56630 County Beltrami Business Phone 218-835-6620 Home Phone _____

Business Trade Name Blackduck Lanes Business Address 233 Summit Ave City Blackduck

Licensee's Federal Tax ID # 26-1803742
 (To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Home Address _____ City _____ Licensee's MN Tax ID # _____

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Yes No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: _____ Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

* City Clerk or County Auditor Signature _____ Date _____
 (title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

DEC 14 2020



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: 3.2ONSS License Period Ending: 12/31/2020 Iden: 71510
Issuing Authority: Blackduck
Licensee Name: Tjepkes, Patrick
Trade Name: Blackduck Lanes
Address: PO Box 345
Blackduck, MN 56630
Business Phone: 218-835-6620
License Fees: Off Sale: \$0.00 On Sale: \$0.00 Sunday: \$0.00

Handwritten note: License Code: MWNONSL

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

- 1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Handwritten signature, 10/30/1978, 471-92-2808, 12/13/2020
Licensee Signature, DOB, SSN, Date
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature, Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature, Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

Handwritten signature, 8441, 12-15-20
Police/Sheriff Signature, Date
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



DEC 14 2020

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES
445 Minnesota Street, Suite 186
Saint Paul, MN 55101-5186
Phone: (651) 201-7800 Fax: (651) 297-1480
Web: dvs.dps.mn.gov Email: DVS.DealerQuestion@state.mn.us

OFFICE USE ONLY
DEALER NUMBER:
DATE RECEIVED: 12-14-2020
COUNTY: Beltrami
AREA: Blackduck
INITIALS: [Signature]

Certification of Compliance with Minnesota Worker's Compensation Law

This certification must accompany an application for a Minnesota Motor Vehicle Dealer's License

Minnesota Statutes, section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant certifies that they are in compliance with the workers' compensation coverage requirements outlined in section 176.

If the required information is not provided or is falsely stated it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

You are required to fill the below portion out.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

Form with fields: License or Certificate Number (if Applicable), Business Telephone Number, Alternate Telephone Number, Dealership Name, DBA ("doing business as" or "also known as" an assumed name,) if applicable, Business address (must be physical street address, no P.O. Boxes), City, State, Zip code, County, Email Address

Workers' Compensation Insurance Policy Information

Form with fields: Insurance Company Name (Not the insurance agent), NAIC Number, Policy Number, Effective Date, Expiration Date

Exemption

I am not required to have workers' compensation liability coverage because (please check one):

[X] I have no employees. (See Minnesota Statute § 176.011, subd. 9 for the definition of an employee.)

[] I am self-insured (attach permit to self insure).

[] I have no employees who are covered by the workers' compensation law (spouse, parents, children)

I certify that the information provided above is accurate and complete. I understand that if I have employees (who are not a spouse, parent, or child), valid workers' compensation policy will be kept in effect at all times as required by law.

Form with fields: Print Name: Patrick R. Tjepkes, Applicant Signature (Required): [Signature], Title: owner, Date: 12/13/2020

Note: You must notify the authority issuing your license is there is any change to your workers' compensation insurance information or an employee status change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or audio.



Office of **SHERIFF OF BELTRAMI COUNTY**

613 Minnesota Avenue NW
Bemidji, Minnesota 56601

Ernie Beitel, Sheriff

Phone (218) 333-9111

Fax (218) 333-8325

December 15th, 2020

Blackduck City Council
8 Summit Ave East
Blackduck, MN 56630

Dear Councilors,

Beltrami County has been participating in the update of the Multi-Hazard Mitigation Plan (MHMP) over the last several months. We have had great participation from many representatives of emergency responders, the public, elected officials and all stakeholders in Beltrami County. Assisted by the University of Minnesota Duluth and planning consultants funded through grants, Beltrami County has developed a plan that will meet the needs for our communities pertaining to mitigation efforts for years to come with annual maintenance of the plan.

The Federal Emergency Management Agency requires the communities within Beltrami County adopt the MHMP following the county's adoption of the revised plan. The Beltrami County board adopted the 2020 Beltrami County MHMP by resolution on December 1st, 2020. I have attached the resolution for reference. The MHMP is available for review at the following location on Google Drive:

<https://drive.google.com/file/d/1MS8rt5SEBExHiKon59eoZM0V1Jc3eSZZ/>

In order for your community and the various eligible organizations within your community to be eligible for FEMA hazard mitigation funding, you are required to adopt the 2020 MHMP. We were fortunate to have participation and representation from many sectors during this process. It has been complicated at times with the pandemic, but we have been resilient and have finally arrived at this final task.

If you have any questions, please reach out at my contact information below. Can you please email or forward me confirmation of your adoption of the Beltrami County MHMP plan.

Thanks you,

-Christopher Muller, Emergency Management Director

Ph.218.333.8386

Cell.218.766.7062

email: chris.muller@co.beltrami.mn.us

Encl/ Beltrami County Resolution 20-12-27



**BOARD OF COUNTY COMMISSIONERS
BELTRAMI COUNTY, MINNESOTA**

DATE: 12-01-2020

RESOLUTION: 20-12-27

MOTION OF COMMISSIONER: Sumner

SECONDED BY COMMISSIONER: Lucachick

**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED THE MULTI-HAZARD MITIGATION PLAN 2020
UPDATE RESOLUTION AS SUBMITTED**

WHEREAS, Beltrami County is required to participate in the Federal Emergency Management Agency's (FEMA) Multi-Hazard Mitigation Plan (MHMP) program to be eligible for pre-disaster and post-disaster mitigation funding,

WHEREAS, the Beltrami County MHMP is required to have an update and review by FEMA every five years,

WHEREAS, stakeholders in Beltrami County have participated in the complete revision of the plan over the last 18 months assisted by a contractor through the University of Minnesota Duluth made possible by funding through Minnesota's Department of Homeland Security and Emergency Management (HSEM),

WHEREAS, the MHMP was reviewed by stakeholders and the public provided an opportunity to participate in the process with feedback integrated into the plan,

WHEREAS, the final revision of the MHMP update was submitted to FEMA and HSEM for approval and approved on November 12th, 2020,

WHEREAS, the Beltrami County Board of Commissioners will complete the MHMP update for 2020 by approval and adoption of the 2020 Beltrami County MHMP,

NOW, THEREFORE, BE IT RESOLVED that the Beltrami County Multi-Hazard Mitigation Plan updated 2020 is approved and adopted by the Beltrami County Board of Commissioners.

	<u>YES</u>	<u>NO</u>
Anderson	X	
Gaasvig	X	
Lucachick	X	
Sumner	X	
Olson	X	



STATE OF MINNESOTA)
) ss.
COUNTY OF BELTRAMI)

I, Kay Mack, County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at their regular session held on December 1, 2020 now on file in my office and have found the same to be a true and correct copy thereof.



Kay Mack, County Administrator



Beltrami County Solid Waste
751 Industrial Park Dr SE
Bemidji, MN 56601
(218) 333-8278

City of Blackduck

DEC 29 2020

December 8, 2020

COMMERCIAL WASTE GENERATOR

RE: 2021 Changes to Commercial Billing

On December 1, 2020 the Beltrami County Board of Commissioners approved the Solid Waste Ordinance 13 Update. This updated ordinance will take effect on January 1, 2021.

Article V of this Ordinance addresses Solid Waste Management Service Charges. The Beltrami County Solid Waste Ordinance can be found on the Beltrami County Web Site at www.co.beltrami.mn.us.

What Changed:

1. Commercial Solid Waste fees will increase 5% effective January 1, 2021 in response of the fee increase we will incur at our disposal facility. Residential Solid Waste fees will increase 15% on January 1, 2021.
2. For 2021 Solid Waste Fees, please refer to the 2021 County Fee Schedule that will be posted on the County Website.
3. All commercial property with an active business on it per the County Assessor's Office will be assessed an annual Tier 1 fee on their property taxes. If you are assessed a fee on a piece of property that does not have an active business on it, you can call or email me so I can work the County Assessor's office to get your property coded correctly.
4. A Tier 1 business is a business that generates less than 10 cubic yards or less than 1 ton of waste per year, including businesses that produce zero waste.
5. If you generate more waste than a Tier 1 business you will pay the Tier 1 fee on your property taxes and the difference to the Solid Waste Department. You will be invoiced for this difference on either a quarterly or monthly basis depending on the amount of waste your business generates.
6. A returned Check Policy was added.
7. Late payment interest of 1.5% was added.

If you have any further questions, please feel free to call 218-333-8278.

Sincerely,

Brian Olson, Administrator

Beltrami County Solid Waste

January 4, 2021

Proposal QTB131751

Ms. Christina Regas, City Administrator
City of Blackduck
PO Box 380
8 Summit Avenue Northeast
Blackduck, MN 56630

Re: Proposal for a Geotechnical Evaluation
Proposed Addition to "The Pond" Municipal Liquor Store
224 Frontage Road
Blackduck, Minnesota

Dear Ms. Regas:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed addition to the north side of "The Pond" Municipal Liquor Store in Blackduck.

Project Information

Per the RFP provided by Stephen Rose, AIA, NCARB, Architect, WIDSETH, and dated December 28, 2020, we understand the proposed project will include the construction of a new addition to the north side of the existing "The Pond" Municipal Liquor store located at 224 Frontage Road in Blackduck. The proposed addition will be a single-story, slab-on-grade structure of wood-frame construction supported by conventional frost-depth, spread footing foundations and earth supported slabs.

Previous Experience and Geotechnical Information

Assisting clients with site evaluations, site preparation recommendations and construction support services has been the core competency of Braun Intertec since our founding in 1957. With more than 1,000 employees, we are the largest Minnesota-based geotechnical engineering, environmental consulting, and material testing and special inspections firm. Our staff has worked on a variety of Blackduck projects such as the Good Samaritan Assisted Living, Pine Manor Apartments and Blackduck Public Schools. As we are a 100 percent employee-owned company, each of our employees has an interest in the success of Braun Intertec and our reputation for outstanding service.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed building addition.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site will be accessible to a truck-mounted drill rig after snow plowing (we assume snow plowing will be provided by the City of Blackduck prior to our arrival). We, therefore, assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We assume WIDSETH stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we propose to drill two standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to the termination depths of the borings.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (feet)
Building Pad	SPT	2	14.5
Total		2	29

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the borings.

Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 2. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	6	D2216	Soil classification, moisture condition, and engineering properties
Percent passing #200 sieve	2	D1140	Soil classification, and evaluate frost susceptibility

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of spread footing foundations and earth-supported slabs.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 2 to 3 weeks following receipt of written authorization
- Field exploration – 1/2 day on site to complete the work (as requested, we would complete this field exploration in conjunction with the maintenance facility field exploration)
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration

- Preliminary results – within 1 week after completion of field exploration
- Final report submittal – within 2 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$4,020.00, which includes up to 1 hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$170 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$250 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mark at 218.259.5500 or mgothard@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Mark W. Gothard, PE
Senior Engineer



Joseph C. Butler, PE
Business Unit Manager, Senior Engineer

Attachments:
General Conditions (1/1/18)

c: Stephen Rose, AIA, NCARB, Architect, WIDSETH

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

January 4, 2021

Proposal QTB131753

Ms. Christina Regas, City Administrator
City of Blackduck
PO Box 380
8 Summit Avenue Northeast
Blackduck, MN 56630

Re: Proposal for a Geotechnical Evaluation
Proposed Maintenance Facility
North of Industrial Lane Northwest
Blackduck, Minnesota

Dear Ms. Regas:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed Maintenance Facility to be constructed in Blackduck.

Project Information

Per the RFP provided by Stephen Rose, AIA, NCARB, Architect, WIDSETH, and dated December 28, 2020, we understand the proposed project will include the construction of a new facility to house the city's maintenance and police departments. The proposed site is located north of the existing Industrial Lane Northwest terminus in what appear to currently be grassed athletic fields. The proposed facility will be a pre-engineered, post-framed building with concrete slab-on-grade floor. The project will include a 30-foot wide concrete apron along the entire south side of the facility.

Previous Experience and Geotechnical Information

Assisting clients with site evaluations, site preparation recommendations and construction support services has been the core competency of Braun Intertec since our founding in 1957. With more than 1,000 employees, we are the largest Minnesota-based geotechnical engineering, environmental consulting, and material testing and special inspections firm. Our staff has worked on a variety of Blackduck projects such as the Good Samaritan Assisted Living, Pine Manor Apartments and Blackduck Public Schools. As we are a 100 percent employee-owned company, each of our employees has an interest in the success of Braun Intertec and our reputation for outstanding service.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed maintenance facility, pavements, utilities and related features.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site will be accessible to a truck-mounted drill rig after snow plowing (we assume snow plowing will be provided by the City of Blackduck prior to our arrival). We, therefore, assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We assume WIDSETH stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we propose to drill five standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (feet)
Maintenance facility	SPT	2	14.5
Maintenance facility	SPT	1	20
Adjacent exterior concrete apron-parking	SPT	2	10
Total		5	69

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Notification and Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 20 linear feet of bore hole with grout.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 2. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	14	D2216	Soil classification, moisture condition, and engineering properties
Percent passing #200 sieve	6	D1140	Soil classification, and evaluate frost susceptibility
Pocket penetrometer	6	---	Estimate undrained shear strength for bearing capacity, settlement, and lateral pressure evaluations

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.

- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of spread footing foundations, earth-supported slabs, pavements and related features.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 2 to 3 weeks following receipt of written authorization
- Field exploration – 1 1/2 days on site to complete the work (as requested, we would complete this field exploration in conjunction with the municipal liquor store addition field exploration)
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Final report submittal – within 2 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$6,990.00, which includes up to 1 hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$150 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field

crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$250 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mark at 218.259.5500 or mgothard@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Mark W. Gothard, PE
Senior Engineer



Joseph C. Butler, PE
Business Unit Manager – Senior Engineer

Attachments:
MDH Notification Form
General Conditions (1/1/18)

c: Stephen Rose, AIA, NCARB, Architect, WIDSETH

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Braun Intertec Corporation
 3404 15th Avenue East, Suite 9
 Hibbing, MN 55746

Phone: 218.263.8869
 Fax: 218.263.6700
 Web: braunintertec.com

January 4, 2021

Proposal QTB131753

Ms. Christina Regas, City Administrator
 City of Blackduck
 PO Box 380
 8 Summit Avenue Northeast
 Blackduck, MN 56630

Re: Minnesota Department of Health Well Sealing Notification Form
 Proposed Maintenance Facility
 North of Industrial Lane Northwest
 Blackduck, Minnesota

Dear Ms. Regas:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502. ATTN: CASHIER Well Management Section Fax Number: (651) 201-4599.						Minnesota Unique Well No. or W-series No. <small>(Leave blank if not known)</small>		Minnesota Well and Boring Sealing No. <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: 1.2em;">H</div>	
<input type="checkbox"/> Well Sealing Notification (269)						Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover Exp. Date _____			
Check Well Type:						Print Cardholder Name _____			
<input type="checkbox"/> Well is Multiple Cased <input type="checkbox"/> Larger than 8-inch Inside Diameter						Card Number _____ 3-Digit Security Code <small>(Printed on back side of card.)</small>			
<input type="checkbox"/> Water-Supply Well <input type="checkbox"/> Monitoring Well <input type="checkbox"/> Other _____						Authorized Signature _____			
WELL LOCATION	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.)			
	Well Location Address			City	State	Zip Code	Est. Depth	Casing Diameter	
WELL OWNER	Well Owner Name (Print)					Daytime Telephone Number			
	Well Owner Street Address					City	State	Zip Code	
	Well Owner Signature						Date		
WELL CONTRACTOR	Well Contractor Company Name (Print)		Certified Rep. Signature			Date	Company License No.		

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 103I, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

January 5, 2021

Christina Regas, City Administrator
City of Blackduck, Minnesota
8 Summit Ave NE
PO Box 380
Blackduck, MN 56630-0380

RE: Potential Refunding of Existing Bonds

As your Municipal Advisor one of the services we provide is to monitor your outstanding bond issues and alert you to any potential refunding opportunities. An updated status report for your outstanding debt is attached. It includes general information about your existing debt and a brief comment regarding potential savings based on current market conditions. We will continue to monitor your issues on an ongoing basis and will contact you if we identify refunding opportunities that merit consideration.

If you have any questions about this information, please contact me.

Sincerely,

Ehlers

A handwritten signature in black ink, appearing to read 'Todd Hagen'.

Todd Hagen
Senior Municipal Advisor/ Vice President

A handwritten signature in black ink, appearing to read 'Shelly Eldridge'.

Shelly Eldridge
Senior Municipal Advisor/ Vice President

City of Blackduck

Status Report on Refunding of Existing Bond Issues

Original Bond Amount	Title	Call Date	Callable Amount	Callable Rates		Status
				Low	High	
\$495,000	General Obligation Bonds, Series 2006A	02/01/2015	\$75,000	4.650%	4.650%	As of January 5, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$445,000	General Obligation Refunding Bonds, Series 2009A	01/01/2018	\$45,000	4.000%	4.250%	As of January 5, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$1,165,000	General Obligation Bonds, Series 2012A	02/01/2023	\$655,000	2.100%	2.550%	As of January 5, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$105,000	General Obligation Disposal System Bonds (MN Rural Water), Series 2014A	02/01/2016	\$54,000	3.000%	3.000%	As of January 5, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$93,000	General Obligation Equipment Certificates, Series 2016A	09/16/2016	\$68,000	2.500%	2.500%	As of January 5, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$468,834	General Obligation Water Revenue Note of 2016	09/28/2016	\$419,600	0.900%	3.466%	As of January 5, 2021, we estimate that a current refunding would not generate sufficient savings to be considered.
\$180,000	General Obligation Disposal System Note (MN Rural Water), Series 2017A	08/01/2019	\$140,000	2.950%	2.950%	As of January 5, 2021, we estimate that this refunding would not generate sufficient savings to be considered.



Date: JANUARY 5, 2021

CITY OF BLACKDUCK
8 SUMMIT AVE
BLACKDUCK MN 56630

Re: Master Equipment Lease Purchase Agreement dated JANUARY 5, 2021 and Schedule of Property No. 01
dated JANUARY 5, 2021.

Attached please find the following documentation:

- Amendment No. 1 (if applicable): state-specific
- Master Equipment Lease Purchase Agreement
- Exhibit A - Schedule of Property No. 1
- Exhibit A-1 – Rental Payment Schedule
- Exhibit B - Final Acceptance Certificate
- Bank Qualified Designation Form
- Certificate of Signature Authority – To be signed by an authorized individual other than the person signing the Agreement documentation.
- Power of Attorney for Motor Vehicle Filings
- Billing Information Sheet
- IRS Form 8038-G/GC Sample and Instructions
- ADVANCE PAYMENT
- TAX EXEMPTION CERTIFICATE
- MINNESOTA ADDENDUM
- _____
- _____

Please complete the documentation, and return to me at the address below. Please include a tax exemption certificate if applicable.

If you have any questions, please call 800-735-3273 EXT 1291 or email CSCHURR@LEASEDIRECT.COM.

Sincerely,

COLEEN SCHURR

GM Financial
1111 Old Eagle School Rd
Wayne PA, 19087

17GMF003



Borrower: CITY OF BLACKDUCK
8 SUMMIT AVE
BLACKDUCK MN 56630

Invoice Number: ADVANCE
Invoice Due Date: UPON RECEIPT
Control Number: 500-50216635
Amount Due: \$ 14,237.58

Attention: Accounts Payable

Name of Obligation: Master Equipment Lease Purchase Agreement dated: JANUARY 5, 2021

Equipment Description: ADVANCE PAYMENT ON LEASE # 500-50216635

INVOICE DUE DATE	AMOUNT DUE
UPON RECEIPT	14,237.58

Remit to: GM Financial
1111 Old Eagle School Rd
Wayne, PA 19087
Attn: COLEEN SCHURR

Future Remittances:
GM Financial

Keep top portion for your records

To ensure proper credit to your account, please detach bottom portion and return with your payment.

Remit to: GM Financial
1111 Old Eagle School Rd
Wayne, PA 19087
Attn: COLEEN SCHURR

Invoice Number: ADVANCE
Due Date: UPON RECEIPT
Amount Due: \$ 14,237.58



This Master Equipment Lease Purchase Agreement dated as of JANUARY 5, 2021, ("Agreement") and entered into between AmeriCredit Financial Services, Inc., d/b/a GM Financial, a Delaware corporation ("Lessor"), and CITY OF BLACKDUCK, a body corporate and politic existing under the laws of the State of MN ("Lessee").

1. AGREEMENT. Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. TERM. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. TAX AND ARBITRAGE REPRESENTATIONS. Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts, if any, deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance and a copy of such official action has been submitted to Lessor; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease

not constitute a "true" lease for federal income tax purposes.

5. LEASE OF EQUIPMENT. Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

6. CONTINUATION OF LEASE TERM. Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee's official responsible for budget preparation shall do all things lawfully within his/her power to obtain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, and exhausting all appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Lessee.

7. NONAPPROPRIATION. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

8. CONDITIONS TO LESSOR'S PERFORMANCE. This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

9. RENTAL PAYMENTS. Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.

10. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REA-

SON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. DELIVERY; INSTALLATION; ACCEPTANCE. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

12. LOCATION; INSPECTION. Except in the case of motor vehicles, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

13. USE; MAINTENANCE. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

14. TITLE. Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 22 or (b) the occurrence of an Event of Default or termination pursuant to Section 7. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. SECURITY INTEREST. To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees that Lessor may file with the appropriate authorities such documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, perfect and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to Property taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. If the Lessee is subject to Sales tax or any other impost, Lessee shall pay to Lessor when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment.

17. INSURANCE. At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee and Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

18. ADVANCES. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

19. DAMAGE, DESTRUCTION AND CONDEMNATION. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to sub-

stantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

21. VENDOR'S WARRANTIES. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. PURCHASE OPTION. Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

23. ASSIGNMENT. Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor, if any, or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. EVENTS OF DEFAULT. Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect,

misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. REMEDIES ON DEFAULT. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment and apply the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof, against the then applicable Purchase Price. In the event the net proceeds exceed the Purchase Price (and the Rental Payments payable in the then current Original Term or Renewal Term have been paid in full), the amount of such excess shall be paid to Lessee. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

26. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

27. NOTICES. All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

28. RELEASE AND INDEMNIFICATION. To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

29. MISCELLANEOUS PROVISIONS. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR SIGNATURE	AmeriCredit Financial Services, Inc., d/b/a GM Financial	
	1111 Old Eagle School Road, Wayne, PA 19087	
	Signature	Date
	Print Name	
Title		

LESSEE SIGNATURE	Lessee Name		
	CITY OF BLACKDUCK		
	Address		
	8 SUMMIT AVE		
	City	State	Zip
	BLACKDUCK	MN	56630
Signature	Date		
Print Name			
Christina Regis			
Title			
City Administrator			

17GMF004

MINNESOTA ADDENDUM TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Addendum to that certain Master Equipment Lease Purchase Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of JANUARY 5, 2021, between **AMERICREDIT FINANCIAL SERVICES, INC. D/B/A GM FINANCIAL** (together with its successors and assigns, "Lessor"), and CITY OF BLACKDUCK (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

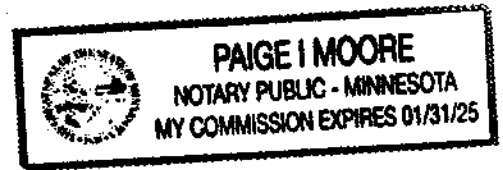
Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. Section 14 of the Agreement is hereby deleted and the following Section 14 is hereby inserted in lieu thereof:

Section 14. Title. Upon acceptance of the Equipment under a Lease by Lessee, solely for purposes of this Agreement, title to the Equipment shall vest in Lessor subject to Lessee's rights under the Lease. Upon the occurrence of an Event of Default or any termination of this Agreement other than termination pursuant to Section 22, Lessee will immediately surrender possession of the Equipment to Lessor. Upon the exercise of the purchase option by Lessee pursuant to Section 22 or continuation of this Agreement through the Original Term and all Renewal Terms and payment of all Rental Payments and other amounts payable under this Agreement through the end of the maximum Lease Term, title to the Equipment shall immediately and without further action by Lessor vest in Lessee AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through Lessor. It is the intent of the parties hereto that any transfer of title to Lessee pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessor shall, nevertheless, execute and deliver any such instruments as Lessee may request to evidence such transfer. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

2. Section 15 of the Agreement is hereby deleted.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.



LESSEE SIGNATURE	Legal Name of Lessee <u>CITY OF BLACKDUCK</u>		
	Signature	Date <u>1-8-2021</u>	
	Print Name <u>Christina A. Rojas</u>		
	Title <u>City Administrator</u>		
	(Seat)		
LESSOR SIGNATURE	Signature		
	Title <u>Deputy Clerk</u>		
	Date <u>1-08-21</u>		



LESSOR SIGNATURE	Name of Lessor <u>AMERICREDIT FINANCIAL SERVICES, INC. D/B/A GM FINANCIAL</u>		
	Lessor Signature _____	Date _____	
	Print Name _____		
	Title _____		
	Lease Number _____		

17GMF020

EXHIBIT A

SCHEDULE OF PROPERTY NO. 01

Re: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of JANUARY 5, 2021 ("Agreement"), between AmeriCredit Financial Services, Inc., d/b/a GM Financial ("Lessor") and CITY OF BLACKDUCK ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in the amount set forth as principal on Exhibit A-1 hereto. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

EQUIPMENT/SYSTEM DESCRIPTION	Quantity	Model Number	Serial Number	Description (Attach Separate Schedule A if Necessary)
				2 - 2021 GMC SIERRA 3500

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

LESSOR SIGNATURE	Lessor AMERICREDIT FINANCIAL SERVICES, INC. D/B/A GM FINANCIAL, A DELAWARE CORPORATION
	Signature _____ Date _____
	Print Name _____
	Title _____

LESSEE SIGNATURE	Lessee CITY OF BLACKDUCK
	Signature <i>Christina Regas</i> Date <u>01-08-2021</u>
	Print Name <u>Christina A. Regas</u>
	Title <u>City Administrator</u>

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17GMF005

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

Re: Schedule of Property No. 01 dated JANUARY 5, 2021 to Master Equipment Lease Purchase Agreement dated as of JANUARY 5, 2021 between AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Lessor, and CITY OF BLACKDUCK, as Lessee.

Lease Payments are due on the Commencement Date and on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is ANNUAL, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the THIRTEENTH succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0.00	0.00	65,367.14	-
1	14,237.58	0.00	14,237.58	51,129.56	53,430.39
2	14,237.58	2,278.65	11,958.93	39,170.63	40,933.31
3	14,237.58	1,745.69	12,491.89	26,678.74	27,879.28
4	14,237.58	1,188.97	13,048.61	13,630.13	14,243.49
5	14,237.58	607.45	13,630.13	0.00	-
Grand Totals	71,187.90	5,820.76	65,367.14		

LESSEE SIGNATURE	Lessee	CITY OF BLACKDUCK
	Signature	<i>Christina D Regas</i> Date <u>01-08-2021</u>
	Print Name	Christina D Regas
	Title	City Administrator

17GMF00682

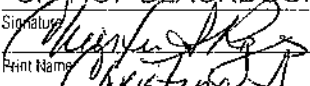
EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

Re: Schedule of Property No. 01 dated JANUARY 5, 2021 to Master Equipment Lease Purchase Agreement dated as of JANUARY 5, 2021, between AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Lessor, and CITY OF BLACKDUCK, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE SIGNATURE	Lessee	CITY OF BLACKDUCK	
	Signature		Date 01-08-2021
	Print Name	Christina A. Regas	
	Title	City Administrator	

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17GMF007

BANK QUALIFIED DESIGNATION

Schedule of Property No. 01 dated JANUARY 5, 20 21 to Master Equipment Lease Purchase Agreement dated JANUARY 5, 20 21.

Lessee hereby represents and certifies the following (please check one):

- Bank Qualified**
Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:
- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";
- Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
- The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;
- The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
- Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.
- Non-Bank Qualified**
Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE SIGNATURE	Lessee CITY OF BLACKDUCK
	Signature <i>[Handwritten Signature]</i>
	Date 1-8-2021
	Title

17GMF008

CERTIFICATE OF SIGNING AUTHORITY

Date: JANUARY 5, 2021

AmeriCredit Financial Services, Inc., d/b/a GM Financial
1111 Old Eagle School Rd
Wayne, PA 19087

Re: Schedule of Property No. 01, dated JANUARY 5, 2020, ("Lease") to the Master Equipment Lease Purchase Agreement dated JANUARY 5, 2021 ("Agreement"), by and between CITY OF BLACKDUCK ("Lessee") and AmeriCredit Financial Services, Inc., d/b/a GM Financial ("Lessor").

Dear AmeriCredit Financial Services, Inc., d/b/a GM Financial,

I, the undersigned, do hereby certify

(i) that Christina Rojas / City Administrator
(please print the name and title of the person who signed the lease documents on the line above)

the officer of Lessee who executed the foregoing Lease and Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Lease and Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from January to December.

Please be advised that AmeriCredit Financial Services, Inc., d/b/a GM Financial has assigned all its right, title, and interest in, to and under the above referenced Agreement, the equipment leased thereunder, and the right to receive all payments thereunder to the following assignee:

Sincerely, Max Gullette Jr.
Signature: _____
Print Name: Max Gullette Jr.
Title: Mayor
Dated: 1-8-2021

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the execution of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

POWER OF ATTORNEY FOR MOTOR VEHICLE FILINGS

KNOW ALL MEN BY THESE PRESENTS THAT CITY OF BLACKDUCK (hereinafter referred to as the "Principal"), a MN Corporation, with its principal place of business at the address last set forth below, authorizes Wolters Kluwer Lien Solutions (the "Attorney"), a New York corporation with offices at 187 Wolf Road, Suite 101, Albany, NY, 12205, to act as its attorney-in-fact for the limited purpose of preparing, executing and filing in the Principal's name any original title applications, title correction/modification forms, repossession/replevin forms, and other such motor vehicle lien forms (hereinafter referred to collectively as ("Motor Vehicle Forms")) as the Principal may request. The Principal agrees that the Attorney will not be responsible for any error, negligence, or for any sort of act or omission not amounting to willful misconduct and the Principal will indemnify, defend and hold the Attorney harmless from any and all actions, claims, demands or liabilities of any nature whatsoever which the Principal may have or will have against the Attorney arising out of the performance of its functions for and on behalf of the Principal pursuant to this Power of Attorney, except for any actions, claims, demands or liabilities caused by the willful misconduct of the Attorney. This Power of Attorney will remain in full force and effect until due notice of its revocation is given by the Principal to the Attorney by registered mail.

IN WITNESS WHEREOF, the Principal has caused this instrument to be executed by a duly authorized representative as of the date set forth below.

Principal (legal name and address):

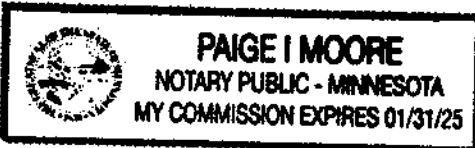
CITY OF BLACKDUCK
8 SUMMIT AVE
BLACKDUCK MN 56630

Authorized signatory for Wolters Kluwer Lien Solutions

Signature: *Christina Regas*
Print Name: Christina A. Regas
Date: 01-08-2021

Sworn to and subscribed before me on this 08 day of January, 20 21.
Paige Moore
NOTARY PUBLIC

My Commission Expires: 01/31/2025



08MHDOC180v5

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for AMERICREDIT FINANCIAL SERVICES to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of Blackduck

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: PO Box 380

Blackduck, MN 56630

Attention: Christina Regas

Telephone Number: 218-835-4803

FEDERAL TAX ID#: 41-6004988

Lease/Contract Signer Name: _____ Date of Birth _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# _____ YES NO

Is a new purchase order required for each new fiscal period? YES NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. YES NO

Do you require any special information to establish a vendor number for _____? YES NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: Christina Regas

Title: City Administrator

Contact Address: PO Box 380 Blackduck, MN 56630

Contact Telephone Number: 218-835-4803

Email Address: christina.regas@blackduckmn.com

If you have further questions, please consult your regular bond or legal counsel.

Form ST3, Certificate of Exemption

Purchaser: Complete this certificate and give it to the seller.

Seller: If this certificate is not completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked. This certificate remains in force as long as the purchaser continues making purchases or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name _____ Project description _____

Name of Purchaser
City of Blackduck

Business Address City State ZIP code
8 Summit Ave. E. PO Box 380 Blackduck MN 56630

Purchaser's Tax ID Number State of Issue

If no tax ID number, FEIN Driver's license number/State issued ID number
Enter one of the following: **41-6004988** State of Issue Number

Name of seller from whom you are purchasing, leasing, or renting
GM Financial Attn: Coleen Schurr

Seller's Address City State ZIP code
1111 Old Eagle School Rd Wayne PA 19087

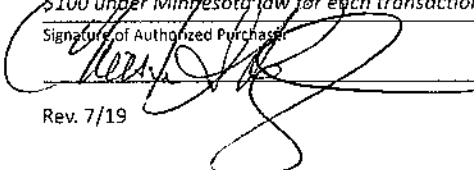
Type of Business

- 01 Accommodation and food services
- 02 Agricultural, forestry, fishing, hunting
- 03 Construction
- 04 Finance and insurance
- 05 Information, publishing and communications
- 06 Manufacturing
- 07 Mining
- 08 Real estate
- 09 Rental and leasing
- 10 Retail trade
- 11 Transportation and warehousing
- 12 Utilities
- 13 Wholesale trade
- 14 Business services
- 15 Professional services
- 16 Education and health-care services
- 17 Nonprofit organization
- 18 Government
- 19 Not a business (explain) _____
- 20 Other (explain) _____

Reason for Exemption (See Instructions)

- A Federal government (department) _____
- B Specific government exemption
Municipality
- C Tribal government (name) _____
- D Foreign diplomat # _____
- E Charitable organization # _____
- F Educational organization # _____
- G Religious organization # _____
- H Resale
- I Qualifying capital equipment (see instructions when equipment claimed is part of a construction project)
- J Agricultural production
- K Industrial production/manufacturing
- L Direct pay authorization
- M Multiple points of use (services, digital goods, or computer software delivered electronically)
- N Direct mail
- O Other (enter number from instructions) _____
- P Percentage exemption
 - Advertising (enter percentage) _____%
 - Utilities (enter percentage) _____%
 - Electricity (enter percentage) _____%

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of Authorized Purchaser Print Name Here Title Date
 **Christina Regas** **City Adminis** **01/08/2021**

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Blackduck, MN		2 Issuer's employer identification number (EIN) 4 1 6 0 0 4 9 8 8
3 Number and street (or P.O. box if mail is not delivered to street address) PO Box 380		Room/suite
4 City, town, or post office, state, and ZIP code Blackduck, MN 56630		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Christina Regas, City Administrator		7 Telephone number of officer or legal representative 218-835-4803

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 65367 14
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k 65367 14
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Signature and Consent Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: *Christina Regas* Date: **01-08-2021** Type or print name and title: **Christina A. Regas City Administrator**

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

What's New
 The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.
Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL); DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II--Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(II).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

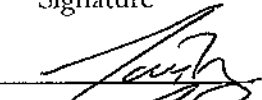
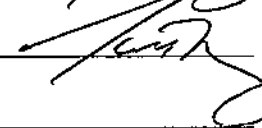
- Learning about the law or the form** 4 hr., 46 min.
- Preparing the form** 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** 2 hr., 34 min.

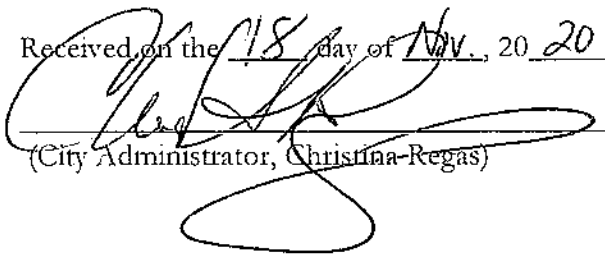
If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

PETITION FOR VACATION OF
UNIVERSAL DRIVE SW IN THE CITY OF BLACKDUCK,
COUNTY OF BELTRAMI, MINNESOTA.

TO: The City Council of Blackduck, Minnesota

The undersigned, a majority of the property owners as set forth opposite their respective names, abutting on Universal Drive SW, respectfully petition the Blackduck City Council to vacation the aforesaid Universal Drive SW in its entirety of the Plat of the Southern Duck Estates located within the municipal boundary of the City of Blackduck.

Print Name	Signature	Address or Description of Property
<u>Matthew J. Starnes</u>		<u>Universal / Orion / Milky Way</u>
<u>Matthew J. Starnes</u>		_____
_____	_____	_____
_____	_____	_____

Received on the 18 day of Nov, 2020

(City Administrator, Christina-Regas)



CITY OF BLACKDUCK RESOLUTION NO: 2021-01

A RESOLUTION OF ANNUAL APPOINTMENTS AND DESIGNATIONS FOR 2021

WHEREAS, annually, at their first meeting in January, the Blackduck City Council handles annual designations and appointments; and

WHEREAS, included is the designation of the Official Newspaper, Official Depositories and Official Posting, and

WHEREAS, included is the designation of a Vice Mayor; and

WHEREAS, included are the appointments of City Councilors and staff to various boards and commissions.

NOW, THEREFORE, BE IT RESOLVED, that the Blackduck City Council does hereby make the annual designations (*Exhibit A attached hereto*) and appointments (*Exhibit B attached hereto*), effective immediately upon adoption.

Revised by the Blackduck City Council this 11th day of January 2021.

APPROVED:

Maxwell Gullette, Mayor

Christina Regas, City Administrator



CITY OF BLACKDUCK RESOLUTION NO: 2021-01

EXHIBIT A

DESIGNATIONS

OFFICIAL NEWSPAPER:	Blackduck American
OFFICIAL POSTING LOCATION:	Blackduck City Hall 8 Summit Avenue NE, Blackduck
OFFICIAL DEPOSITORY:	Deerwood Bank
CITY ATTORNEY:	Joseph J. Langel of RRM Ratwik, Roszak & Maloney, P.A.



CITY OF BLACKDUCK RESOLUTION NO: 2021-01

EXHIBIT B

APPOINTMENTS AND REPRESENTATION ON VARIOUS COMMITTEES

Vice Mayor:

City Assessor: County Assessor, Joe Skerik

City Engineer: Curt Meyer, Widseth

Park & Trail Board (4): Public Works Supervisor, Mike Schwanke
City Administrator, Christina Regas

Council Member

Other

Personnel Committee (3): City Administrator, Christina Regas

Council member

Other

Public Works Committee (4): Public Works Supervisor, Mike Schwanke
City Administrator, Christina Regas

Council Member

Other

Liquor Committee (4): Liquor Store Manager, Shawnda Lahr
City Administrator, Christina Regas
Public Works Supervisor, Mike Schwanke

Council Member

Finance Committee (3): City Administrator, Christina Regas

Council Member

Other

Public Safety Committee (up to 5): Police Chief Jace Grangruth
Fire Chief Brian Larson
City Administrator, Christina Regas
Public Works Supervisor, Mike Schwanke

Council Member



CITY OF BLACKDUCK

RESOLUTION NO: 2021-01

Golf Board (up to 6): City Administrator, Christina Regas
Golf Manager, Pam Exner
Golf Course Manager, Jim Andersen
Golf Member Lauren Schaser
Golf Member Kevin Erpelding
Council Member

Safety Committee (4): Public Works Supervisor, Mike Schwanke
Liquor Store Manager, Shawnda Lahr
Deputy Clerk, Paige Moore
Other/ Council Member

Planning Commissioners (5): Kurt Benson
Kurt Cease
Bob Klug Sr.
Ernie Tindell
Ron Rockis

Zoning Administrator: City Administrator, Christina Regas

Library Board: Mary Salmonson
Miriam Osborn
Katie Click
Lorraine Warden
Paula Erickson
Nance Kunkel
Amy Granlund
Blackduck Librarian Kelly West
Council Member Liason

Kitchigami Regional Library Representative:

HRA (up to 5): Mayor Maxwell Gullette
Councilor Jason Kolb
Councilor Sheldon Ostlund
Councilor Nicholas Seitz
City Administrator, Christina Regas

Revolving Loan Fund Committee (up to 5): City Administrator, Christina Regas
Dwight Kalvig (Kalvig & Associates)
Grant Frenzel (Deerwood Bank)
Council Member
Headwaters Regional Development Center Rep Sarah Linda



CITY OF BLACKDUCK

RESOLUTION NO: 2021-01

Historical Preservation Committee (up to 8): Gene Kjelberg
Glennis Moon
Avonel Kjelberg
Shirley Gilmore
Mary Joy
Marilyn Page
Lavone Peterson
Ann May Floura
Carol Hannigan
Marie Juelson

Ambulance Board Representative (BAII): City Administrator, Christina Regas

Ambulance Joint Powers Emergency Services: Mayor Maxwell Gullette

Chapter 3 Administration §1. 300.07 Committees.

Subdivision 1. Standing Committees

Committees designated - there shall be the following standing committees.

1. *Liquor Committee*
2. *Park and Tree Board*
3. *Golf Board*
4. *Revolving Loan Committee*
5. *Library Board*
6. *Personnel*
7. *Public Works*
8. *Finance*
9. *Public Safety*

Subdivision 2. Membership

Each committee shall be appointed by the mayor with the approval of the majority of the council. Each committee member shall serve as appointed unless excused by a majority of the members of the council.

Subdivision 3. Referral Reports.

Any matter brought before the council for consideration may be referred by the presiding officer to the appropriate committee or to the special committee appointed by him or her for a written report and committee report shall be signed by a majority of the members and shall be filed with the administrator prior to the council meeting at which it is to be submitted. Minority reports may be submitted. Each committee shall act promptly and faithfully on the matter referred to it.



CITY OF BLACKDUCK

RESOLUTION NO: 2021-02

A RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES, LICENSES, & PERMITS FOR THE CITY OF BLACKDUCK, MINNESOTA FOR 2021

WHEREAS, the City Council of the City of Blackduck has amended and supplemented to be its City Code and that code permits the City to adopt by resolution a schedule of fees and charges for various services, licenses, and permits.

NOW THEREFORE, the City Council of the City of Blackduck, Minnesota ordains:

Section 1. All fees and charges in effect January 1, 2021 of the city code for the City shall remain in effect unless otherwise modified by the provisions of the ordinance. All citations below are to various sections of the city code unless otherwise indicated.

Section 2. The following are the fees and charges for the permits, licenses and services listed below which are referenced to the section of the city code which authorizes their establishment.

General

1. The fee for an open burning permit pursuant to §900.64 shall be \$10.00.
2. The fee for dog licenses pursuant to § 920.02 shall be \$5.00 for a spayed females or neutered male dog and \$10.00 for any non-spayed or neutered dog.
3. The fee for a theatre license pursuant to §1110.01 shall be \$15.00.
4. The fee for a billiards or pool license pursuant to §1110.01 shall be \$10.00.
5. The fee for Sexually Oriented Businesses License pursuant to §1160.06 shall be \$1000.00.
6. The fee for a Peddlers and/or Solicitors License pursuant to §1130.02 shall be \$100.00.

Land Use:

7. The fee for an excavation permit pursuant to §930.25 shall be \$100.00.
8. The fee for an obstruction permit pursuant to §930.25 shall be \$25.00.
9. The fee for a land use permit pursuant to § 1560.12 shall be \$50.00.
10. The fee for a conditional use permit pursuant to § 1560.12 shall be \$150.00.
11. The fee for a variance pursuant to § 1560.12 shall be \$125.00.
12. The fee for a zoning amendment pursuant to § 1560.12 shall be \$125.00.
13. The fee for a planned unit development or subdivision permit pursuant to § 1560.12 shall be \$200.00.
14. The fee for a land division request pursuant to §1560.12 shall be \$30.00.
15. The fee for code violation pursuant to § 1560.11 shall be \$50.00.
16. The fee for no land use permit pursuant to § 1561.02 shall be \$100.



CITY OF BLACKDUCK

RESOLUTION NO: 2021-02

Rental:

17. The fee for a rental housing license pursuant to § 1150.08 shall be \$30.00.
18. The fee for a single-family rental dwelling inspection pursuant to § 1150.08 shall be \$75.00 for the first inspection and \$50.00 for all follow-up inspections.
19. The fee for a multi-family dwelling inspection pursuant to § 1150.08 shall be \$75.00 per apartment or unit for the first inspection and \$50 for all follow-up inspections.

Liquor Licensing:

20. The fee for a Club License pursuant to §1560.12 shall be based on club membership as follows: Under 200 members - \$300.00; 201-500 members - \$500.00; 501-1,000 members - \$650.00; 1,000-2,000 members - \$800.00.
21. The fee for an On Sale Intoxicating Liquor License pursuant to §1120.23 shall be \$1700.00
22. The fee for an On Sale 3.2 Beer License pursuant to §1120.23 shall be \$150.00.
23. The fee for an Off-sale 3.2 Beer License pursuant to §1120.23 shall be \$50.00
24. The fee for a Wine Permit pursuant to §1120.23 shall be \$150.00.
25. The fee for a special event On-Sale Liquor shall be \$25.00.

Water/Sewer:

26. The monthly water base fee for a Residential/ Low Volume User (5/8"-3/4" Meter) shall be \$18.00 .
27. The monthly water base fee for a Multi-Family Dwelling Unit shall be ~~\$13.00~~ \$18.00 per unit.
28. The monthly water base fee for a Large Volume User shall be \$28.00.
29. The monthly sewer base fee for a Residential/Low Volume User (5/8"-3/4" Meter) shall be \$18.00.
30. The monthly sewer base fee for a Multi-Family Dwelling Unit shall be \$18.00 per unit.
31. The monthly sewer base fee for a Large Volume User shall be \$28.00.
32. The fee for water shall be \$0.0066 per gallon.
33. The fee for sewer shall be \$0.0066 per gallon.
34. The fee for bulk water shall be \$9.90 per thousand gallons.
35. The fee for an account setup shall be \$25.00.
36. The fee for reading a meter shall be \$25.00.
37. All water meters shall be reimbursed at cost.
38. The fee for gaskets shall be reimbursed at cost.
39. The fee for labor to replace a water meter shall be \$25.00.
40. The fee for Disconnection shall be \$25.00.
41. The Tap fee for Water connection shall be \$250
42. The fee for Septic Load Discharge will be \$25 per load.
43. The fee for a Sanitary Sewer Discharge Permit shall be \$100.00.
44. Late fee/Penalty Charge shall be \$5.00.
45. Minnesota State Drinking Water Fee shall be \$9.72/annually.



CITY OF BLACKDUCK

RESOLUTION NO: 2021-02

Pine Tree Park Campground:

46. The fee for picnic shelter reservations shall be \$35.00.
47. The fee for RV campsites with electric and water shall be \$30.00 per night
48. The fee for primitive campsites with electric shall be \$28.00 per night
49. The fee for primitive campsites w/o electric and water shall be \$22.00 per night
50. The fee for RV sanitary dump shall be \$15.00.
51. The fee for violation of pine tree park regulations pursuant to §195 shall be \$50.00.

Cemetery:

52. The fee for a single grave space pursuant to § 600.03 shall be \$250.00 of which \$187.50 shall be allocated to the Cemetery Fund and \$62.50 shall be allocated to the Perpetual Care Fund.
53. The fee for vault rental pursuant to § 600.03 shall be \$100.00 if burial @ Lakeview Cemetery, or \$175 if not.
54. The fee for conduct violation pursuant to § 600.06 shall be \$25.00

Additional Ordinance's

55. The fee for Animals Running at Large pursuant to § 920.02 Subd. 1 shall be \$25.00 for the 1st offense; \$50 for a 2nd offense; & \$60 for a 3rd offense.
56. The fee for Dangerous Animals pursuant to §920.11 shall be \$60.
56. The fee for Habitual Barking Dog pursuant to § 920.07 Subd. 1 shall be \$25.00.
57. The fee for Failure to License Dogs pursuant to § 920.02 Subd. 2 shall be \$25.00.
58. The fee for Lurking or Loitering pursuant to § 209 shall be \$50.00.
59. The fee for Curfew Violation pursuant to § 27.00 shall be \$50.00.
60. The fee for Public Nuisance – pursuant to § 900.15 shall be \$50.00 for the 1st offense and \$100 for the 2nd offense.
61. The fee for Public Nuisances Affecting Peace & Safety pursuant to §900.18 V.(1) Noises prohibited shall be \$60
62. The fee for Parking Violations pursuant to §710.01 shall be \$25.00
63. The fee for Impeding Snow Removal pursuant to § 710.07 shall be \$25.00
64. The fee for Time Limitations on Parking Restriction pursuant to § 710.05 shall be \$20.00.
65. The fee for Snow Removal Parking Restriction pursuant to §710.06 shall be \$20.00.
66. The fee for Snow Emergency pursuant to § 710.08 shall be \$25.00.
67. The fee for Material on the Sidewalk pursuant to § 930.03 shall be \$25.00.
68. The fee for Obstruction of Streets pursuant to § 930.02 shall be \$50.00.
69. The fee for Failure to Obtain Permit to Excavate in Street, Etc. pursuant to § 930.22 Subd. 1 shall be \$75.00
70. The fee for Failure to Stop at Intersections pursuant to §700.03 shall be \$75.00.
71. The fee for Excessive Noise pursuant to § 700.07 Subd 1&2 shall be \$50.00.
72. The fee for U-Turns pursuant to § 700.06 shall be \$60.00
73. The fee for Exhibition Driving pursuant to §700.08 shall be \$60.00
74. The fee for Cruising pursuant to § 700.09 shall be \$60.00.
75. The fee for Motor Vehicle Noise pursuant to §700.10 shall be \$60.00/



CITY OF BLACKDUCK RESOLUTION NO: 2021-02

76. The fee for Snow Mobile and ATV Restriction pursuant to § 720.05 shall be \$60.00.
77. The fee for Persons under 18 – Snowmobile pursuant to § 720.06 shall be \$60.00.
78. The fee for failing to Stop or Yield pursuant to §720.07 shall be \$60.00.
79. The fee for Unauthorized Use of Motor Vehicle on Trail pursuant to §740.03 Subd 1 shall be \$60.00.
80. The fee for Unauthorized Use of Snowmobile on Trail pursuant to § 740.03 Subd 2 shall be \$60.00.
81. The fee for Disobeying Stop Sign pursuant to § 740.03 subd 3A shall be \$60.00.
82. The fee for Failing to Yield Right-of-Way pursuant to §740.03 Subd 3D shall be \$60.00.
83. The fee for Littering pursuant to § 740.06 Subd. 3 shall be \$25.00.
84. The fee for Consumption in Public Places pursuant to §1120.05 shall be \$60.00.
85. The fee for Intoxicating Liquor Sale to Minors pursuant to §1120.06 shall be \$60.
86. The fee for Discharge of Gun/Firework in the City Limits of Blackduck pursuant to §1300.02 shall be \$60.
87. The fee for Curfew Violation pursuant to §1300.03 shall be \$25 for a 1st offense; \$50 for a 2nd offense; & \$60 for a 3rd offense.
88. The fee for Disorderly Conduct pursuant to §1300.07 shall be \$60.

Other Miscellaneous Fees:

89. The fee for Concession for profit vendors at the Wayside Rest shall be \$10.00 with electric.
90. The fee for copies shall be \$0.15.
91. The fee for faxes shall be \$1.00 for the first page and \$.15 for each additional page.
92. The fee for impounded automobiles shall be \$45.00 per day
93. The fee for Club House rental is \$100.00 for 6 hours.
94. The fee for a Notary shall be \$2.00.

Revised & Adopted by the City Council of the City of Blackduck on January 11, 2021.

Approved:

Maxwell Gullette, Mayor

Christina Regas – City Administrator



CITY OF BLACKDUCK RESOLUTION NO: 2021-03

A RESOLUTION AUTHORIZING THE VACATION OF STREETS IN THE PRELIMINARY PLAT ENTITLED SOUTHERN DUCK ESTATES

WHEREAS, the Blackduck City Council has ordered a public hearing to consider the proposed vacation of Universal Drive SW between Orion Ct. SW and Milky Way Dr. SW and Orion Court SW and Milky Way Dr. SW in its entirety in the preliminary plat entitled Southern Duck Estates;

AND WHEREAS, a public hearing was held on January 11, 2021 before the City Council in the City Hall after due published and posted notice had been given by the clerk on January 2, 2021 and January 9, 2021 and all persons interested were given and opportunity to be heard,

AND WHEREAS, it appears that it will be for the best interest of the City to vacate such streets;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Blackduck resolves the streets described below are hereby vacated:

1. Universal Drive SW – from Orion Court SW and Milky Way Dr. SW
2. Orion Court SW
3. Milky Way Dr. SW

The foregoing resolution was offered by Councilmember _____, and upon due second by Councilmember _____, was passed by the following vote:

Roll Call: Ayes: _____ Nays: _____
Motion Passed:

APPROVED:

ATTEST:

Maxwell Gullette, Mayor

Christina Regas – City Administrator



CITY OF BLACKDUCK RESOLUTION NO: 2021-03

State of Minnesota
County of Beltrami
City of Blackduck

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Blackduck, Minnesota at a duly authorized meeting thereof held on the 11th day of January 2021, as shown by the minutes of said meeting in my possession.

Christina Regas, City Administrator



CITY OF BLACKDUCK RESOLUTION NO: 2021-04

RESOLUTION ACKNOWLEDGING DONATION FROM BLACKDUCK FIRE RELIEF ASSOCIATION

WHEREAS, The City of Blackduck is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes §412.21 and §465.03 for the benefit of its citizens and;

WHEREAS, the City of Blackduck has received a donation of \$62,575.00 from the Blackduck Fire Relief Association; and

WHEREAS, the City of Blackduck host a Fire Department Special Equipment Fund;

NOW THEREFORE BE IT RESOLVED, by the City Council of Blackduck, Minnesota, that the City Council of the City of Blackduck acknowledges and accepts the donation from Blackduck Fire Relief Association for the purpose of depositing in the Fire Department Special Equipment Fund for future capital expenditures; and

BE IT FURTHER RESOLVED THAT, the City Council of the City of Blackduck expresses its thanks and appreciation to Blackduck Fire Relief Association for their continued financial support.

Adopted this 11th day of January, 2021 by the City Council of the City of Blackduck

ATTEST:

Maxwell Gullette, Mayor

Christina Regas, City Administrator

LG555 Government Approval or Acknowledgment for Use of Gambling Funds

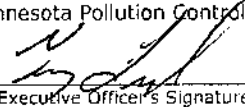
Keep this completed form attached to the LG100C in your organization's records. You do not need to submit this form to the Gambling Control Board or the Department of Revenue.

ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)

Organization Name: <u>Blackduck Five Relief</u>	License Number: <u>01944</u>
Address: <u>P.O. Box 380</u>	City/State/Zip: <u>Blackduck, MN 56630</u>

1. Amount of proposed lawful purpose expenditure: \$ 62,575.00
2. Check one expenditure category:
- A. **Contribution to a unit of government**—United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities.
 - B. **Wildlife management project or activity** that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR).
 - C. **Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use.
 - D. **Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
 - E. **Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA.
3. Describe the proposed expenditure, including vendors:

- **NO FINANCIAL OR OTHER BENEFIT:** I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minn. Rule 7861.0320, subp. 17, para. C.
- **FOR DNR-RELATED PROJECTS:** I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on form LG100C.
- **FOR SURFACE WATER QUALITY TESTING:** I affirm that the MPCA has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website: www.pca.state.mn.us

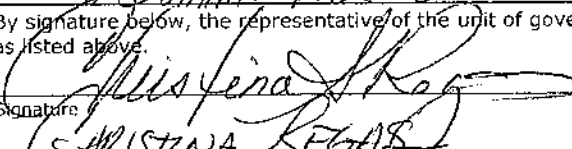
	<u>12-29-20</u>
Chief Executive Officer's Signature	Date
<u>Terry Frenzel</u>	<u>218 556-1654</u>
Print Name	Daytime Phone

GOVERNMENT APPROVAL/ACKNOWLEDGMENT

- Contribution amount: \$ _____ . Government use of contribution (check one):
- Wildlife**—DNR approves the wildlife management project or activity.
 - Trails**—DNR approves the grooming/maintaining of snowmobile and/or all-terrain vehicle trails.
 - Safety training**—DNR approves the supplies/materials for DNR safety training and educational programs.
 - Water quality testing**—MPCA approves the surface water quality testing project.
 - Donation to other unit of government** (city, county, state, federal, or any of their subdivisions) provided the funds will not be used for a pension or retirement fund.

Unit of Government: <u>City of Blackduck</u>	Phone: <u>218-835-4803</u>
Address: <u>8 Summit Ave E.</u>	City/State/Zip: <u>Blackduck, MN 56630</u>

By signature below, the representative of the unit of government acknowledges and approves the contribution amount for the use as listed above.

	<u>12-30-2020</u>
Signature	Date
<u>CHRISTINA REGAS</u>	<u>City Administrator</u>
Print Name	Title

Questions? Contact the Minnesota Gambling Control Board at 651-539-1900. This form will be made available in alternative format (i.e. large print, braille) upon request. The information requested on this form will become public information, when requested by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.



CITY OF BLACKDUCK
CONFLICT OF INTEREST / CODE OF ETHICS POLICY
FOR ELECTED OFFICIALS, MEMBERS OF CITY BOARDS,
COMMISSIONS, AND COMMITTEES
ADOPTED: APRIL 6, 2020 UPDATED: JANUARY 11, 2021

A. POLICY:

The residents and businesses of Blackduck are entitled to have fair, ethical, and accountable local government. Such a government requires that public officials of Blackduck:

- Comply with both the letter and the spirit of the laws and policies affecting operations of the city government.
- Be independent, impartial, and fair in their judgment and actions.
- Use their public office for the public good, not for personal or familial gain.
- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civil service.

City Council-members shall review and sign this Conflict of Interest/Code of Ethics policy in January of each year.

B. CODE OF ETHICS:

To this end, the Blackduck City Council has adopted this Conflict of Interest / Code of Ethics policy to encourage public confidence in the integrity of local government and in its fair and effective operation.

1. Act in the Public Interest

Recognizing the stewardship of the public interest must be the councilmember's primary concern. Councilmember's shall work for the common good of the people of Blackduck and not for any private or personal interest, and they will endeavor to treat all persons, claims, and transactions in a fair and equitable manner.

2. Comply with both the spirit and the letter of the Law and City Policy

Councilmember's shall comply with the laws of the nation, the State of Minnesota, and the City of Blackduck in the performance of their public duties. These laws include, but are not limited to: the United States and Minnesota constitutions; City of Blackduck ordinances and policies; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government. Councilmember's shall inform themselves of the laws and policies to which they are held accountable.

3. Conduct of Members

The professional and personal conduct of a member must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of any other members of Council, boards, commissions, or the public. Treat each other, staff or member of the public in a manner that is respectful and does not foster a hostile and unprofessional environment, whether in the workplace or at a city approved social event.



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4. Respect for Process

A Member shall perform his or her duties in accordance with the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

A Member shall prepare themselves for public issues; listen courteously and attentively to all public discussion before the body; and focus on the business at hand. Each member shall refrain from interrupting a speaker; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit

Council decision shall be based upon the merits and substance of the matter at hand.

7. Communication

It is the responsibility of Councilmember's to publicly share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other Councilmember's.

8. Disclosure of Corruption

All City officials shall take an oath upon assuming office, pledging to uphold the constitution and laws of the City, the State and the Federal government. As part of this oath, officials commit to disclosing to the appropriate authorities and/or to the City Council any behavior or activity that may qualify as corruption, abuse, fraud, bribery, or other violation of the law.

9. Confidential Information

Councilmember's shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial, or private interests.

10. Use of Public Resources

Public resources not available to the general public (e.g. City staff time, equipment, supplies, or facilities) shall not be used by Councilmember's for private gain or personal purposes.

11. Representation of Private Interests

In keeping with their role as stewards of the public trust, Councilmember's shall not appear on behalf of the private interests of a third-party before the City Council or any board or committee of the City.



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ADOPTED: APRIL 6, 2020 UPDATED: JANUARY 11, 2021

12. Advocacy

Each member shall represent the official policies or positions of the City Council, board or commission to the best of his or her ability when designated for this purpose. When presenting individual opinions or positions, a member shall explicitly state the opinion or positions do not represent the opinion or position his/her body, or the City of Blackduck, nor will he or she allow the inference that he or she does councilmembers or board and or commission member and each city employees has the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during any Council meeting, board or commission meetings, or any official City meeting.

13. Policy Role of Members - Each member shall respect and adhere to the council-manager structure of Blackduck City government as outlined by the Blackduck City Ordinance. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, and City staff. Except as provided by the City Ordinance, no members shall interfere with the administrative functions of the City or the professional duties of City staff; nor shall any member impair the ability of staff to implement Council policy decisions.

14. Improper Influence

Councilmember's shall refrain from using their position to improperly influence the deliberations or decisions of City staff, Council, or committees.

15. Positive Work Environment

Each member shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Each member shall recognize his or her special role in dealings with City employees so as not to create the perception of inappropriate direction to staff.

16. Compliance and Enforcement

Councilmember's themselves have the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of City government.

C. CONFLICT OF INTEREST:

1. In order to assure their independence and impartiality on behalf of the public good, Councilmember's shall not use their official positions to influence government decisions in which they have a financial interest or where they have an organizational responsibility or a personal relationship that would present a conflict of interest under applicable State law.
2. In accordance with the law, members shall file written disclosures of their economic interest and if they have a conflict of interest regarding a particular decision. They shall refrain from participating in that decision unless otherwise permitted by law.



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ADOPTED: APRIL 6, 2020 UPDATED: JANUARY 11, 2021

3. A councilmember may leave the meeting room during a discussion where a conflict of interest arises because of family relationships. The Councilmember will abstain from voting on an issue where a conflict of interest arises because of family relationships. These actions will be duly noted in the minutes of the meeting.
4. Councilmember's shall not take advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting gifts, favors or promises of future benefits that might compromise their independence of judgment or action or give the appearance of being compromised

D. SANCTIONS:

Model of Excellence

Any City Councilmember, Board and Commission Member or Council appointee who does not review the City Conflict of Interest / Code of Ethics Policy and sign the Model of Excellence (*Appendix A*) shall be ineligible for intergovernmental assignments or Council subcommittees.

Ethics and Conduct Training for Local Officials

Any City Councilmember, Board and Commission Member, Council appointee who is out of compliance with State- or City-mandated requirements for ethics training shall not represent the City regarding intergovernmental assignments or Council sub-committees, and may be subject to sanction.

Public Disruption

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from attending or speaking at that meeting and removed from the meeting.

Inappropriate Staff Behavior

Councilmembers should refer, to the City Administrator, or Mayor, or to the city attorney, any staff who does not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

Councilmembers Behavior and Conduct

Compliance and Enforcement. The Blackduck Conflict of Interest / Code of Ethics Policy expresses standards of ethical conduct expected from each member of the Blackduck City Council, or any board, commissions, or city appointee. Each member has the primary responsibility to assure the standards are understood and met, and that the public can continue to have full confidence in the integrity and conduct of Blackduck's government.

The chair of each board and commission as well as the Mayor and Council have the additional responsibility to intervene when any actions of a member which appears to be in violation of the Conflict of Interest / Code of Ethics Policy is brought to his or her attention.



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Any City Councilmembers who intentionally and repeatedly do not follow the provisions of the Conflict of Interest / Code of Ethics Policy may be sanctioned and reprimanded or formally censured by the Council, lose seniority or committee assignments (*both within the City of Blackduck or with inter-government agencies*) or have official travel restricted. Serious infractions of the Conflict of Interest / Code of Ethics Policy could lead to other sanctions as deemed appropriate by the Council.

Councilmembers should point out to the offending Councilmember any infractions of the Conflict of Interest / Code of Ethics Policy. If the infraction(s) continue, then the matter should be referred to the Mayor for action. If the Mayor is the individual whose action(s) are being challenged, the matter shall be referred to the Vice Mayor. It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought to the full Council in a public meeting.

Board & Commission Members Behavior and Conduct

Counseling, verbal reprimand and written warning may be administered by the Mayor to any board, commission member failing to comply with City policy. Such sanctions shall be private consistent with Minnesota law. If followed by Minnesota law copies of written reprimand administered by the Mayor shall be distributed in memo format to any chair of the appropriate board or commission, the city clerk, the city attorney, the City Administrator, and the City Council.

C(1) Any written reprimand administered by the Mayor shall not be distributed to any member of the public and shall not be publicized except as required pursuant to the Public Records Act.

C(2) The City Council may impose sanctions on a board or commission member, and city appointee whose conduct does not comply with the city policy, including but not limited to removal from office, position or job.

C(3) Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to the Council with supporting documentation. The Report to Council shall be distributed in accordance with Minnesota Public Records Act normal procedures, including hard copies and posting online. Any Report to Council addressing alleged misconduct by a board or commission member shall be routed through the Office of the city attorney for review as to whether any information within the report is exempt from disclosure pursuant to the Minnesota Public Records Act.

C (4) If in the opinion the City Administrator or city attorney an investigation is warranted, the city administrator or city attorney shall confer with the Mayor or Council. If in the opinion of the Mayor or Council shall direct the City Administrator and/or the city attorney to investigate the allegation and report the findings.

C(5) The results of any such investigation shall be provided to the full Council in the form of a Report to Council, and shall be placed on the agenda of a noticed public meeting as "Information Only". Any such



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report shall be made public and distributed in accordance with the Minnesota Public Records Act. Including hard copies to numerous public locations and posted online. Any report to the Council addressing an investigation of any board or commission member shall be directed to the Office of the City Attorney for review whether any information is exempt from disclosure pursuant to the Minnesota Public Records Act.

C(6) It shall be the Mayor’s and/or the Council’s responsibility to determine the appropriate action. Any action taken by Council (*with the exception of “take no further action”*) shall be conducted at a noticed public hearing. Actions which the council may undertake include, but are not limited to: discussing and counseling the individual with respect to the violation(s); placing the matter on a future public hearing agenda to consider sanctions; forming an ad hoc subcommittee of council members to review the allegation, the investigation and its findings, as well as to recommend options for Council consideration.

C(7) Under the City Ordinance, the City Council also may remove any member of boards and commissions from office. A violation of this Code of Ethics and Conduct shall not be considered a basis for challenging the validity of the Council, boards or commission’s decision.

This policy updated January 11, 2021.

Mayor Maxwell Gullette

Council Member Jason Kolb

Council Member Nicholas Seitz

Councilor Member Sheldon Ostlund

Attest: Christina Regas – City Administrator

Date signed



CITY OF BLACKDUCK
CONFLICT OF INTEREST / CODE OF ETHICS POLICY
FOR ELECTED OFFICIALS, MEMBERS OF CITY BOARDS,
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APPENDIX A
MODEL OF EXCELLENCE
Blackduck City Council Elected Officials,
Members of Boards, Commissions, and Committees

I certify that the individual named below was provided a copy of the City of Blackduck Conflict of Interest / Code of Ethics and copy of this form on the date indicated below.

Name _____

Signed this day of _____ 20____

Department _____

Position _____

City Administrator

Date

**PROPERTY OWNER PETITION FOR DETACHMENT
OF PROPERTY FROM A CITY**

IN THE MATTER OF THE PETITION FOR DETACHMENT OF
CERTAIN LAND FROM THE CITY OF BLACKDUCK, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.06

TO: Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P. O. Box 64620
St. Paul, MN 55164-0620

Pursuant to the 2012 amendment to Minn. Stat. § 414.06, the petitioner(s) shall also provide a copy of this petition to:

- 1) the city from which the land may be detached;*
- 2) all property owners who have not signed this petition;*
- 3) the clerk of the town to which the property may be attached if granted;*
- 4) the clerk of any other abutting town or city; and*
- 5) the county recorder in the county in which the land is located.*

PETITIONERS STATE: The number of petitioners required by Minnesota Statutes § 414.06, Subd. 1, to commence this proceeding is: all of the property owners if the area is less than 40 acres; or 75% or more of the property owners in number if the area is more than 40 acres.

It is hereby requested by:

 X all of the property owners, the area is less than 40 acres; or
 75% or more of the property owners, the area is more than 40 acres;
to detach certain properties described herein from the City of BLACKDUCK
and make a part of the Township of SUMMIT.

1. There are 1 property owners in the area proposed for detachment.
2. 1 property owners have signed this petition. (If the land is owned by both the husband and wife, both must sign the petition to represent all owners.)
3. The property is situated within the City of BLACKDUCK, abuts the municipal boundary, and is located in the County of BELTRAMI.
The petitioned area abuts on the city's S E W (circle one) boundary(ies).

4. The property proposed for detachment is rural in character and not developed for urban residential, commercial, or industrial purposes.
5. The reason detachment is requested is Desire to have a single local governing body for all my property
6. Summarize what efforts were taken prior to filing this petition to resolve the issues: None
7. The number of acres in the property proposed for detachment is 22.97 and is described as follows:

The Northeast One-Quarter of the Southwest One-Quarter (NE1/4 SW1/4), less the North 562 feet thereof

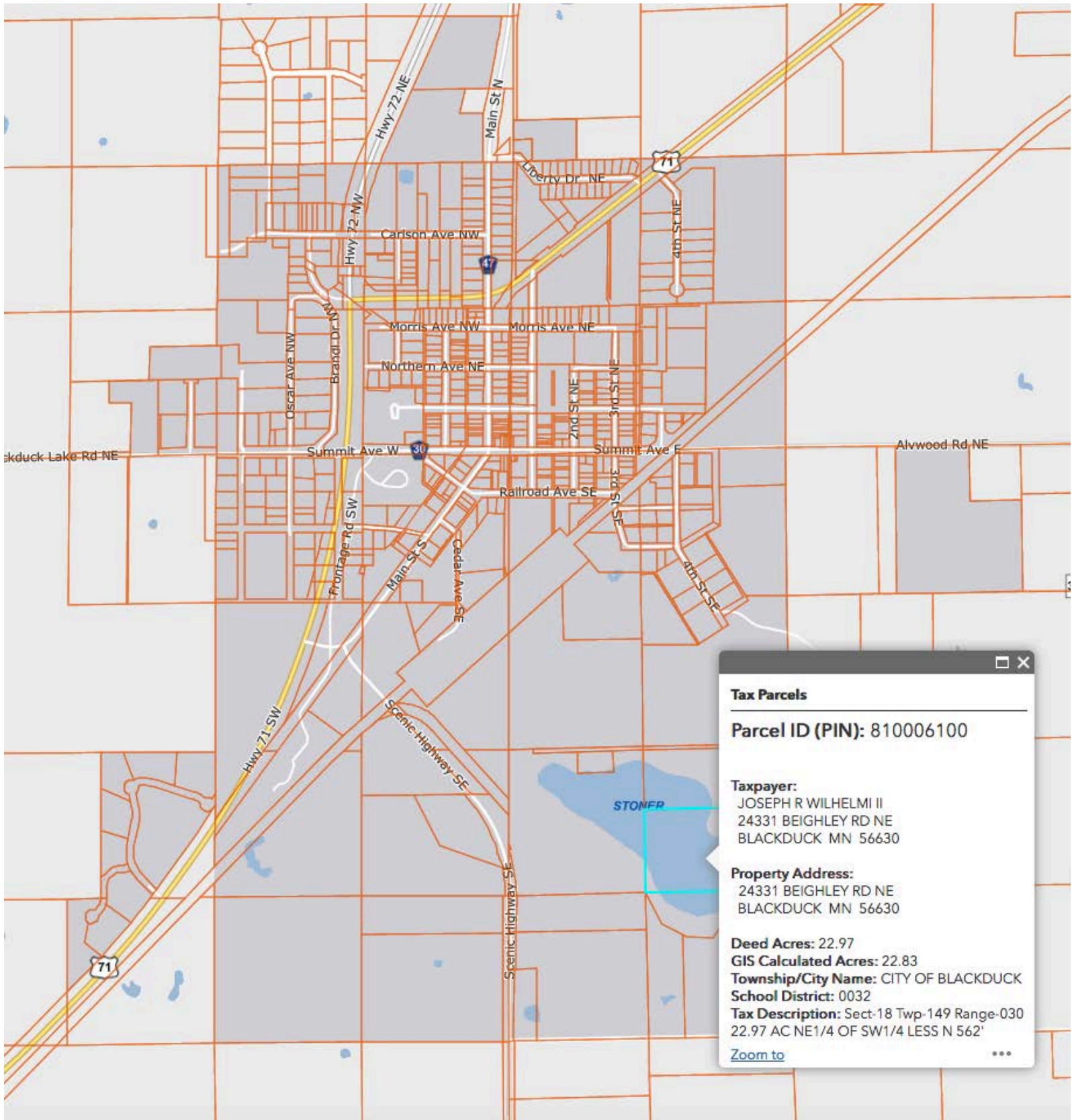
8. The number and character of buildings on said property is: qty 1: home
9. The number of residents in the area proposed for detachment is 3
(The number of residents is not necessarily the same as number of owners.)
10. Public improvements on said property are: None

Date: 12/30/2020

ALR Winkel II
Property Owner

Property Owner

Municipal Boundary Adjustment Unit Contact
Star Holman star.holman@state.mn.us 651-361-7909
(July 2019)



Tax Parcels

Parcel ID (PIN): 810006100

Taxpayer:
 JOSEPH R WILHELMI II
 24331 BEIGHLEY RD NE
 BLACKDUCK MN 56630

Property Address:
 24331 BEIGHLEY RD NE
 BLACKDUCK MN 56630

Deed Acres: 22.97
GIS Calculated Acres: 22.83
Township/City Name: CITY OF BLACKDUCK
School District: 0032
Tax Description: Sect-18 Twp-149 Range-030
 22.97 AC NE1/4 OF SW1/4 LESS N 562'

[Zoom to](#) ...

December 17, 2020

Ms. Christina Regas
City of Blackduck
PO Box 380
Blackduck, MN 56630-0380

Bemidji

315 5th Street NW
Suite 1
Bemidji MN 56601

218.444.1859
Bemidji@Widseth.com
Widseth.com

Re: Funding for Building Demolition

Dear Christina,

Widseth appreciates the opportunity to submit a proposal to provide Professional services for the proposed commercial building demolition project in downtown Blackduck. Upon demolition and interior abatement, we anticipate that the site will result in increased economic benefit to the municipality.

Scope of Service

Project Description:

The proposed project consists of assistance for Funding and Demolition Planning for three commercial buildings in downtown Blackduck, MN. Funding Assistance will be in Phase 1.

Description of the Funding Opportunity – Demolition Loan Program, MN Department of Employment and Economic Development. If this funding is approved, it will pay for acquisition, demolition (including destruction, removal, clearance, interior remediation, and proper disposal), on costs incurred after award.

Funding will be awarded in the form of a 2% interest loan on a 15-year term. Interest will accrue after two years, with payments to start in year three. The city will need to pass a resolution of support and confirm coverage of the loan. When the city sells the lot and it is redeveloped, 50% of the remaining balance is forgiven.

Assistance Scope of Services – Phase 1:

Based upon the project description outlined above, Widseth proposes the following scope of services:

- Research existing monumentation and establish a legal description for the parcels, as required for funding application. Preparation of a location map with boundaries and site features, as required for funding application. These services will be performed by a licensed Land Surveyor.
- Prepare an estimate now for the cost of the demolition and removal of the buildings, including backfill of the areas. These services will be performed by a licensed Architect and Structural Engineer.

- Maintain point of contact with state officials and city employees on funding application. Determine a verbal estimate for interior abatement, including asbestos and lead paint removal. This will be a soft estimate, only be used in preparation of the funding application, as a hard estimate cannot be determined until the demolition plan is complete. Prepare building condition reports on the three buildings to the standard as needed by the funding application. Coordinate supporting documents that may be needed in the funding application, such as appraisals and purchase agreements, although the cost of preparing these documents is not included in this agreement. Prepare and submit Funding application according to requirements. These services will be performed by a Funding Specialist.

Assistance Scope of Services – Phase 2:

- Preparation of a demolition plan that will include visiting the site, determining the situation, and assembling drawings to indicate the procedures required to complete the demolition. These services will be performed by a licensed Architect and/or Structural Engineer.

Date of Services:

- Activities associated with Phase 1 of this agreement will begin as soon as it is signed and returned. The activities identified in Phase 1, will be completed by the funding application deadline of February 1, 2021.
- Activities associated with Phase 2 of this agreement will begin as soon as it is signed and returned. The activities identified in Phase 2, will be completed by March 15, 2021.

Widseth proposes to complete the scope of services described above on a Lump Sum Basis of \$10,600. If you are in agreement with this proposal, please sign the agreement below and return to Widseth.

Thank you for allowing Widseth to provide you with this proposal.

Sincerely,

Widseth Smith Nolting & Associates, Inc.



Stephen Rose, AIA, NCARB



Gail Leverson, MBA, EDFP



Curt Meyer, P.E., VP



Garrett Borowicz, LS, VP

Accepted by: City of Blackduck

The above proposal and attached General Provisions are satisfactory and Widseth is authorized to do the work as specified. Payment will be made through the signature of its authorized representative below, verbally, or by permitting Widseth to commence work on the project. This proposal is valid for 30 days.

(Signature)

(Title)

(Date)

Enclosure: Widseth General Provisions



CITY OF BLACKDUCK RESOLUTION NO: 2021-05

RESOLUTION APPROVING THE APPLICATION FOR AND COMMITMENT TO FINANCIAL SUPPORT FOR THE MINNESOTA DEMOLITION LOAN PROGRAM FOR COMMERCIAL PROPERTY IN THE CITY OF BLACKDUCK

BE IT RESOLVED that, the City of Blackduck act as the legal sponsor for project(s) contained in the Demolition Loan Program to be submitted on February 1, 2021 and that the Mayor of the City of Blackduck is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Blackduck.

BE IT FURTHER RESOLVED that the City of Blackduck has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the loan repayment and security identified in the application are committed to the project identified and the City of Blackduck has the authority to incur debt by resolution of the board of council authorizing issuance of a bond or note, payable to DEED to repay and secure the loan.

BE IT FURTHER RESOLVED that the City of Blackduck has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickback, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by state, the City of Blackduck may enter into an agreement with the State of Minnesota for the above referenced project(s), and that the City of Blackduck certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW THEREFORE BE IT FINANLLY RESOLVED that the Mayor of the City of Blackduck and the City Administrator are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Blackduck.

Adopted this 11th day of January, 2021 by the City Council of the City of Blackduck

ATTEST:

Maxwell Gullette, Mayor

Christina Regas, City Administrator



A GREAT PLACE FOR FAMILIES

8 Summit Ave. NE, PO Box 380, Blackduck, MN 56630-0380

NOTICE OF PUBLIC HEARING TO RECEIVE PUBLIC COMMENT

NOTICE IS HEREBY GIVEN, The CITY OF BLACKDUCK will conduct a public meeting on February 8, 2021 @ 6:00pm at Blackduck City Hall 8 Summit Ave. E.

This will be an informational meeting to discuss the construction of a public facilities building for the public works department and law enforcement department, including economic and environmental impacts, service area, alternatives to the project, and potential funding sources, included USDA Rural Development. All residents and property owners within the City of Blackduck are encouraged to attend.

The City of Blackduck must by Statute §1942.17 (j) (9) to become eligible for financial assistance pertaining to loans for community facilities provide the general public the opportunity to become acquainted with the proposed project and to comment.

The notice of pre-application review from USDA Rural Development and supporting documents will be available for review on the city website www.blackduckmn.com and hard copy available at Blackduck City Hall prior to the Public Hearing. All public comment is encouraged at the scheduled meeting.

Christina Regas
City Administrator

www.blackduckmn.com

Phone: (218) 835-4803 Fax: (218) 835-4801 Email: city@paulbunyan.net

"The City Of Blackduck Is An Equal Opportunity Provider"



8 Summit Ave. NE, PO Box 380, Blackduck, MN 56630-0380

**NOTICE OF PUBLIC HEARING FOR
THE LAND COMBINATION APPLICATION
FROM ISD#32
FOR PARCELS 81.00111.00 & 81.00110.00**

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Blackduck, Minnesota, will hold a public hearing on February 8, 2021 beginning approximately at 6:30 p.m. The meeting will be held at Blackduck City Hall 8 Summit Ave. E. Blackduck, MN 56630 for the purpose and taking public comment and reviewing the preliminary land combination application from Independent School District #32 for parcels 81.00111.00 & 81.00110.00 (*located at 81 1st Street NE & 57 Margaret Ave. NE*) for the purpose of future development.

All persons may appear at the public hearing and present their views orally or in written form. A copy of the preliminary land combination application may be obtained at the City's offices located at 8 Summit Avenue, N.E., Blackduck, Minnesota.

Christina Regas
City Administrator

www.blackduckmn.com

Phone: (218) 835-4803 Fax: (218) 835-4801 Email: city@paulbunyan.net

"The City Of Blackduck Is An Equal Opportunity Provider"



CITY OF BLACKDUCK
PRELIMINARY LAND COMBINATION REQUEST FORM

Recorder Contact: Christina Regas
Date: 11/18/2020
Fee Owner: ISD #32
Address: PO Box 550 Blackduck, MN 56630

Internal Checklist
GIS
ZONING
AUDITOR

Tax Parcel Number: 81.00111.00 & 81.00110.00

Correct Legal Description:

- A. Description of Parcels to be Combined: Sect-07 Twp - 149 Range - 030 BLACKDUCK Lot- 004 Block-007 & LOTS 5 & 6 & Sect - 07 Twp - 149 Range - 030 BLACKDUCK Lot - 001 Block - 007 & LOTS 2 & 3
B. Description of Remainder: N/A
C. Number of Parcels being Created: 1

Lakeshore: YES NO X If yes, what body of water? (If within 1000 feet of lakeshore must have a land survey per Ordinance. Attach survey, plat drawing or sketch.)

Location of Property:

- If in city limits, which City? (Bemidji, Blackduck, Kelliher, Wilton, Turtle River)
A. Approval YES (need letter) NO
B. Fee Paid YES NO
If in township with zoning, which Township? (Alaska, Bemidji, Frohn, Sugar Bush, Taylor, Ten Lake, Turtle River)
A. Approval YES (need letter) NO
B. Fee Paid YES NO

Contact Person: Christina Regas, City Administrator
Address: PO Box 380 Blackduck, MN 56630
Phone: 218-835-4803

COUNTY USE ONLY:

APPROVED: YES (Expiration Date:) NO
SIGNATURE: DATE:

COMMENTS:

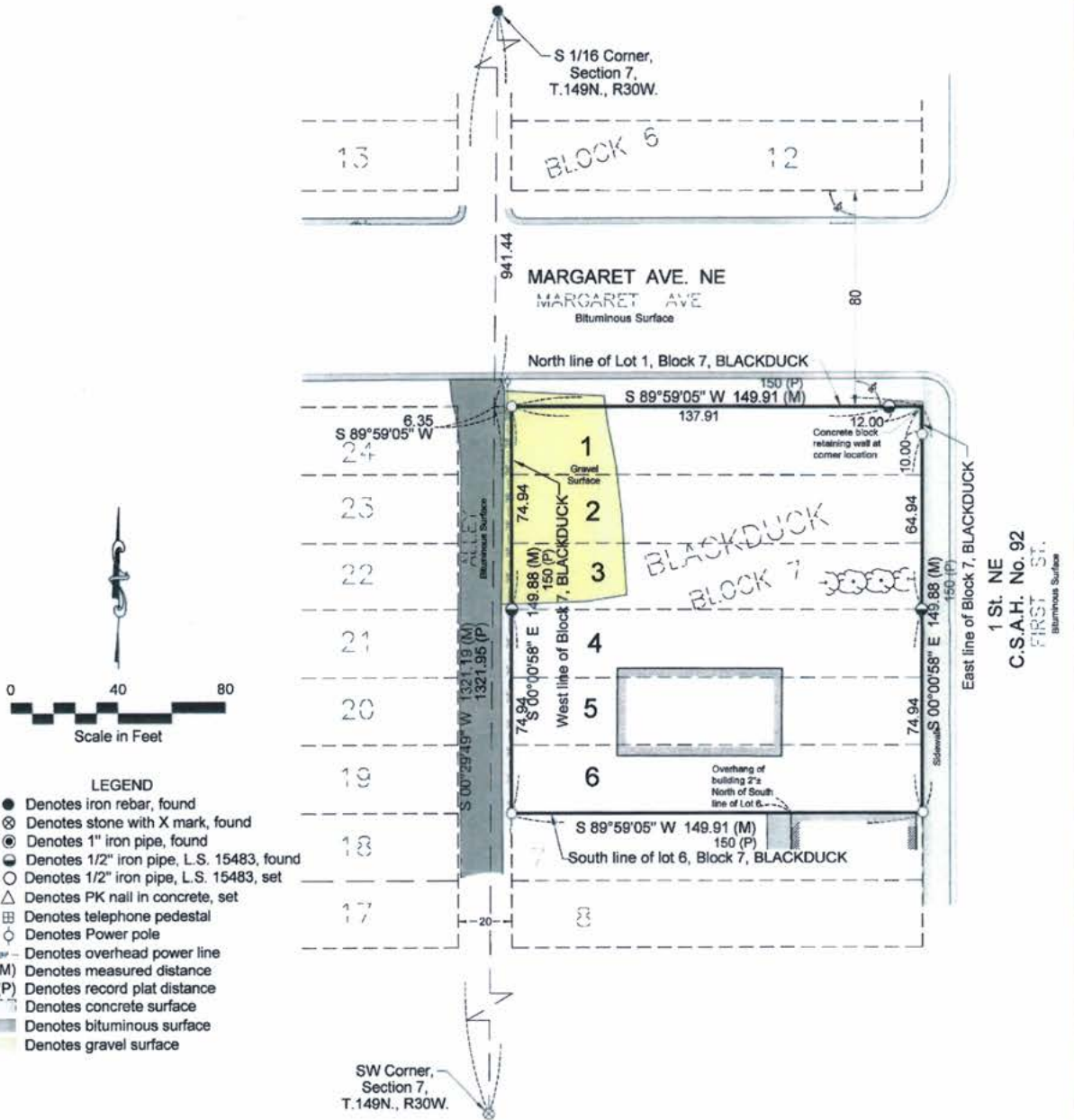
- \$100.00 Division Fee per Split
1. Current Year's Taxes Paid in Full
2.

CERTIFICATE OF SURVEY

Part of
Block 7, PLAT OF BLACKDUCK, Beltrami County, Minnesota.

PROPERTY DESCRIPTION

Lots 1, 2, 3, 4, 5 and 6, Block 7,
Blackduck, according to the recorded
plat thereof.



COORDINATE TABLE (Beltrami County, South Zone, NAD83(96))

CORNER	NORTHING	EASTING
SW Section 7	215838.162	574413.235
S 1/16, Section 7	217159.299	574424.691

I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

ROBERT W. MURRAY LICENSE NO. 19883
DATE 08-28-20 FILE NO. 20-218C

MURRAY
SURVEYING, INC.
P.O. BOX 1035 BELTRAMI, MN 56501
218-751-5898



**REAL ESTATE & TAX SERVICES
 BELTRAMI COUNTY AUDITOR-TREASURER
 701 Minnesota Avenue NW, Ste 220
 Bemidji, MN 56601-3178
 (218) 333-4138 (Telephone)
 (218) 333-8427 (Fax)**

I hereby request to have the following parcels of land combined for tax purposes:

Parcel #	Description
810011000	Lots 1, 2, & 3, Block 7, PLAT OF BLACKDUCK
810011100	Lots 4, 5, & 6, Block 7, PLAT OF BLACKDUCK

I AM AWARE THAT STATE, COUNTY, TOWNSHIP, OR CITY LAWS OR REGULATIONS MAY PREVENT THE SEPARATION OF THE ABOVE PARCELS IN THE FUTURE, AND THAT SUCH SEPARATION, IF PERMITTED, MAY REQUIRE A NEW SURVEY OF THE PARCELS, THE RECORDING OF INSTRUMENTS OF CONVEYANCE (DEEDS), THE SECURING OF A VARIANCE, OR OTHER LEGAL ACTION, AND THE PAYMENT OF FEES OR OTHER COSTS ASSOCIATED WITH THIS PROCESS.

Signature _____ Date _____

Phone # _____

Fee Owner's Signature _____ Date _____

OFFICE USE ONLY

AUDITOR-TREASURER

ASSESSOR

Current Taxes Paid _____

EMV _____ ACRES _____

Delinquent Taxes Paid _____

TILLABLE - VALUES _____ ACRES _____

Same Fee Ownership _____

PAYABLE YEARS _____

Same District Code _____

STATE CHANGES YES _____ NO _____

Contiguous Parcels _____

Same TIF District _____



701 Minnesota Ave NW Suite 130 Bemidji, MN 56601

Phone 218.333.4113 Fax 218.333.8427

City of Blackduck

JAN 08 2021

January 7th, 2021

Christina Regas
PO Box 380
Blackduck, MN 56630

Greetings,

We are writing to notify you of the Local Board of Appeal and Equalization Meeting that is scheduled for the City of Blackduck on Monday April 26th at 9:00 am at City Hall. Please make sure someone is there to open the building. Let us know if this date/time does not work for you by February 15th, 2021 to reschedule.

Please feel free to contact my office with any questions.

Sincerely,

Samantha Erpelding
Assessment Specialist
samantha.erpelding@co.beltrami.mn.us
218-333-4113