



# AGENDA

## Blackduck City Council Meeting

6:00 PM - Tuesday, July 6, 2021

City Hall, 8 Summit Drive, Blackduck MN

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1. CALL TO ORDER	
a. Roll Call	
b. Pledge of Allegiance	
2. APPROVAL OF AGENDA	
3. CONSENT AGENDA	
<i>All items listed under the Consent Agenda, unless removed from the Consent Agenda shall be approved by one Council motion.</i>	
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m. May 2021 LG216 Lawful Gambling Monthly Rent - Blackduck Fire Relief Association	37

[LG216 05-2021](#)

- n. Final Approval - Month End Remittance Report for June 2021 38  
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- o. Final Approval - US Department of the Coronavirus State & Local Fiscal Recovery Fund Award Terms & Conditions - Assurances of Compliance with Civil Rights Requirements 39 - 46  
[NEU Award Terms and Conditions signed](#)
- p. Final Approval - May - June 2021 New Hires (*tabled from June Council Meeting*) 47  
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- q. Final Approval - June - July 2021 New Hires 48  
[June-July 2021 new hires approval](#)
- r. Final Approval - July 1, 2021 Potential Refunding of Existing Bonds - Ehlers 49 - 50  
[City of Blackduck Refunding Analysis 20210701\\_095703](#)
- s. Final Approval - June 2021 First Half Property Tax Statement Report 51 - 55  
[June 2021 First Half Property Tax payment](#)
- 4. PUBLIC HEARING AGENDA  
*(Mayor Gulette to close the regular meeting & open the public meeting - MAK Properties Land Combination / Division)*
  - a. Public Comment required for Land Combination/Division of Parcels - Preliminary Land Combination / Division Request - MAK Properties 56 - 62  
[PRELIMINARY DIVISION REQUEST FORM MAK Properties 2894818](#)  
[Certificate of Survey - Southern Duck Estates](#)  
[Sparby Descriptions - Southern Duck Estates](#)
- 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. REPORTS OF COMMITTEES AND CITY STAFF
  - 6.1. Public Works Report - Mike Schwanke, Public Works Supervisor
    - a. Approval Needed - City Playground materials & containment edging purchase - Liquor Rent Fund
  - 6.2. Liquor Store Report - Shawnda Lahr, Liquor Store Manager
  - 6.3. Law Enforcement Report - Jace Grangruth, Police Chief
  - 6.4. Fire Department Report - Brian Larson, Fire Chief
  - 6.5. Golf Course Report - Jim Andersen, Golf Course Superintendent & Pam Exner, Club House Manager
    - a. Golf Board Meeting Recommendation regarding RV Park
    - b. July 8, 2021 Golf Board Meeting - 4:30pm - Club House
  - 6.6. Library Report - Kelly Hanks, Head Librarian

7. ADMINISTRATOR'S REPORT
- a. Approval Needed - Purchase Agreement between MAK Properties and the City of Blackduck 63 - 73  
[1275\\_001](#)
  - b. Approval Needed - MAK Properties Land Combination / Division Application 74 - 79  
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  - c. Approval Needed - Flag Retirement Drop Box Purchase 80 - 82  
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  - d. Approval Needed - Resolution 2021-01 Revision #3 - Resolution of annual appointments and designations for 2021 - Golf board member addition - Misty Frenzel 83 - 87  
[2021-01-3-Resolution of annual appointments and designations for 2021](#)
  - e. July 14, 2021 @ 11am - Blackduck Development Corp - City Hall
  - f. July 21, 2021 2pm - Blackduck Planning Commission Meeting - City Hall
  - g. July 19, 2021 6pm - Blackduck City Council Work Session
  - h. August 9, 2021 6pm - Blackduck City Council Regular Meeting
8. MAYOR AND/OR COUNCIL MEMBER REPORTS
9. COMMUNITY EVENTS/GOOD THINGS HAPPENING
- a. Employee Anniversaries -
    - 1. Scott Geerdes - Fire Department - 8 years 2013
    - 2. Andy Jespersen - Police Department - 6 years 2016
  - b. July 21, 2021 Noon - Blackduck Area Chamber of Commerce Meeting - Hungry Duck Restaurant
  - c. July 31, 2021 - Blackduck Woodcarver's Festival
10. ADJOURNMENT



# MINUTES

## Council Meeting

6:00 PM - Monday, June 7, 2021

City Hall, 8 Summit Drive, Blackduck MN

The Council of the City of Blackduck was called to order on Monday, June 7, 2021, at 6:00 PM, in the City Hall, 8 Summit Drive, Blackduck MN, with the following members present:

**COUNCILORS PRESENT:** Mayor Maxwell Gullette, Councilor Nicholas Seitz, and Councilor Donald Johnson

**COUNCILORS EXCUSED:** Councilor Jason Kolb and Councilor Sheldon Ostlund

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

**OTHERS PRESENT:** Tony Rossberg, Tara and Aden Erickson, Ron Arndt, Kay Dahl

### 1. CALL TO ORDER

- a. Roll Call  
Administrator Regas took roll call of those present.
- b. Pledge of Allegiance  
Mayor Gullette led the meeting with the pledge of allegiance.

### 2. APPROVAL OF AGENDA

- a.

Nicholas Seitz moved to approve the agenda as presented Donald Johnson seconded the motion.

Carried 3 to 0

Maxwell Gullette	For
Nicholas Seitz	For
Donald Johnson	For

### 3. CONSENT AGENDA

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

- a. May 10, 2021 Blackduck City Council Meeting Minutes
- b. May 10, 2021 Kitchigami Regional Library Board Meeting Packet - includes March 18, 2021 Meeting Minutes
- c. May 19, 2021 Blackduck Planning Commission Meeting Minutes
- d. May 24, 2021 Blackduck City Council Work Session Meeting Minutes

- e. May 2021 Fund Balance Report
- f. May 2021 Bill Batch
- g. May 2021 Sewer Income Statement
- h. May 2021 Water Income Statement
- i. May 2021 Pine Tree Park Income Statement
- j. May 2021 Golf Course Income Statement
- k. May 2021 Liquor Store Income Statement
- l. Final Approval - LG216 Lawful Gambling Monthly Rent - Blackduck Fire Relief Association
- m. Final Approval - MNPCA Petroleum Tank Release Site File Closure Report - 188 Main Street - Raymond Finney
- n. Final Approval - City of Blackduck Pine Tree Park Campground Host Agreement between the City of Blackduck & Gary L. Hennes
- o. Final Approval - Delta Dental Plan Contract Renewal - Renewal Period 9/1/21 - 8/31/22
- p. Final Approval - May-June 2021 New Hires

Nicholas Seitz moved to approve the consent agenda removing item 'P' for further discussion Donald Johnson seconded the motion.

Carried 3 to 0

Maxwell Gullette	For
Nicholas Seitz	For
Donald Johnson	For

- r. P. Final Approval - May-June 2021 New Hires  
 Mayor Gullette stated he would not vote on the motion for item 'P' as his daughter was a new hire on the list. Regas stated without Mayor Gullette's vote the board does not have a quorum to approve the item. The Board agreed to table the item until the July 2021 meeting when a quorum was attained. Councilor Seitz asked for clarification of the hiring of the new staff and if they could not begin work due to the delay in the vote. Regas stated the department heads already approved the employment of the staff and that the tabled item would not delay the hiring. Nothing further.

q.

**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 for the Blackduck forum.

**5. REPORTS OF COMMITTEES AND CITY STAFF**

**5.1. PUBLIC WORKS REPORT - MIKE SCHWANKE, PUBLIC WORKS SUPERVISOR**

5.1.1. Report -

Schwanke reported his department has started mowing for the season; the campground is open; and the cemetery was prepared for Memorial Day successfully. Mayor Gullette asked if Schwanke had prepared any financials for his plan for the golf course to RV conversion. Schwanke stated he had not but would do his best to have something for the next Council Work Session. Schwanke further reported the skid steer trailer has been built and would be shipped in from Texas this month. Councilor Johnson asked Schwanke for his plan on improving the bed of woodchips at the playground at Wayside Rest Park. Schwanke reported his future plan to fully replace all woodchips with rubber chips but did not have a timeline. Nothing further reported.

**5.2. LIQUOR STORE REPORT - SHAWNDA LAHR, LIQUOR STORE MANAGER**

5.2.1. Report -

Lahr reported the liquor store and bar had a very busy May and Memorial Weekend. Lahr further reported the business is beginning preparation for the remodel. Lahr stated the front canopy was to be removed later in the week. Regas reported to the board the construction funds were received and that a separate fund was set up for the construction costs and would be reported in the fund balance report. Nothing further.

**5.3. LAW ENFORCEMENT REPORT - JACE GRANGRUTH, POLICE CHIEF**

5.3.1. Report -

Chief Grangruth reported the hiring of additional part-time officers was on a temporary hold until Beltrami County solved their staffing issues. Grangruth reported his department still had adequate coverage with the existing officers. Nothing further.

**5.4. FIRE DEPARTMENT REPORT - BRIAN LARSON, FIRE CHIEF**

5.4.1. Report -

Administrator Regas reported the SCBA's had arrived to the department; the vendor had been paid for the equipment; and FEMA received the submission to reimburse the City of Blackduck with the approved grant funding. Nothing further.

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

5.5.1. Report -

Andersen reported the Toro reps would be out later in the week to look over the irrigation system. Andersen stated the clay valves in the system are over 38 years old and the no one makes them anymore. Andersen reported another foot valve is leaking which causes pressure issues and a new foot valve costs about \$300. Andersen stated his concern for the irrigation system and how much longer it can hold up. Andersen further stated May was a slow month for play but the club house now has staff to be open for cart rental and walk-on traffic. Regas reported Exner had begun booking tournaments for the summer.

**5.6. LIBRARY REPORT - KELLY HANKS, HEAD LIBRARIAN**

5.6.1. No report submitted.

**6. ADMINISTRATOR'S REPORT**

- a. Approval Needed - Resolution 2021-01 Revised - Resolution of Annual Appointments and Designations for 2021

Nicholas Seitz moved to approve Resolution 2021-01 with Revisions Donald Johnson seconded the motion.

Carried 3 to 0

Maxwell Gullette	For
Nicholas Seitz	For
Donald Johnson	For

- b. Council Consideration - Donation Request Blackduck High School Trap Club - Tara Erickson

Erickson was present to report 7 trap team players have made it to nationals and was present to request a donation to assist with sending the players to compete. After much discussion the board was in favor of increasing the donation request to meet the financial gap.

Nicholas Seitz moved to approve a donation to the Blackduck High School Trap Team in the amount of \$1170 to send 7 players to compete in Nationals in July 2021 Donald Johnson seconded the motion.

Carried 3 to 0

Maxwell Gullette	For
Nicholas Seitz	For
Donald Johnson	For

- c. June 9, 2021 @ 11am - Blackduck Development Corp - City Hall  
Mayor Gullette will attend in Councilor Ostlund's absence.
- d. June 13-18, 2021 - MCFOA Conference - St. Cloud - Regas Attending  
Regas reported MCFOA conference will be attended and that this conference was not held in 2020 due to the pandemic.
- e. June 21, 2021 6pm - Blackduck City Council Work Session
- f. June 23, 2021 @ 2pm - Blackduck Planning Commission Meeting  
Regas reported the PC meeting was moved due to her attendance to conference.
- g. July 5, 2021 - Independence Day Observed - City Offices Closed
- h. July 6, 2021 6pm - Blackduck City Council Regular Meeting  
Regas reminded the board this meeting was on a Tuesday due to the holiday.

## 7. MAYOR AND/OR COUNCIL MEMBER REPORTS

- a. nothing discussed.

## 8. COMMUNITY EVENTS/GOOD THINGS HAPPENING

- a. Employee Anniversaries -
  1. Mike Schwanke - Public Works - 3 years - 2019
  2. Terry Frenzel - Fire Department - 21 years - 2000
  3. Natasha Carlson - Liquor Store - 5 years - 2016Regas recognized the anniversaries of several City employees.

b. June 16, 2021 Noon - Blackduck Chamber of Commerce - The Pond

**9. ADJOURNMENT**

a.

Maxwell Gullette moved to adjourn the meeting at 6:40pm Donald Johnson seconded the motion.

Carried 3 to 0

Maxwell Gullette	For
Nicholas Seitz	For
Donald Johnson	For

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City Administrator, Christina Regas

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Maxwell Gullette, Mayor





# MINUTES

## Council - Work Session Meeting

6:00 PM - Monday, June 21, 2021

City Hall, 8 Summit Drive, Blackduck MN

The Council - Work Session of the City of Blackduck was called to order on Monday, June 21, 2021, 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 Nicholas Seitz, and Councilor Donald Johnson
- COUNCILORS EXCUSED:** Councilor Sheldon Ostlund
- STAFF PRESENT:** City Administrator Christina Regas, Public Works Supervisor Mike Schwanke, Liquor Store Manager Shawnda Lahr, and Assistant Liquor Store Manager Melissa Gullette
- OTHERS PRESENT:** Curt Meyer Widseth

### 1 CALL TO ORDER

- a) Roll Call  
Administrator Regas took roll call of those present.
- b) Pledge of Allegiance  
Mayor Gullette dispensed with the pledge of allegiance.

### 2 APPROVAL OF AGENDA

- a)

Nicholas Seitz moved to approve the agenda as presented Jason Kolb seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Nicholas Seitz	For
Donald Johnson	For

### 3 OLD BUSINESS

- a) Public Works / Police Facility Update  
Regas reported the timeline for funding from USDA is still awaiting notification from Angela Bokovoy of which can be up to 30-45 days bringing the City to the July regular council meeting. Nothing further at this time.
- b) Liquor Store Remodel/Addition Update  
Lahr reported the first construction meeting that was scheduled today at 2pm was abbreviated due to staffing and traffic. Lahr reported the meeting will be at 8am next week prior to opening the store. Lahr further stated some construction timeliness

during Backwoods Bash and Labor Day weekend were discussed and adjusted. Gulette reported the installation of 1 new AC unit and still 1 older unit hooked up. Mayor Gulette congratulated Melissa Gulette on passing her Food Safety Certification recently. Lahr reported Backwoods Bash festivities may look different this year but ensured the council they would be present at the park and have the beer tent. Nothing further.

c) Local Sales Tax Campaign Update - Curt Meyer

Meyer discussed the process on the creation of the campaign and how the process for the sales tax requires cities to list any and all projects the funding can be used for. Meyer stated the importance of having regional significance to the campaign to the improvements is present. Meyer stated that a straight forward use would be the roads inside the city. Meyer stated the in a meeting with him and Regas a brain storm session added additional funding to improve on the city campground; the pedestrian trail; infrastructure that could be added for future growth; and the library building. Meyer stressed to the council that the funding can't be used on projects that are outside the municipal boundary. Meyer will look at other cities narratives on the regional significance when framing the campaign for Blackduck. Councilor Kolb asked if future campsites; the wayside rest; and the 3-Pond system could be benefited. Regas and Meyer agreed. Councilor Johnson asked if any of the funding could go to assist the golf course with the issues they are having with the irrigation system. Regas stated it could be looked into. Nothing further.

d) Kitchigami Regional Library Unspent Funding - Update

Councilor Seitz reported that although not finalized the finance board is considering holding onto the unspent funding for up to 10 years so as not needing to levy the entities. Regas asked for clarification to mean the library board is considering not asking for funding of each entity. Seitz stated it wasn't for certain but the board appears to be moving in favor of it. Regas stated that with the amount levied each year for the Blackduck library the unspent funding for Blackduck would only cover about 4 years not 10. Regas asked if the determination would be agreed prior to the 2022 budgets. Seitz stated it was not 'set in stone'.

e) American Rescue Plan Act Funding -

Regas provided more information from the league of MN cities webinars to the board for review and reported she has formally submitted to the Treasury for the funding for the City of Blackduck. Regas reported the most recent amounts stated are based on the most recent census (833 pop.) bringing the amount for Blackduck could be about \$83,000. Regas reported there will 2 forms in the July consent agenda supporting the submission of funds.

Regas shared new approved options that she learned about recently including economic development (demo project option); housing investments (HRA funding option); child care provider assistance. Regas stated the replaced revenue option is only based on the city without the utilities and liquor revenue. Regas reported the City must prove a percentage of loss of revenue and if the amount meets the requirement then that amount can be used for anything the city wishes without restrictions. Regas stated there is a revenue loss calculator on line she will work on and report her findings at the next meeting. Councilor Kolb asked if the golf course would qualify if it was included in parks and rec. Regas stated the revenue loss is based on the 2020 year and the golf course would have already needed to be under that umbrella.

Regas reported that several financial advisors are advising cities be very careful in planning how to use the funding since if they chose to use it for a project that hasn't started yet but isn't completed by the deadline of 2024 it can be used until 2026 if budgeted that way. Regas further stated the first half of the funding will be received mid-July 2021 and can sit in a fund earmarked for a project like the Public Works Facility or something else.

Regas further reported it is being recommended if cities plan to use funding in 2022 to budget the funding in that year.

Regas further reported she reached out to the County Administrator Tom Barry and asked to partner with the county board to find out if there will be overlapping funding options with the county funds that could assist the City of Blackduck. Mayor Gullette would like to wait until the City has both halves of the funding before spending it.

f) Blackduck Stumpjumpers Public Parking lot - Update

Regas brought the board up to speed on the process of the land acquisition for the Blackduck Stumpjumpers public parking lot. Regas reported that the land will need to be in the ownership of the City of Blackduck for the funding to be approved. Regas further stated the snowmobile club has full intentions to reimburse the City for all the funding for the acquisition and development of the parking lot. Regas stated the snowmobile club has requested a lease agreement with the City to allow the club access to maintain and improve over time. Councilor Kolb asked who will hold the liability on the parking lot. Regas stated the City would hold the liability but will add language in the lease agreement when it comes time to work with the club. Regas included in the work session packet the purchase agreement with MAK Properties for review of the council and stated the City Council will need to approve the agreement at the July 7, 2021 regular council meeting.

Regas further reported MAK Properties will be have a preliminary land division/combination of his property in Southern Duck Estates for consideration at a public hearing on July 6, 2021.

#### 4 NEW BUSINESS

a) Flag Drop Box - Mayor Gullette

Mayor Gullette proposed the purchase of a flag drop box be purchased and placed permanently inside City Hall. Those board members present were in favor of the purchase and it was requested to discuss the authorization of the drop box at the July 6, 2021 meeting. Nothing further.

b) Splash Pad - Councilor Kolb

Councilor Kolb reported how nice it was to see the smaller splash pads in various cities on his vacation. Kolb stated how he thought a splash pad would attract more families and children to the city and a benefit to the wayside rest. Schwanke stated when he left Twin Valley they were in the process of getting ready to build one and they are a lot more involved than what it appears to be. Schwanke stated a splash pad with a size Kolb was referring to can run up to \$75,000 in costs to install. Schwanke stated his issues would be the city would absorb the costs and the draw would be large and the tax payers would fund the installation and maintenance. Regas stated Moore did some research of other cities that have splash pads or are in the process of building them and if the council would like to information she could have it electronically sent. Regas further stated that even pools lose cities money and the time and effort put forth to build the public swim beach opened last summer confuses her. Regas asked the board if a splash pad is something wanted more than a beach. Gullette stated he can see it being beneficial but even he received a request for a skate park too. *(Regas will keep the topic on the agenda for the next work session)*

c) Blackduck Golf Course Board Meeting - Tuesday, June 29, 2021 4:30pm - Club House

Councilor Kolb requested if possible to change the time of the meeting to 3pm so that he can be in attendance. Mayor Gullette stated he believes there will be several people in attendance to this board meeting. Regas stated there have been some members requesting information regarding the golf course and has been mitigating

some rumors of the course closing its doors. Regas stressed the importance that if the golf board meeting becomes a personnel related the staff has the right to close the meeting. Mayor Gullette requested Schwanke be in attendance. Nothing further.

d) Personnel Committee Meeting - Mayor Gullette requests

Mayor Gullette requested the personnel committee meet to discuss the job descriptions of the City Administrator, Public Works Supervisor and support staff; and the Golf Course staff (course manager, club house manager; and club house clerks and course maintenance) and to discuss any complaints taken on staff of the golf course if documented formally. Committee members present agreed to hold the meeting on Wednesday, June 30, 2021 @ 12pm at City Hall. Mayor Gullette requested Councilor Kolb be the committee chair to that meeting. Nothing further.

e) City Playground foundation material upgrades - Mike Schwanke

Schwanke reported he received an estimate to update the playground material for the park and wayside rest would be \$1400 delivered. Schwanke further stated he would like to remove the fence around the playground at the wayside rest and replace it with a containment material borders that hook together for a cost of \$3200 and if the City wanted a ramp at each playground it would be an additional \$700/each. Schwanke asked for feedback on a funding source for the containment material. Mayor Gullette asked if the costs good be covered with the Liquor Rent Funds. Regas agreed it was an acceptable expense. Gullette requested the item be added to the July 6, 2021 agenda for consideration. Councilor Johnson asked how long it will take for delivery. Schwanke was uncertain at this time. Nothing further.

f) RV Park on Golf Course Property - Mike Schwanke

Schwanke requested feedback from the board members prior to moving forward with gathering hard cost numbers to build the RV area at the Golf course. Schwanke requested a better understanding of how serious the City was with the project idea before he invests his time in the gathering of costs. Schwanke stated he did research on the golf course and the amount of funding the course has lost the last 2 years without the support of the tax payers and liquor store. Schwanke stated he believes the City could revenue approximately \$800,000 a year if he installs about 200 RV sites. Councilor Seitz asked if Schwanke believes 200 sites will fill. Schwanke needs to take the time to find out how much money it will take to build the park. Schwanke looked back into the financial reports and found that it was 2007 when the golf course made money. Councilor Kolb asked Regas what fund covers the loss of the golf course. Regas stated it is the liquor store fund. Schwanke further stated to the council to consider that as soon as he starts planning to build the park it will take out 1-2 golf holes and it will take time to find out how the water and sewer will be installed. Mayor Gullette asked how it will be installed and where. Schwanke stated it can come from town along the right of way or punch a new well. Regas encouraged the City Council to speak to the City of Big Falls on their campground improvements and the costs associated with them. Councilor Kolb asked Gullette and Regas how many years the council has asked the golf board to bring ideas to the board to make the golf board more profitable. Regas stated in the last 2 years no ideas have been completed. Kolb stated so far this is the one idea that makes sense to be profitable. Schwanke asked the question again if the council wants him to take the time to find an amount that will cost to build the park. Councilor Kolb stated he was on board.

## 5 **BLACKDUCK HRA**

a) League of Minnesota Cities Guidance -

Regas reviewed the highlights of the conversation she had with the Detroit Lakes HRA Director Kurt Keena that volunteered to be a mentor for the City of Blackduck. Regas stated the following starting points with the board:

1. A City must establish an HRA by Resolution filed with the State of MN Deed Office - the City of Blackduck has already done this but it was recommended the city update that document
2. A City should consider levying the .0185% of the previous years estimated market value of all property in the city to a special fund to assist with future projects.
3. A City should establish a list of 2-5 top priorities it wishes to address in a strategic plan for the HRA to work on. Regas suggested considering adding more housing; updating aging housing; and/or updating housing with more energy efficient in the existing housing.
4. Once a City has established a fund balance from the levy and a listing of priorities then going after additional funding for those programs can be applied for such as Greater MN Housing Funds or HUD Grants.

b) Detroit Lakes HRA Mentor - Kurt Keena, Executive Director

First Steps

Contact Information

The HRA board requested Regas invite Kurt Keena to the next work session in July to further the conversation of the HRA.

The HRA Board requested Regas provide at the next meeting what the amount of the levy percentage would be if approved.

**6 ADJOURNMENT**

a)

Jason Kolb moved to adjourn the meeting at 8:36pm Nicholas Seitz seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Nicholas Seitz	For
Donald Johnson	For

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Christina Regas, City Administrator

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Maxwell Gullette, Mayor



# BLACKDUCK PLANNING MEETING

WEDNESDAY June 23, 2021 @ 2pm

REGULAR MEETING MINUTES –

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**CALL TO ORDER:** Commission Klug called the meeting to order @ 2:00pm.

**ROLL CALL:**

**Commissioners present:** Kurt Benson, Bob Klug Sr., Ron Rockis, and Ernie Tindell

**Commissioners Absent:** Curt Cease

**Staff Present:** City Administrator Christina Regas

**Others Present:** Maxwell Gullette, Matt Sparby

**Approval of Minutes** – Moved by Commissioner Benson and seconded by Tindell to approve the minutes from May 19, 2021. Motion carried unanimously.

**Old Business**

Permits Issued since last meeting – nothing discussed.

**New Business –**

1. New Permit Requests –

a. Variance Permit 2021-01 – Tim Freeman Sr. – 56 1<sup>st</sup> Street SE –

Regas reviewed the application with the board and requested feedback before scheduling a public hearing. Discussion from Commission Benson on the reasons for the variance and intentions of the property in the future. Freeman was not present to answer questions. The board did not know if Freeman wished to rezone the parcel so the property & structure could be residential or to all the commercial property to be used as a residence.

Moved by Commissioner Rockis and seconded by Commissioner Benson to table the decision on the variance permit application to the July meeting. Planning Commission requested Regas invite Freeman to the July meeting for more clarification on the intentions of the permit request. Motion carried.

b. Preliminary Land Division / Combination request – MAK Properties – Southern Duck Estates –

Regas reviewed the application with the board and requested feedback. Matt Sparby reported his intentions to combine his ten parcels into three and sell two. Regas reported to the board that if the planning commission approved the preliminary request the public hearing could be scheduled for the City Council meeting on July 6, 2021.

Moved by Commissioner Benson and seconded by Commissioner Tindell to approve the preliminary land division/combination from MAK Properties and schedule the public hearing for July 7, 2021. Motion carried.

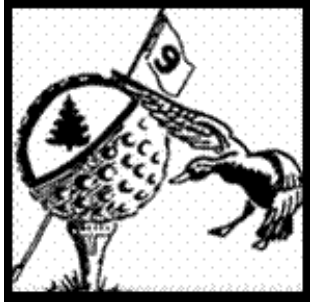
**ADJOURN THE PLANNING MEETING** – Moved by Commissioner Benson and seconded by Tindell to adjourn the planning meeting at 2:18pm. Motion carried unanimously.

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Christina Regas, City Administrator

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Bob Klug Sr., Chairperson



## GOLF BOARD MEETING

BLACKDUCK GOLF COURSE – CLUB HOUSE

TUESDAY, JUNE 29, 2021 @ 3:00PM

**Board members in attendance:** Christina Regas, Pam Exner, Jim Anderson, Maxwell Gullette, Jason Kolb, and Kevin Erpelding

**Others in attendance:** Kay Dahl, Ron Arndt, Darlene Mathews, Rick Mulvena, Josh Ziegler, Nate Lien, Karen Brylle, Conrad Berg, Shari Mystic, Kevin Jepson, Mary Jo Jepson, Sandy Anderson, Nita Brown, Mike Schwanke, Dick McKean, Diane McKean, Clarice Wolden, Lui Vigilanti, Mel Cleveland, Kevin Erpelding, Mark Benson, Charlie Anderson, Keith Anderson, Annette Rudnicki, Corey Rudnicki, Matt Sparby, Jamie Boyer, Kyle Boyer, Bob Cribb, Kelun & Paula Smith, Bev Bryant, Kurt Benson, Karla Lesener, Robert Lesener, Bud Anderson, Misty Frenzel, Sandy Kalvig, Dwight Kalvig, Jen Bloomquist, Steve Addler, Lori Lundberg, Meg Lien, Craig Pogatshnik, Dean Smith, Gary Johnson, Gary Anderson, Jennifer Parker, Richard Lien, Eve & Paul Sumsky, Dan Carlson, Mehan Klien, Rudy Patch, John Joy, Nancy Joy, Curt Wetzell, Heidi Landis, Julie Juelson, Tim Johnson, Jen Bergstrom, Steph Rockensock, John Ross, Gary Fisher, Ken Ungrendt, Jeff White, Daryl Lundberg, Steve Baltes (*two names on list could not be deciphered*)

### **CART BRIDGE PHASE 2 –**

Erpelding reported Gerit Hanson provided a quote of \$1900 to install the culvert on the #6 Cart Bridge. Erpelding stated there would be more black dirt needed to complete the project after installation and requested the board table the project until 2022 if allowed. Regas stated the City must report to Beltrami County the status of the project by end of year. Regas further stated if the project was not able to be completed in 2021 then the funding is still available to use in 2022. Current estimated cost of the project is \$5300 and the shortfall is \$3530. Nothing further.

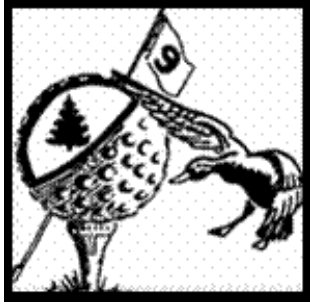
### **ACTION ITEM -**

Regas will send a letter to Beltrami County with an update on the project and request an extension.

### **TOURNAMENTS; TAKE A KID FISHING; GOLF LESSONS FOR KIDS - Exner**

Lesson for Kids - Boyer asked a question toward the board remembering in 2020 he offered the funding to have golf lessons at the course including purchasing the clubs and finding the people to teach. Regas stated in 2020 the board agreed to hold the lessons and began looking for instructors before COVID and then it went on hold. Boyer asked why it hasn't started in 2021. Regas stated the board still wants to have the lessons. Melanie Cleveland stated she started the lessons through community education for 5 weeks and had 9 kids sign up for the lessons to include the golf coach and golf team. Sandy Anderson stated how sad it was that the community ed course cost money for the parents and it is a shame the course could not get the lessons to work with Boyer so it could be free to more children.

When Exner was in attendance (4:00pm) the discussion was revisited. Boyer restated his offer. Exner provided information that she had a golf coach ready to step in but then the pandemic was tabled. Exner then stated Mel Cleveland offered the course with Community Education so nothing more happened but the rest of the summer there could be more offered. Boyer stated again how he wanted to help out but it doesn't appear as anything is going to transpire and it is all talk. Sandy Anderson stated if someone wants to give money to the golf course the city should take it. Cleveland stated if any member could give our junior golfers time it would be greatly appreciated.



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BLACKDUCK GOLF COURSE – CLUB HOUSE

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### Tournaments booked for season -

Exner reported the Hoot n Holler just held their tournament, the Drakes Scramble was scheduled, the Sherman Brown tournament was relocated due to a lack of carts, but the Earl Seargent is returning. Jamie Boyer stated she needed to drive all over to find carts for their tournament. Jourdan stated in earlier years the golf members volunteered their carts but stopped when the carts were being abused.

### **ACTION ITEM -**

Boyer will be put back in touch with Exner to start the program for the last half of the season.

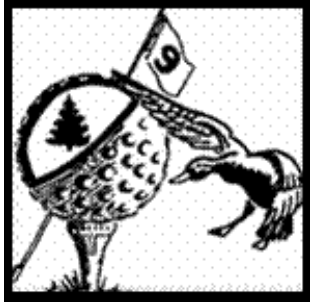
### **GOLF COURSE FUNDRAISER SCRAMBLE - Ladies members update**

On behalf of the ladies members Dawn Jourdan stated the ladies are attempting to hold ladies scrambles but what is holding back the ability to hold the scrambles is the lack of carts the course has to offer. Jourdan stated their scrambles can have up to 40-50 golfers and without an adequate number of carts planning a fundraiser is not feasible. Regas stated that in conversation with the ladies members the question of how many golf carts does the course need has been discussed. Jourdan further stated that with the Thursday Night Scrambles trying to match up carts has been a struggle. Jourdan reported in the 5 weeks the Thursday Night Scramble has been on the course has grossed close to \$1300. Jourdan further stated in the 4 weeks the course has run the Monday Night 2-person league she has grossed \$1900 so for the month of June the ladies members have grossed roughly \$3100. Regas asked how many people are being turned away due to lack of carts. Jourdan stated 4 teams of 2 and some of the communication break-down when the club house is closed has been a hindrance. Jourdan believes with more communication to small surrounding teams there could be more teams but the lack of carts is keeping the league to grow. Jourdan stated that if the Blackduck Golf Course FB page was better utilized then the communication would be better but Jourdan did not believe it was her role to use that resource. Dick McKean stated the course is losing traffic due to the current carts being very old and date back to when he managed the course. McKean stated when the carts break down and there are no more carts to offer it becomes a customer issue. Misty Frenzel stated there was a FB page but someone has the administrative rights to that does not work for the City currently. Frenzel stated there is a large umbrella of social media for the city that is being missed and she is willing to take it over.

### **KITCHEN REMODEL -**

Regas reported the kitchen remodel should start over as nothing has been discussed on it since the pandemic. Gullette asked if once the kitchen remodel is complete at the Pond if that air fryer can go to the club house. Erpelding stated his recollection that the kitchen remodel is more project then what can be handled by the golf course right now. Gullette stated that since the air fryer is self contained there is no need for a hood. Rudy Patch stated there will still be a need for a prep service. Gullette asked when the golf course was going to be ready to start the remodel. Erpelding stated when the city was willing to invest \$75,000 in the project to run a restaurant. Erpelding stated there has to be a study to see if the restaurant is even feasible and he is skeptical to know if it will work. Boyer asked what the general consensus was to have a restaurant at the club house. Gullette stated it was to grow the business and keep the liquor license and to keep people at the club house once golfing. Regas reported that one reason was to keep the liquor license since at this time the course only has a 3.2% licence. Boyer asked if the license could just be a general off-sale. Erpelding stated the business doesn't need a full restaurant to have a full liquor license. Boyer stated the course could have on and off-sale. A member asked if just hot dogs would be enough to have a stronger license. Regas stated MDH instructed the city that hot dogs were not enough to increase the license. Erpelding stated just an auto-fryer the license could change but there was more needed to the current





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kitchen to allow the auto-fryer. Rudy Patch stated that the earlier research reported needing to change the flooring in the kitchen, a place to prep, and a separate hand washing sink which was a small upgrade. Patch further stated that even to have the auto-fryer the kitchen appliances must be commercial grade and prep surfaces. Jourdan stated that golfing at other public and private courses that serve food keeps people at the course and increases the atmosphere for the course of which are very successful. Jourdan stated the comradery at the course is desperately needed for the golfers and food will do that. Jourdan stated the upstairs space is very under utilized. McKean stated how difficult it is to staff the clubhouse now and how much more it would be if there was food. Gullette stated he would still like to move an auto-fryer into the kitchen.

### **ACTION ITEMS -**

Gullette recommended the board continue working on the plans to move the auto-fryer into the kitchen.

### **2021 PROJECTS – Andersen**

- A. Refresh Signs – Andersen stated he had not contacted Don Houseman to ask for his assistance on the signs.
- B. Power wash Deck – Andersen stated the patio was completed but not the deck.
- C. Cart Seat updates – Andersen requested Regas order the remaining 6 seat covers
- D. timbers on the cart path - Andersen stated manpower was needed to complete this project. Erpelding requested permission to order the timbers and told Andersen he would find the manpower to install them next week. The board agreed to order the timbers and move forward with the project.
- E. move propane tank and relocate garbage can - Andersen reported he contacted the Co-op and was waiting for someone to come out to see where the tank can be relocated to and any additional costs for line relocation.
- F. Irrigation System – Andersen stated he was still waiting for Toro to come out and look at the pump. Rudy Patch asked why not contact another vendor if Toro could not send someone soon. Gullette asked for clarification on what is to be completed: is it the whole system; the lines underground; or something else. Andersen reported the pump in the well house is the original system and is a clay valve system. Andersen would like to eliminate the clay valve system and update it to a VDS system; he estimates the cost of the new panels and labor to run about \$6000.

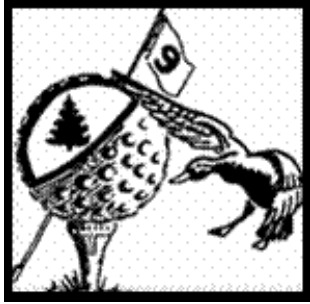
### **ACTION ITEMS -**

Andersen will call Houseman on the signs; complete the power washing of the deck; and report to the board the costs for the propane tank and irrigation system at the next meeting, and find another irrigation vendor. Regas will order the 6 remaining cart seats for replacement.

### **OTHER POINTS PERTAINING TO THE 2021 PROJECTS -**

Rudy Patch asked if there is a staffing issue at the golf course due to the current supervisors that run it. Gullette stated the meeting would not allow discussion on staff performance.

Jourdan stated her pleasure with the course compared to others she has golfed at and complemented Andersen on his active role in keeping the course in monitoring what is needed on the course. Jourdan further stated how she believes there needs to be some change in a management standpoint but staffing is an issue. Jourdan recommended the city find someone that can have a golfing background/interest that can oversee the whole course that can run the tournaments and leagues (instead of her) and manage the staff and be an advertisement advocate and community face the course needs. Jourdan stated she is not pointing fingers at Andersen or any other workers at the course, it just desperately needs management.



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### **CART SHED ADVERTISING –**

Andersen reported the new sign made by the trades program students was in the cart shed ready to be hung. Andersen stated he thought Exner was going to ask the City maintenance staff to put up the sign.

### **ACTION ITEM -**

Gullette asked Schwanke and his staff to hang the sign.

### **NEW BUSINESS –**

#### **RV PARK DISCUSSION -**

Gullette stated he would have Public Works Supervisor to review the idea about the RV Park they way the City Council was presented to.

Schwanke stated the reason the idea was brought up was due to the loss the course has had over several years to almost \$20,000 a year. Schwanke brain-stormed the RV Park idea to have a way to have the course make money. Schwanke stated his original idea was to take hole 3 to do this project and has redrawn the idea after speaking to many people without touching any of the course. Schwanke stated that by adding the RV Park it would simply be a way to keep the course open.

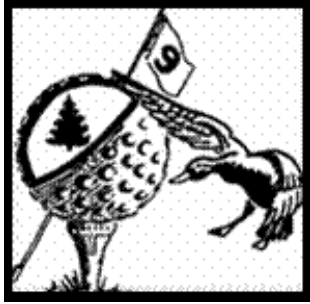
### **FLOOR OPEN TO Q&A FROM AUDIENCE -**

Misty Frenzel asked why the city is all open to ways to make money to save the course but when Jourdan is pleading to find a way to have someone manage the course the board moves on to another agenda item, Why? Frenzel asked where the action items were on the board. Kolb stated the original idea to take hole 3 could gross the city around \$3500 per site, which would be the revenue. Kolb stated the jump to the next item was due to discussing ways for the course to stay open. Gullette further stated he jumped down the agenda to the next item as Exner was not at the meeting as of yet.

Schwanke circled back by stating the idea about the RV park was just him asking the City Council if the board wants him to even spend the time to look into the idea.

Gary Anderson asked if the park would have seasonals similar to Tomahawk. Schwake stated yes Anderson then asked if the course will ever be an 18 hole course. Gullette stated he did not think that was feasible.

Benson asked if the membership is up this year or not. Regas reported it is up and there are currently 61 memberships sold. Benson stated everything that comes back is that the course only has 12 carts. Benson stated tournaments and scrambles can't grow because the course does not have enough carts. Benson asked if the course has a plan to replace the 2001 carts. Kolb stated that when the city rebuilt the cart shed the members told the council it would be full and pay for itself but it wasn't. Benson stated the members offered money to build the cart shed and the city came up with a five year program. Benson asked how many members took advantage of the program. Regas reported 2. Benson asked if there were any other ideas to raise money for the cart shed. Benson asked how does the city plan to pay for a kitchen remodel or the cart shed when the course only has 12 carts to use. Benson stated it is pretty simple, the course needs a plan to replace the carts and turn them over. Benson stated he is sick of hearing the same story of the irrigation system doesn't work; the course is short of carts; and it can't get



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help. Benson suggested the city be more creative with staffing by using the liquor store staffing since it has more people working there than customers. Kolb asked Regas when the debt of the golf carts came off. Regas stated 2024. Kolb stated the city is still paying on the debt for the carts. Benson stated the course needs a schedule that turns the course more often. McKean stated when he managed the course for 8 years it made money but the funds made went to the city. McKean said he only sees ways to hurt the course and it can't help the course if it doesn't spend any money.

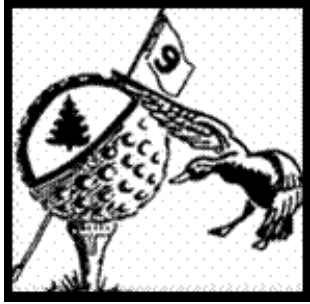
Benson asked why the board did not bring financials to the meeting as he was under the impression the course made money in 2020. Schwanke reviewed the financials from the audit of the golf course for 2020 and reported before the taxpayers and liquor transfers the course lost \$21,563.

Kurt Benson stated he has asked the board why the golf course and board had never done an economic impact study on the course. Benson stated when the course is closed the city suffers and it is not all about the course bank account. Benson stated people that come to stay in the summer at the area resorts give those visitors something else to do. Benson stated the city council has a fiduciary responsibility to the city. Kolb stated the responsibility is to the taxpayers. Benson stated yes, who is going to serve the debt for the project at the liquor store. Benson stated there is a multiplier to the money put into the course; it goes up town, and to the resorts, and fishing shops, and to the grocery stores, and to not be so narrow minded. Benson encourages the board to make a plan to get some golf carts to make some money and get the tournaments back and stop talking about cuts.

Karen Brylle reviewed with those present the summary of the current golf debt with a summary she created. Brylle stated the amount owed principal only is \$156,189. Brylle stated the majority of the debt is going to be paid in 2025 and stated there is a lot of light at the end of the tunnel. Brylle asked the golf board members to speak to the city council by stating there is light at the end of the tunnel and there will always be some debt. Brylle stated there will always be some type of debt for the business. Brylle stated many people did not know the debt of the course and she wanted to share that.

Charlie Anderson stated that Kolb had mentioned the board has a responsibility to the taxpayers of which he is but also the 'quality of life' the course gives is provided to many people in the community. Anderson stated as a taxpayer he provides the ability to have the playground at the wayside he doesn't have kids that use it but it is a 'quality of life' to the community to have it. Anderson stated as a responsibility to the taxpayers and each taxpayer may pay a little bit more for the golf course but when they go to sell their house and it's \$20,000 less because no one wants to move to the community because there is no golf course or a playground then it is part of the city's responsibility to provide some of those items. Anderson stated the extra \$10-\$20 a year in taxes paid will support the 'quality of life' items. Anderson urged the board to think of the 'quality of life' the golf course provides the community.

(Attendant to meeting not announced name) stated why not use some of the space at the campground now to put seasonals. Person stated he did not believe the city would get \$3500 a year without the amenity the lake provides. Person urged the board to use social media to market the course more he never sees any advertising for the course. Owner of Tomahawk stated if the course needed staffing they would be willing to put something on their website to find people to work at the course.



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Boyer asked with all the city owned areas why isn't the city spending more time taking care of what it has now. Boyer reported he rented the pavilion at the campground and it was dirty and full of cobwebs and he had to clean it before his party. Boyer stated if the city plans to put in seasonals how is it going to maintain what it has already. Boyer stated some of the items at the course that need attention but has nothing done. Boyer asked why the seasonals can't be put in at the campground. Boyer pointed out the amount put in at the liquor store message board; or the addition to the off-sale; and the amount of booze that is too old limits what the store has; the wait time for a drink is too long. Boyer believes the current structure should be reviewed instead of starting something new. Boyer asked Regas don't you oversee the whole city. Boyer stated you should maintain what the city has now. Boyer stated the park should be maintained more and full all the time. Boyer stated the course should be offered to the campers. Boyer stated the message board at the liquor store should not have been spent instead that money should have gone to other areas of the city.

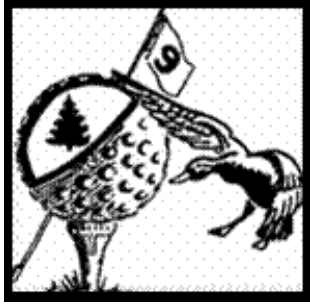
Keith Anderson stated the government should not be in private enterprise. Anderson provided pictures of the restroom facility at the campground as an example. Anderson stated the showers and bathrooms are disgusting. Schwanke stated the second phase of improving that facility is going on in 2021. Anderson stated that the status of the facility did not happen overnight. Schwanke agreed and stated he is working on it. Anderson stated the facility should have never happened and no one has done anything about it.

Mary Jo Jepson stated as growing up in Blackduck she learned to golf at this course. Jepson stated there is an emotional investment in the property, the city and the community. Jepson stated she could golf in Monticello but she chose to golf in Blackduck. Jepson stated she believes Jim Andersen has done a good job with what he has been given and the staff in the club house do a wonderful job but the course is a jewel and should not close. Jepson stated the course is a very hard course and she loves it. Jepson stated the ladies have a million ideas how to improve advertising, sell advertising on carts, or have businesses sponsor carts; there are many ideas. Jepson stated she loves the idea of having food and it doesn't have to be prime rib but there is a lot of potential. Jepson stated she does not believe we want Blackduck to be known for a place that does not have a 9-hole course. Jepson stated people love this course. Jepson urged the board to rethink this idea of the RV Park and closed by stating having the course to the public is a 'quality of life'.

Frenzel asked what the action plan is now. Frenzel asked what the golf board is willing to do after this meeting or talk about the ideas. Frenzel asked can she help; can the ladies help; where does the board go from here. Jourdan stated she used to be on the board and there was a lady golfer on the board but there is now a vacancy. Jourdan stated a few years ago the golf board was reestablished because Regas recognized there was a need for the council to hear and help and sustain the course. Jourdan stated the golf board typically meets monthly and the community needs to take away after today to tell the golf board and city council not to take away a hole for an RV Park. Jourdan further stated there are people in the community that want to help and it is frustrating when the communication and mis-management happens.

Kolb addressed Jourdan and Frenzel stating the city council has meetings twice a month at city hall and they are all welcome.

Lori Lundberg stated there is a need for advertising and social media and who is responsible for that and when does that happen. Gullette asked who was assigned to. Regas stated she has helped out when she can. McKean stated



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the best advertising in golf is golfer to golfer. McKean stated when the club house is closed and golfers walk away they tell people. Jourdan stated our course is the last to open and the first to close.

Shari Mystic asked how much walk-on traffic was lost. McKean stated most golfers want to ride, not walk.

Nita Brown as a ladies member summarized all the wonderful things could be offered with the course as a destination community. Brown stated the ladies have great ideas and have raised over \$4000 and donated the funding to the course (fountain; flag pole; furniture; flowers). Brown stated the men's members have donated manpower for cleaning the course up after storms and helped build portions of the course. Brown stated the ladies' concerns are the number of carts and the staffing. Brown asked if the golf staff and the city staff are paid the same. Brown stated her displeasure when they were not called when the club house was closed they would have helped. Brown stated the dandelions are an issue.

Keith Anderson stated he offered to donate his golf cart to the city and that the city told him he only wanted free storage so he sold his cart.

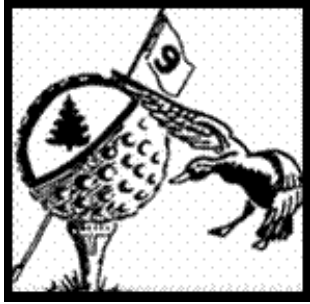
A person asked if the course could go to a program on the carts where some of the carts are leased and then old ones sold off and then new ones leased again so the carts don't get old. This person urged the board to consider turning over the old carts soon. Erpelding was asked what he thought about leasing. Erpelding agreed and stated leasing is a better way to keep the carts in better shape but this year may not be the year to start over as he has heard the carts are much higher in cost due to that shipping container being stuck in the canal in the Suez Canal. Erpelding stated many used carts went back to owners but he agreed buying new carts was necessary.

Bloomquist stated she hardly ever hears about offers from the golf course and encouraged the city to start social media. Bloomquist stated posting a few pictures a week would be easy and it would be shared more often. Bloomquist stated she thought the course offered a stay and play deal but when a visitor of theirs asked the course staff about it they said it didn't exist so she took the poster down. Bloomquist believes those deals would drive more golfers to our course than to Castle Highlands. Regas apologized to Bloomquist for the breakdown in the program and assured her the program still exists. Regas stated the program never went away and would make more posters and distribute them.

Patch suggested getting a sub-committee of the golfboard to help with some of the promoting or looking into the golf carts, or get another person on the golf board. Gulette stated that was a great idea and that the city council can only vote on what they know. Frenzel volunteered for social media but it didn't go anywhere. Patch asked for anyone to provide their emails if they want to volunteer.

Jourdan stated many golf courses are on a rotation for their carts; could the course use those courses to purchase more carts.

McKean stated that the week before the clubhouse was closed in June there were 319 rounds played but when closed the following week only 55. McKean stated the number of rounds played the next week when the club house is reopened was 325. McKean stated the course needs to be ready to open when the weather allows it.



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Meg Lien stated she has had family members travel to visit, bring their clubs to golf and then find out the club house was not open to rent a cart so they did not golf. Lien stated the course would do so much better if the staffing was better. Lien stated she would be willing to work for free and she just lives across the street.

A person stated he believes the volunteers are being turned away. This person asked if the city can take volunteers. Regas stated yes.

Melanie Cleveland stated the course has so much untapped potential and the city needs a managerial position for the course that goes all season. Cleveland asked the city to keep the staff it has and find a person that can take all this motivation and run with it or and the existing staff are never going to want to work again.

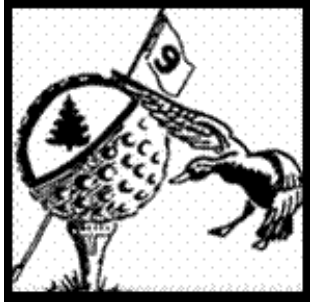
Frenzel stated she believed the position should be Exner's to assign the social media to. Frenzel stated she understands Exner is busy and should find the existing staff and assign some of the other items to do.

Sandy Anderson thanked Benson for the earlier statements regarding the economy as she sees more people moving back to the area like Bogart's (Naughton) Found North Goods (Wilhelmi) and pointed out how having the course open is a benefit to their businesses. Sandy Anderson asked if the golf board will recommend not taking holes 3 & 4 so the course can remain open. Schwanke stated yes and from his standpoint nothing would be taken from the course. Anderson thanked for the clarification. Anderson stated we never get a second chance at making a first impression and that has been discussed about the dandelion; having the clubhouse closed due to staffing and using other staff from the city to help. Anderson stated it doesn't matter if staff get tips or not they should be told to go work where they are needed. Anderson stated the course needs to be open when the weather allows. Anderson stated the course should be ready to open when the weather allows than having the ditches mowed.

Bob Cribb stated the city used to have maintenance staff work at the course and the beverage cart was fought over to work. Cribb stated he is frustrated because there were so many tournaments a normal golfer could never play the course on a Saturday and now there are very few tournaments. Cribb stated he was on the golf board when the club house was rebuilt and asked if a cost analysis was done on the cart shed prior to building it. Gullette stated the new shed was to have more people bring their own carts to rent. Patch stated it is difficult to have the cart shed full in the first 1-2 years it needs a chance to be rented. Patch used the new apartment building in town as a comparison. Cribb asked if the goal is to have enough carts to hold more tournaments and then next work on the irrigation system because although the greens and tee boxes are doing well the fairways are like concrete.

McKean asked what the difference is between the staff at the course and the city maintenance staff. Regas stated it is different by \$2 on average. A person asked why the pay is different when the city owns it and stated it shouldn't be that way.

Boyer asked why the city can't hire an outside company to take care of the golf course when the city owns it and can spend money to build an addition on the Pond; and put up a message board that wasn't needed. Boyer asked why can't the city just have that taken care of with city money. Gullette stated the improvements to the Pond are being paid for by the Liquor fund. Boyer asked why the money had to be different. Karen Brylle stated most municipal accounting is different from other businesses. Brylle reported that there is the general fund, and enterprise funds (water, sewer, liquor, golf) and those funds are supposed to be self-supporting and if there is a surplus it can be



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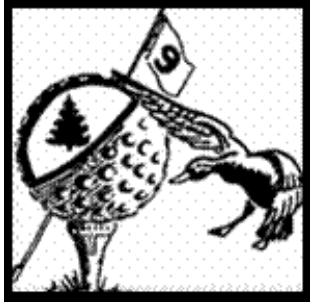
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transferred to the general fund but if they are short they can take it from the general fund. Regas corrected that statement explaining the general fund is only supposed to support essential services like public safety; and then the liquor fund supports the general fund too. McKean asked where the money went when the golf course was making money. McKean asked if that was legal to do. Regas stated it is appropriate for an enterprise fund to support the general fund to reduce the levy of the taxpayers. McKean stated his recommendation back then was to create a capital improvement plan fund for the golf course but it was never done. Sandy Anderson asked if there is any money in the general fund that can help support the golf course. Regas stated it is possible for the golf course to become a part of a blanket fund that covers all Parks & Recreation and then essentially funded by the taxpayers. Sandy Anderson asked if the money that the golf course currently is making go into the general fund or the golf course fund right now. Regas stated it goes into the golf course fund. McKean asked if the general fund helped the golf course fund now with funding carts. Regas stated currently the general fund is helping the golf course fund including covering the negative cash balance it has from years of lost revenue. Regas further stated the general fund is already funding the golf course fund to cover its debt payments. McKean stated it is a never ending ditch and some of that is caused because we don't have adequate equipment to offer the game of golf to the public. Sandy Anderson asked if the debt was from the original construction of the new club house or from the remortgage of the building from 1999. Regas stated the original mortgage and the lease of the existing carts were rolled together into new debt payment. McKean asked where the money went after the refinancing. Regas could not state. McKean stated the money did not come to the golf course but used the equity to finance something else. Jourdan stated for several years the golf course was self sufficient and now we all have to work together as one city unit.

Daryl Lundberg was around when the 2012 debt was refinanced. Lundberg stated that the year before the golf course did not have the funds at that time to make the mortgage payment on the club house. Lundberg stated that for years there was a management fee that was on a sliding scale that would get transferred to the general fund from the golf course each year. Lundberg stated that by refinancing and moving that payment out a year the course was supposed to have enough funding come in to make that new payment. Lundberg stated that after that year he was no longer on the city council. Lundberg stated the 2012 debt was just on the club house and carts. Lundberg stated there were years the management fee was between \$8-9,000. McKean stated there were years when the amount transferred was \$20,000.

Jennifer Parker asked if the community is willing to look toward local businesses to help sponsor carts and is the golf board going to look into it. Megan Klien stated according to the website there are 7 tee boxes that still need sponsorship too. Klein stated if someone is willing to go to the community and ask there may be businesses willing to do it. Parker asked as a city council and golf board are willing to address or appoint a sub-committee. Erpelding stated it would be awesome if anyone wants to help it would be great. Parker asked if the ideas are of interest to the board. Regas stated yes; there are businesses that help out now with tee boxes, score cards, etc. Corey Rudnicki asked Gullette if he knew who he was. Gullette stated no. Rudnicki stated as the Mayor of Blackduck he should know all the business owners in town. Rudnicki stated before the city starts coming and asking for money you should know who people are. Rudnicki stated he bought a business in town. Annette Rudnicki that if you don't know your businesses who is going to sponsor you or help you. Annette Rudnicki stated that her family just returned from a small community and although the meeting isn't a Chamber of Commerce or anything like that when they were at their cabin where they were staying there were pamphlets in their room of all the activities happening in town. Rudnicki stated we have nothing like that for the golf course. Corey Rudnicki stated he just wanted the Mayor of Blackduck to know who he was.



## GOLF BOARD MEETING

BLACKDUCK GOLF COURSE – CLUB HOUSE

TUESDAY, JUNE 29, 2021 @ 3:00PM

Darlene Mathews thinks there should be someone on the golf board that can be a point of contact. Frenzel volunteered. It was asked if the information from the meeting could be sent out to all the members' emails to help in their own way. There was more discussion on the lack of technology at the club house and that internet was just installed on June 14. Someone offered a laptop to the club house. Regas offered an old Chromebook.

Nita Brown asked if grants are available for the golf course. Regas stated she has been successful with a couple but has not found any for equipment but more stable improvements. Regas stated if the course was under the parks and recreation umbrella there may be more grants available. Frenzel asked when that might happen. Regas stated she is not actively pushing for it but has made the suggestion to the council. Frenzel asked why the course is not in charge of making reservations for the campground; or doing kayaks or paddle board rentals to make the corner more of a 'hub'. Regas stated that the idea is a great idea and should be worked on. Anderson stated the course is open on weekends where city hall isn't and could assist more with the campground. Regas stated that could be better used than a restaurant.

### ACTION ITEMS:

1. Golf Board Member - Erpelding stressed the importance of filling the vacancy and the board could use some help. Jourdan stated because it is community based it would be nice for that member to be a business owner or resort owner not always a golfer. Misty Frenzel stepped up and volunteered
2. Golf Cart Issue - Erpelding volunteers to take responsibility in the process for new carts. Erpelding will get lease and purchase information but reminds the public it is a difficult year for golf carts. Erpelding has some concern of using other course carts that are being turned over with other lease programs and report to the council. Erpelding asked for a good number to own. McKean stated he always had 18; other people stated 25 carts were better; McKean stated 30 carts were better too. Erpelding stated the course can rent carts but needs to pass that off to the tournament organizer. Exner stated some organizers don't want to pay more for carts or green fees.
3. Timbers for the #1 Cart Path - Erpelding asked for volunteers to install the timbers along the path to keep the sand from washing away.
4. Manager for the Golf Course - Regas strongly told the board to consider 1 person 100% responsible for the business. Frenzel asked why it could not be Exner or why could the existing staff not do more for the course; taking pictures; etc. just make the manager hold the staff accountable. Jourdan suggested checking the other courses of how much staff they have. Jourdan stated it isn't much different to Blackduck's; learn and make changes to the course. Jourdan said outreach and learn and change. Shari Mystic stated if Exner is approached to donate rounds of golf she shouldn't have to report to Regas for approval. Benson stated the course needs to use the existing technology to do things around the club house so they are not tied to the office or put a sign out 'be box in 10 minutes'. Sandy Anderson stated the manager doesn't need to be full-time but should be working off-season preparing for the next.
5. Feasibility Study - Ron Arndt asked if one could be done to improve on the large improvements. Erpelding suggested the SBC.
6. Next Meeting - July 8, 2021 - 4:30pm Club House

*Minutes taken and submitted by Golf Board Member Christina Regas*





# BLACKDUCK PERSONNEL COMMITTEE

WEDNESDAY, JUNE 30, 2021 @ 12PM

## MEETING MINUTES

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**CALL TO ORDER:** The City of Blackduck Personnel Committee met in a scheduled meeting at the City Hall at 12:00pm on June 30, 2021

### Roll Call

**Committee Members present:** Liquor Store Manager Shawnda Lahr, Public Works Supervisor Mike Schwanke, Councilor Jason Kolb, and City Administrator Christina Regas

**Committee Members Absent:** Police Chief Jace Grangruth

**Staff Present:** none

**Others Present:** none

The meeting was called to order at 12:00pm the Pledge of Allegiance was not recited.

Topics covered in the personnel meeting were as follows:

### OLD BUSINESS:

No old business discussed.

### NEW BUSINESS:

1. Review of Job Descriptions for potential updates –
  - a. City Administrator - current position was evaluated. Committee members present updated the following:
    - i. Organizational relationships including reports to and supervision of departments includes:
      1. Reports to: Removal of Planning Commission
      2. Supervision: removal of Public Works Director; Utility Billing Clerk/Administrative Assistant; Police Chief; and Liquor Store Manager
    - ii. Duties & Responsibilities were updated including items:
      1. 3. Performs HR Management duties – antiquated language updated
      2. 7. Ordinance & Resolutions – addition of aiding in code enforcement and identification
    - iii. Minimum and preferred qualifications were updated
    - iv. FLSA status was reduced to non-exempt
    - v. Wage scale discussed and new hourly wage will be recommended to City Council after approval of job description revisions.
  - b. Public Works Supervisor - Current position was evaluated. Committee members present updated the following:
    - i. Organizational relationships including reports to and supervision of departments include:



# BLACKDUCK PERSONNEL COMMITTEE

WEDNESDAY, JUNE 30, 2021 @ 12PM

## MEETING MINUTES

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1. Reports to: change from City Administrator to City Council
2. Supervision: updated language to new Golf Course Head Grounds Keeper title
- ii. Duties & Responsibilities were updated to delete antiquated language and add aiding in code enforcement and identification
- iii. Wage scale discussed and new hourly wage will be recommended to City Council after approval of job description revisions.
- c. Golf Course Staff -
  - i. Golf Course Superintendent – current position was evaluated. Committee members present updated the following:
    1. Job Title – Superintendent changed to Head Grounds Keeper
    2. Supervision Received – changed to Public Works Supervisor
    3. Reports to – changed to Golf Board
    4. Duties and Responsibilities – language updated to match with supervisory roles
  - ii. Golf Club House Manager - current position was evaluated. Committee members present updated the following:
    1. Duties and Responsibilities – language updated to match with changes to Head Grounds Keeper duties; addition of Social Media and advertising updated
  - iii. Golf Course Clubhouse clerks – no changes made
  - iv. Golf Course Groundskeeper – no changes made

Personnel Committee agreed to revise discussed job descriptions communicate by email on changes and meet July 21, 2021 @ 3pm for final approval.

Councilor Kolb requested a City Council Pay Study from Regas. Regas will assemble information and report to Kolb when completed.

**ADJOURN** – Committee adjourned their meeting at 2:30pm.

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Christina Regas, City Administrator

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Maxwell Gullette, Mayor

July 6, 2021

FUND	Deerwood Checking BEGINNING BALANCE	Bill Report through 7/6/2021	Deerwood Checking ENDING BALANCE	Deerwood First Preferred Savings BEGINNING BALANCE	Deerwood First Preferred Savings Bill Report through 7/6/2021	Deerwood First Preferred Savings ENDING BALANCE	Total Balance of all Accounts
GENERAL (101)	\$88,387.71	\$10,479.51	\$77,908.20	\$61,515.73	\$0.00	\$61,515.73	
POLICE RESTRICTED CASH	\$11,129.09	\$0.00	\$11,129.09	\$0.00	\$0.00	\$0.00	
CEMETERY (201)	(\$632.87)	\$543.49	(\$1176.36)	\$2,331.14	\$0.00	\$2,331.14	
PERPETUAL CARE (202)	\$9,682.41	\$0.00	\$9,682.41	\$53,418.01	\$0.00	\$53,418.01	
SEWER MAINTENANCE	\$0.00	\$0.00	\$0.00	\$59,538.53	\$0.00	\$59,538.53	
SEWER REPLACE	\$0.00	\$0.00	\$0.00	\$28,800.55	\$0.00	\$28,800.55	
SCDP REVOLVING LOAN FUND	\$0.00	\$0.00	\$0.00	\$74,170.83	\$0.00	\$4,127.08	
FIRE DEPT RESERVE (TruckFund)	\$0.00	\$0.00	\$0.00	\$258,104.52	\$0.00	\$258,104.52	
PINE TREE PARK (209)	\$61,871.17	\$1,802.42	\$60,068.75	\$5,000.00	\$0.00	\$5,000.00	
WATER SINKING FUND	\$0.00	\$0.00	\$0.00	\$150,561.17	\$0.00	\$150,561.17	
PUBLIC WORKS RESERVE FUND	\$0.00	\$0.00	\$0.00	\$12,858.93	\$0.00	\$12,858.93	
Fire Dept Special Equip Fund	\$253,669.67	\$0.00	\$253,669.67	\$26,328.15	\$0.00	\$26,328.15	
2018 Revolving Loan Fund (NEW)	\$0.00	\$0.00	\$0.00	\$107,036.96	\$0.00	\$107,036.96	
2006 GO BOND (307)	\$42,860.19	\$930.00	\$41,930.19	\$33,368.75	\$0.00	\$33,368.75	
2009A Refunding Bond (309)	\$45,011.64	\$0.00	\$45,011.64	\$13,942.37	\$0.00	\$13,942.37	
2011 Industrial Lane IntraLoan (311)	\$15,875.23	\$0.00	\$15,875.23	\$0.00	\$0.00	\$0.00	
2014A Disposal System Loan (314)	\$23,046.02	\$660.00	\$22,386.02	\$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)	\$15,850.27	\$584.75	\$15,265.52	\$0.00	\$0.00	\$0.00	
2017 PFA Debt Sys Bond Debt Service (320)	\$52,311.30	\$0.00	\$52,311.30	\$0.00	\$0.00	\$0.00	
2018 Frontage/Pine Ave Internal Loan (325)	\$6,869.59	\$0.00	\$6,869.59	\$0.00	\$0.00	\$0.00	
2021 Liquor Construction Project Fund (352)	\$613,571.25	\$0.00	\$613,571.25	\$0.00	\$0.00	\$0.00	
TAX INCREMENT FINANCING (376)	\$115,819.88	\$0.00	\$115,819.88	\$0.00	\$0.00	\$0.00	
Blackduck HRA Fund (210)	\$5,092.60	\$0.00	\$5,092.60	\$0.00	\$0.00	\$0.00	
WATER FUND (601)	\$190,369.77	\$12,882.81	\$177,486.96	\$0.00	\$0.00	\$0.00	
SEWER FUND (602)	\$118,830.00	\$4,060.31	\$114,769.69	\$0.00	\$0.00	\$0.00	
LIQUOR FUND (609)	\$272,232.62	\$76,618.55	\$195,614.07	\$0.00	\$0.00	\$0.00	
LIQUOR RENT FUND	\$24,017.82	\$0.00	\$24,017.82	\$0.00	\$0.00	\$0.00	
GOLF COURSE (613)	(\$110,162.91)	\$7,546.04	(\$117,708.95)	\$0.00	\$0.00	\$0.00	
<b>Total:</b>	<b>\$1,888,983.65</b>	<b>\$116,107.88</b>	<b>\$1,772,875.77</b>	<b>\$886,975.64</b>	<b>\$0.00</b>	<b>\$886,975.64</b>	<b>\$2,659,851.41</b>

Transfer Recommended:

Fund Transfer from: Fund transfer to: Reason: Amount of Transfer:

2021 Bond Payments: Principal: Interest: Fees: Total:

CITY OF BLACKDUCK

Monthly Bills

June 2021

Check Name	Amount		
<b>Fund 101 GENERAL FUND</b>		BELTRAMI ELECTRIC COOP	\$1,093.77
Marco Technologies LLC	\$172.72	EHLERS AND ASSOCIATES	\$8,826.25
ALEX AIR APPARATUS	\$188.82	Hawkins, Inc	\$1,920.83
AMERIPRIDE LINEN & APPAREL	\$49.90	QUILL CORPERATION	\$66.99
BELTRAMI ELECTRIC COOP	\$1,898.60	SENSUS	\$974.97
BLACKDUCK AUTO PARTS	\$467.54	<b>Fund 601 WATER FUND</b>	\$12,882.81
BLACKDUCK CO-OP	\$354.06	<b>Fund 602 SEWER FUND</b>	
EVOLVE CREATIVE LLC	\$235.00	BELTRAMI ELECTRIC COOP	\$2,322.18
FRONTIER REPAIR	\$76.80	BLACKDUCK AUTO PARTS	\$160.90
NORTHWOODS LUMBER CO	\$247.73	PAUL BUNYAN COMMUNICATIONS	\$35.30
PAUL BUNYAN COMMUNICATIONS	\$920.83	QUILL CORPERATION	\$66.99
QUILL CORPERATION	\$186.12	RMB ENVIRONMENTAL LABORATORIES	\$205.00
RATWIK, ROSZAK & MALONEY, P.A.	\$1,276.02	SENSUS	\$974.97
ROGER'S TWO WAY RADIO	\$3,175.00	TIMBERLINE SPORTS, INC	\$294.97
STREICHERS	\$149.99	<b>Fund 602 SEWER FUND</b>	\$4,060.31
TIMBERLINE SPORTS, INC	\$347.52	<b>Fund 609 MUNICIPAL LIQUOR FUND</b>	
UNITED STATES POST OFFICE	\$122.00	AMERIPRIDE LINEN & APPAREL	\$855.98
VERIZON WIRELESS	\$610.86	BELTRAMI ELECTRIC COOP	\$1,694.76
<b>Fund 101 GENERAL FUND</b>	\$10,479.51	BEMIDJI COCA-COLA	\$553.30
<b>Fund 201 CEMETERY FUND</b>		BERNATELLOS	\$743.25
BLACKDUCK AUTO PARTS	\$543.49	Bernick Companies	\$11,421.64
<b>Fund 201 CEMETERY FUND</b>	\$543.49	BLACKDUCK FAMILY FOODS	\$3,354.25
<b>Fund 209 PINE TREE PARK FUND</b>		Breakthru Beverage	\$2,079.28
BELTRAMI ELECTRIC COOP	\$677.91	C&L DISTRIBUTING	\$17,330.44
BLACKDUCK AUTO PARTS	\$6.99	D & D BEVERAGE BRAIN	\$753.60
BLACKDUCK CO-OP	\$45.38	GOODSPEED & COMPANY	\$766.75
BOGARTS REPAIR AND RECOVERY	\$175.57	HEGGIES PIZZA LLC	\$375.50
JL OUTDOORS LLC	\$375.00	HIGGINS HEATING, AC & REFRIG	\$90.00
LARSON ENVIRONMENTAL CONSULTIN	\$300.00	JOHNSON BROTHERS LIQUOR CO.	\$8.04
NORTHWOODS LUMBER CO	\$199.28	MELISSAS CLEANING	\$756.00
QUILL CORPERATION	\$22.29	MIKINNON CO., INC	\$8,634.80
<b>Fund 209 PINE TREE PARK FUND</b>	\$1,802.42	MOTION TECHNOLOGY, INC	\$205.47
<b>Fund 307 2006 GO BONDS</b>		NEI BOTTLING INC	\$1,041.13
EHLERS AND ASSOCIATES	\$930.00	NORTHWOODS	\$6.40
<b>Fund 307 2006 GO BONDS</b>	\$930.00	NORTHWOODS ICE, INC	\$1,026.00
<b>Fund 314 2014A DISP SYS BOND DEBT SERV</b>		NORTHWOODS LUMBER CO	\$43.76
PINE ISLAND BANK	\$660.00	OLD DUTCH	\$333.70
<b>Fund 314 2014A DISP SYS BOND DE</b>	\$660.00	PAUL BUNYAN COMMUNICATIONS	\$307.11
<b>Fund 317 2017A DISP SYS BOND DEBT SERV</b>		Phillips Wine and Spirits	\$3,846.63
BANK OF ZUMBROTA	\$584.75	QUILL CORPERATION	\$217.92
<b>Fund 317 2017A DISP SYS BOND DE</b>	\$584.75	REINHART FOODSERVICE LLC	\$5,623.70
<b>Fund 601 WATER FUND</b>		Southern Glazer's of MN	\$2,602.63
		TCF EQUIPMENT FINANCE INC	\$7,153.75

Check Name	Amount
TOTAL TAP SERVICES	\$68.00
US FOODS	\$4,349.39
VINOPIA INC	\$102.50
WASTE MANAGEMENT OF WI-MN	\$272.87
<b>Fund 609 MUNICIPAL LIQUOR FUN</b>	<b>\$76,618.55</b>
<b>Fund 613 GOLF COURSE</b>	
ALL STAR PRO GOLF	\$220.62
AMERIPRIDE LINEN & APPAREL	\$191.45
BELTRAMI ELECTRIC COOP	\$356.41
Bernick Companies	\$390.00
BLACKDUCK AUTO PARTS	\$187.21
BLACKDUCK CO-OP	\$424.69
BOGARTS REPAIR AND RECOVERY	\$372.91
C&L DISTRIBUTING	\$154.10
DEERWOOD BANK BAXTER OFFICE	\$687.50
EHLERS AND ASSOCIATES	\$285.00
HENRYS	\$315.94
HORNUNGS	\$130.67
MN GOLF ASSOCIATION	\$475.00
MTI Distributing	\$732.22
NEI BOTTLING INC	\$219.50
NORTHWOODS ICE, INC	\$79.90
NORTHWOODS LUMBER CO	\$110.44
PAUL BUNYAN COMMUNICATIONS	\$159.41
RIVARDS TURF AND FORAGE	\$438.70
TESSMAN SEED COMPANY	\$400.11
TIMBERLINE SPORTS, INC	\$653.56
TITLEIST	\$495.33
WASTE MANAGEMENT OF WI-MN	\$65.37
<b>Fund 613 GOLF COURSE</b>	<b>\$7,546.04</b>
	<b>\$116,107.88</b>



## Water Fund

Year to Date Income Statement thru 06/30/2021

Water Operating Revenue:	Budget:	
Water Meter Sales	\$0.00	\$0.00
Health Dept Charges	\$27.05	\$2,994.00
Penalties and Interest	\$0.00	\$0.00
Water Sales	\$99,823.36	\$216,500.00
Water Connect/Reconnect Fee	\$250.00	\$1,500.00
Water Penalty	\$731.01	\$1,750.00
Interest Earnings	\$306.43	\$1,750.00
Reimbursements	\$405.79	\$0.00
<b>Total Water Revenues</b>	<b>\$101,543.64</b>	<b>\$224,494.00</b>

Water Operating Expenditures:	Year to Date	Budget	Remaining
Full-Time Employees Regular	\$32,105.00	\$65,627.00	\$33,522.00
Full-Time Employees OT	\$633.83	\$2,000.00	\$1,366.17
Part-Time Employees	\$622.98	\$2,666.00	\$2,043.02
PERA	\$2,502.22	\$5,023.00	\$2,520.78
FICA	\$2,506.86	\$5,194.00	\$2,687.14
Employer Paid Health	\$6,669.70	\$13,491.00	\$6,821.30
Office Supplies (GENERAL)	\$95.98	\$300.00	\$204.02
Printed Forms	\$0.00	\$0.00	\$0.00
Electricity	\$6,879.95	\$12,000.00	\$5,120.05
Computer Supplies	\$0.00	\$850.00	\$850.00
Training and Instruction	\$0.00	\$1,000.00	\$1,000.00
Operating Supplies (GENERAL)	\$223.14	\$1,600.00	\$1,376.86
Cleaning Supplies	\$0.00	\$0.00	\$0.00
Motor Fuels	\$890.20	\$1,000.00	\$109.80
Lubricants and Additives	\$0.00	\$0.00	\$0.00
Chemicals	\$0.00	\$0.00	\$0.00
Chlorine	\$2,870.83	\$7,000.00	\$4,129.17
Fluoride	\$0.00	\$1,000.00	\$1,000.00
Repairs/Maint Supply	\$0.00	\$0.00	\$0.00
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	\$0.00	\$500.00	\$500.00
Merchandise for Resale	\$0.00	\$750.00	\$750.00
Auditing and Acc't	\$3,500.00	\$3,500.00	\$0.00
Architect/Legal Fees	\$18,181.92	\$0.00	(\$18,181.92)
Testing/Analysis	\$0.00	\$0.00	\$0.00
Engineering Fees	\$1,232.50	\$4,000.00	\$2,767.50
Professional Services	\$475.00	\$1,000.00	\$525.00
Other Professional Services	\$1,798.26	\$1,000.00	(\$798.26)
Telephone	\$35.46	\$0.00	(\$35.46)
Postage	\$538.80	\$750.00	\$211.20
Travel Expense	\$0.00	\$1,000.00	\$1,000.00
Other Equipment	\$9,740.00	\$0.00	(\$9,740.00)
Legal Notices/Publications	\$0.00	\$0.00	\$0.00
General Liability Insurance	\$194.52	\$315.00	\$120.48
Property Insurance	\$952.00	\$1,600.00	\$648.00
Workers Compensation	\$2,115.70	\$2,000.00	(\$115.70)
Towing Charges	\$200.00	\$0.00	(\$200.00)
State Connection Fee	\$653.00	\$2,994.00	\$2,341.00
Repairs/Maint Building	\$0.00	\$0.00	\$0.00
Repairs/Maintenance Structure	\$2,341.69	\$12,000.00	\$9,658.31
Repairs/Maintenance Machinery	\$0.00	\$2,500.00	\$2,500.00
Dues and Subscriptions	\$3,268.21	\$3,000.00	(\$268.21)
Uncollectable Checks/Bad Debt	\$79.12	\$200.00	\$120.88
Medical Fees	\$98.00	\$0.00	(\$98.00)
Miscellaneous	\$0.44	\$0.00	(\$0.44)
Solid Waste Expense	\$307.80	\$0.00	(\$307.80)
Bank Service Charges	\$172.47	\$750.00	\$577.53
<b>Total Water Expenditures</b>	<b>\$101,885.58</b>	<b>\$156,610.00</b>	<b>\$54,724.42</b>

### Other Water Expenditures:

	Budget	Remaining
Transfer Fr Other Fund	\$0.00	\$0.00
PFA Debt Service Principal	\$0.00	\$3,352.00
PFA Debt Service Interest	\$0.00	\$104.50
Debt Service Bond Principal	\$45,000.00	\$45,000.00
Debt Service Bond Interest	\$17,107.50	\$17,107.50
Depreciation/Capital Outlay	\$0.00	\$10,000.00
<b>Total</b>	<b>\$62,107.50</b>	<b>\$75,564.00</b>

<b>Net Total</b>	<b>(\$62,449.44)</b>	<b>\$232,174.00</b>	<b>\$64,724.42</b>
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Pine Tree Park  
Year to Date Income Statement thru 06/30/2021

PTP Revenues	2021	Beach	2020
Reservation Fees	\$630.00		\$558.00
Grants	\$11,000.00		\$11,000.00
Camping Fees	\$13,518.00		\$4,273.00
Other Revenue	\$0.00		\$65.13
Contributions and Donations	\$0.00	\$0.00	\$18,707.00
Interest Earnings	\$88.45		\$566.25
<b>Total PTP Revenues</b>	<b>\$25,236.45</b>	<b>\$0.00</b>	<b>\$35,169.38</b>

PTP Expenditures	2021 YTD	Beach	2020 YTD	2021 Budget	Remaining
Full-Time Employees Regular	\$2,086.50		\$2,140.12	\$5,489.00	\$3,402.50
Part-Time Employees Regular	\$147.00		\$541.64	\$2,832.00	\$2,685.00
PERA	\$167.58		\$201.31	\$432.00	\$264.42
FICA	\$164.86		\$199.07	\$529.00	\$364.14
Employer Paid Health	\$404.04		\$403.52	\$810.00	\$405.96
Office Supplies	\$0.00		\$0.00	\$0.00	\$0.00
Electricity	\$1,319.78		\$522.60	\$2,700.00	\$1,380.22
Operating Supplies (GENERAL)	\$322.61		\$101.30	\$800.00	\$477.39
Cleaning Supplies	\$37.79		\$0.00	\$0.00	(\$37.79)
Motor Fuels	\$126.05		\$0.00	\$1,000.00	\$873.95
Repairs/Maint Supply	\$186.01		\$49.53	\$750.00	\$563.99
Equipment Parts	\$0.00		\$36.48	\$200.00	\$200.00
Other Professional Services	\$1,025.00		\$0.00	\$600.00	(\$425.00)
Postage	\$0.00	\$0.00	\$91.30	\$0.00	\$0.00
Advertising	\$0.00		\$0.00	\$500.00	\$500.00
Other Printing/Binding	\$0.00		\$0.00	\$0.00	\$0.00
General Liability Insurance	\$389.04		\$355.72	\$640.00	\$250.96
Property Insurance	\$1,648.50		\$1,536.50	\$2,000.00	\$351.50
Workers Compensation Insurance	\$0.00		\$0.00	\$0.00	\$0.00
Garbage	\$639.90		\$284.50	\$1,750.00	\$1,110.10
Repairs/Maint Building	\$6,031.11		\$0.00	\$20,000.00	\$13,968.89
Repairs/Maintenance Structure	\$0.00		\$0.00	\$0.00	\$0.00
Improvements Other	\$300.00	\$300.00	\$0.00	\$0.00	(\$300.00)
Repairs/Maintenance Machinery	\$73.47		\$46.49	\$1,500.00	\$1,426.53
Other Equipment	\$5,102.00		\$0.00	\$0.00	(\$5,102.00)
Depreciation	\$0.00		\$0.00	\$5,000.00	\$5,000.00
Miscellaneous - Refunds	\$110.00		\$95.00	\$0.00	(\$110.00)
Dues and Subscriptions	\$60.00		\$0.00	\$375.00	\$315.00
<b>Total PTP Expenditures</b>	<b>\$20,341.24</b>	<b>\$300.00</b>	<b>\$6,605.08</b>	<b>\$47,907.00</b>	<b>\$27,565.76</b>
<b>Net Profit</b>	<b>\$4,895.21</b>	<b>-\$300.00</b>	<b>\$28,564.30</b>		
<b>Total</b>	<b>\$4,895.21</b>	<b>-\$300.00</b>	<b>\$28,564.30</b>		



**Blackduck Municipal Golf Course**  
**Year-To-Date Income Statement 06/30/2021**

	Sales	Cost of Goods	Gross Profit	Gross Margin	Budget	Remaining
Beer	\$1,924.33	\$1,228.55	\$695.78	36.16%	\$3,000.00	\$1,771.45
Soft Drinks	\$1,946.31	\$1,630.19	\$316.12	16.24%	\$3,000.00	\$1,369.81
Food	\$514.78	\$759.58	(\$244.80)	-47.55%	\$1,500.00	\$740.42
Golf Merchandise	\$913.54	\$846.62	\$66.92	7.33%	\$1,000.00	\$153.38
Clothing	\$1,471.50	\$0.00	\$1,471.50	100.00%	\$500.00	\$500.00
<b>Total</b>	<b>\$6,770.46</b>	<b>\$4,464.94</b>	<b>\$2,305.52</b>	<b>34.05%</b>	<b>\$9,000.00</b>	<b>\$4,535.06</b>

**Charges for Services**

*Income through 7/4/21*

Green Fees	\$17,660.63
Membership Fees	\$23,791.18
Trail Fees	\$742.26
Cart Storage	\$1,368.12
Rentals (Clubs, Carts)	\$1,109.78
Power Carts	\$13,591.88
Clubhouse Rental	\$518.24
Golf Tournament Revenue	\$33.51
<b>Total Charges for Services</b>	<b>\$58,815.60</b>

**Total Income \$65,586.06**

**Less Operating Expense**

**Budget Remaining**

Wages	\$20,524.17	\$60,025.00	\$39,500.83
PERA	\$1,308.33	\$4,502.00	\$3,193.67
FICA	\$1,570.07	\$4,592.00	\$3,021.93
Office Supplies	\$0.00	\$0.00	\$0.00
Heating Fuel	\$0.00	\$0.00	\$0.00
Electricity	\$2,334.01	\$5,000.00	\$2,665.99
Training & Instructions	\$0.00	\$0.00	\$0.00
Operating Supplies	\$378.46	\$2,200.00	\$1,821.54
Cleaning Supplies	\$75.85	\$0.00	(\$75.85)
Motor Fuels	\$1,497.89	\$3,500.00	\$2,002.11
Lubricants/Additives	\$102.82	\$0.00	(\$102.82)
Chemicals	\$2,449.23	\$5,000.00	\$2,550.77
Repair/Maint/Supplies	\$80.39	\$0.00	(\$80.39)
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	\$147.00	\$500.00	\$353.00
Dram	\$0.00	\$750.00	\$750.00
Telephone	\$417.22	\$600.00	\$182.78
Cable Television	\$327.94	\$200.00	(\$127.94)
Other Equipment	\$0.00	\$0.00	\$0.00
Other Professional services	\$475.00	\$0.00	(\$475.00)
Postage	\$55.00	\$50.00	(\$5.00)
Advertising	\$0.00	\$0.00	\$0.00
Liability Insurance	\$1,410.27	\$2,200.00	\$789.73
Property Insurance	\$1,296.50	\$3,200.00	\$1,903.50
Work Comp	\$556.58	\$550.00	(\$6.58)
Unemployment	\$0.00	\$4,500.00	\$4,500.00
Insurance	\$0.00	\$0.00	\$0.00
Garbage Disposal	\$441.91	\$700.00	\$258.09
Repair/Maint Building	\$982.06	\$1,200.00	\$217.94
Repair/Main Structure	\$0.00	\$0.00	\$0.00
Repairs/Maint Machinery	\$8,106.63	\$5,000.00	(\$3,106.63)
Maintenance Course	\$1,169.35	\$3,000.00	\$1,830.65
Motor Vehicles	\$0.00	\$0.00	\$0.00
Cart Shed Bond	\$0.00	\$6,118.00	\$6,118.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Dues and Subscriptions	\$1,438.28	\$2,000.00	\$561.72
Bank Service Charges	\$60.00	\$1,300.00	\$1,240.00
Debt Service Bond Principal	\$10,000.00	\$10,000.00	\$0.00
Interest	\$660.00	\$660.00	\$0.00
Equipment Bond Interest 2016	\$1,537.50	\$1,537.50	\$0.00
Equipment Bond Principal 2016	\$13,000.00	\$13,000.00	\$0.00
<b>Total Expense</b>	<b>\$72,402.46</b>	<b>\$141,884.50</b>	<b>\$69,482.04</b>

**OPERATING INCOME OR LOSS**

**(\$11,281.34)**

**Other Expenses**

Misc. Expenses	\$540.00	<i>membership return</i>
Equipment - Gator	\$0.00	
Management Fee	\$0.00	
Capital Improvements	\$0.00	

Transfer to General	\$0.00
Cash Short	\$109.12
<b>Total Other Expenses</b>	<b>\$649.12</b>

<b>Other Income</b>	
General Property taxes	\$9,988.22
Transfer Fr Liq Str	\$0.00
Reimbursements	\$524.68
Donations and Contributions	\$0.00
Cash Over	\$44.58
Tee Box Revenue	\$4,000.00
<b>Total Other Income</b>	<b>\$14,557.48</b>

**NET INCOME OR LOSS YEAR TO DATE** **\$2,627.02**

<b>Sales Comparison YTD</b>	<b>2020 thru November</b>	<b>2021</b>
Green Fees	\$44,193.69	\$17,660.63

<b>YTD Comparisons:</b>	<b>2020</b>	<b>2021</b>
Operating Revenue	\$71,032.52	\$80,143.54
Operating Expense	\$63,866.82	\$77,516.52
	\$7,165.70	\$2,627.02



Sales Comparison Year to Date Ending 06/30/2021

	2019	2020	2021	% of Increase from 2020-2021
Off-Sale Liquor	\$122,517.54	\$147,866.95	\$140,822.19	-4.76%
Off-Sale Beer	\$225,590.81	\$258,601.93	\$259,793.10	0.46%
Off-Sale Wine	\$20,845.20	\$22,909.53	\$21,055.91	-8.09%
<b>Total Off-Sale</b>	<b>\$368,953.55</b>	<b>\$429,378.41</b>	<b>\$421,671.20</b>	<b>-1.79%</b>
On-Sale Liquor	\$59,671.11	\$30,809.47	\$46,190.11	49.92%
On-Sale Beer	\$75,895.36	\$42,838.76	\$64,306.94	50.11%
On-Sale Wine	\$682.16	\$353.13	\$897.21	154.07%
<b>Total On-Sale</b>	<b>\$136,248.63</b>	<b>\$74,001.36</b>	<b>\$111,394.26</b>	<b>50.53%</b>
<b>Total On and Off Sale</b>	<b>\$505,202.18</b>	<b>\$503,379.77</b>	<b>\$533,065.46</b>	<b>5.90%</b>
Total Food Sales	\$55,758.75	\$64,390.92	\$94,156.55	46.23%
Gross Liquor Store Sales Comparison	\$589,460.93	\$592,425.31	\$655,668.16	10.68%

# 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

**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 the lessor or lessor's employees

1 \_\_\_\_\_

2 20.00%

3 \_\_\_\_\_

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 5/2021	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 Report amount on Schedule A, line 22h	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.
			4410.00	882.00	882.00			882.00	(112.00)	770.00

- 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.

# Month End Remittance Report for June 2021

STATE OF MINNESOTA

Check Number: 888888 Printed: 7/1/2021 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		570.00
1b	Law Library - Criminal	M.S. 134A.10 S3		2,524.17
2	Sheriff's Contingency Fund	M.S 387.213		127.50
9	Prosecution Costs	M.S. 631.48; 609.49		381.63
10	DWI Assessment/County	M.S. 169A.285		10.42
<b>County Revenue Total</b>				<b>\$3,613.72</b>

### Municipalities

GL Account	Statute	Inter-Agency Nbr	Amount
DWI Assessment/Bemidji			701.92
Bemidji 100%			260.00
Bemidji 2/3			4,646.38
Bemidji 1st Late Penalty			109.93
Bemidji 2nd Late Penalty			349.90
<b>Sub-Total</b>			<b>\$6,068.13</b>
GL Account	Statute	Inter-Agency Nbr	Amount
Blackduck 2/3			113.32
<b>Sub-Total</b>			<b>\$113.32</b>

### Municipalities Total

**\$6,181.45**

### County Specific

Line	GL Account	Statute	Inter-Agency Nbr	Amount
1	Beltrami County DARE Advisory Board			490.88
3	Bemidji Prosecution Costs			350.00
6	Northwood Coalition Battered Women's Shelter			63.00
58	Beltrami County Victim Services			13.60
59	Support Within Reach			59.57
<b>County Specific Total</b>				<b>\$977.05</b>

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;



- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

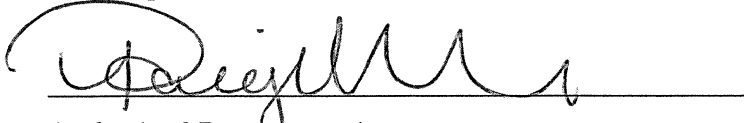


Authorized Representative:

Title: City Administrator

Date signed: 6/11/2021

U.S. Department of the Treasury:



Authorized Representative:

Title: Deputy Clerk

Date: 06/11/21

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other



# Final Council Approval for the Following

## Seasonal & Part-time Employees:

<b>Name:</b>	<b>Position:</b>	<b>Date of Hire:</b>	<b>Wage:</b>
Ryan Dobmeier	Bartender	05/28/2021	\$10.50
Melissa Mystic	Clubhouse	06/01/2021	\$10.50
Sandy Kalvig	Clubhouse	05/18/2021	\$10.50
Chloe Lindner	Clubhouse	06/07/2021	\$10.50
Kaydre Gullette	Clubhouse	05/15/2021	\$10.50
Cian Verbridge	Clubhouse	6/9/2021	\$10.50

# Final Council Approval for the Following

## Part-time & Full-time Employees:

<b>Name:</b>	<b>Position:</b>	<b>Date of Hire:</b>	<b>Wage:</b>
<b>Donna Martin</b>	Part-time Off-sale Clerk	06/14/2021	\$10.08
<b>Ricky Byer</b>	Full-time Lead Bartender	07/07/2021	\$15.18



July 1, 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

Status Report on Refunding of Existing Bond Issues

Original Bond Amount	Title	Last Maturity	Call Date	Callable Amount	Callable Rates		Status
					Low	High	
\$495,000	General Obligation Bonds, Series 2006A	02/01/2022	02/01/2015	\$40,000	4.650%	4.650%	As of July 1, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$445,000	General Obligation Refunding Bonds, Series 2009A	01/01/2024	01/01/2018	\$45,000	4.000%	4.250%	As of July 1, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$1,165,000	General Obligation Bonds, Series 2012A	02/01/2035	02/01/2023	\$655,000	2.100%	2.550%	As of July 1, 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	02/01/2025	02/01/2016	\$44,000	3.000%	3.000%	As of July 1, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$93,000	General Obligation Equipment Certificates, Series 2016A	02/01/2025	09/16/2016	\$55,000	2.500%	2.500%	As of July 1, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$468,834	General Obligation Water Revenue Note of 2016	08/20/2046	09/28/2016	\$419,600	0.900%	3.466%	As of July 1, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$180,000	General Obligation Disposal System Note (MN Rural Water), Series 2017A	02/01/2024	08/01/2019	\$39,644	2.950%	2.950%	As of July 1, 2021, we estimate that this refunding would not generate sufficient savings to be considered.
\$30,000	USDA Loan, 2020	-	-	-	-	-	These bonds are not callable.
\$650,000	General Obligation Tax Abatement Bonds, Series 2021A	02/01/2042	02/01/2030	\$410,000	2.000%	2.000%	As of July 1, 2021, we estimate that this refunding would not generate sufficient savings to be considered.

June 2021 Property Tax Statement  
Received 6/29/2021

FUND	DESCRIPTION	AMOUNT	SPEC ASSES #	SUBTOTALS:
R/P	101-31000	Gen Prop Tax	\$131,941.98	
	309-31000	89 GO Bond Prop Tax	\$0.00	
	309-31000	94 GO Bond Prop Tax	\$0.02	
	101-36100	98 GO Bond Prop Tax	\$0.06	
	309-31000	99 GO Bond Prop Tax	\$0.02	
	306-31000	2000 GO Bond Prop Tax	\$0.00	
	307-31000	2006 GO Bond Prop Tax	\$18,316.68	
	309-31000	2009 GO Bond Prop Tax	\$10,745.03	
	613-31000	2012 Refunding Golf Prop Tax	\$3,561.20	
	613-31000	Equipm Cert Prop Tax	\$5,900.78	
	311-31000	Industrial Lane	\$300.84	\$175,476.29
	314-31000	2014 Go Bond Prop Tax	\$4,709.68	
M	101-31030	Mobile Home Tax Credit	\$353.95	
	309-31030	89 GO Bond MHTC	\$0.00	
	309-31030	94 GO Bond MHTC	\$0.00	
	101-31030	98 GO Bond MHTC	\$0.00	
	309-31030	99 GO Bond MHTC	\$0.00	
	306-31030	2000 GO Bond MHTC	\$0.00	
	307-31030	2006 GO Bond MHTC	\$54.55	
	309-31030	2009 GO Bond MHTC	\$33.67	
	311-31030	Industrial Lane	\$0.38	\$476.18
	613-31030	2012 Refunding Golf Prop Tax	\$7.09	
	613-31030	Equipm Cert Prop Tax	\$11.79	
	314-31030	2014 Go Bond	\$14.74	
				307 Tax \$18,653.56
				307 Spec \$7,515.59
				309 Tax \$10,944.20
				309 Spec \$0.00
				311 Tax \$305.93
				311 Spec \$8,374.91
				314 Tax \$4,796.99
				314 Spec \$459.48
OTHER	101-31900	Pen&Int Del Tax	\$275.57	
	101-31000	Gen Prop Tax (Excess TIF)	\$2,039.27	
	307-31000	2006 GO Bond (Excess TIF)	\$282.33	
	309-31000	2009 GO Bond Prop Tax (Excess	\$165.50	
	311-31000	Industrial Lane (Excess TIF)	\$4.78	\$2,985.76
	613-31000	Golf Equip Certificate	\$90.93	
	613-31000	Golf 2012 Refunding	\$54.89	
	314-31000	2014 Go Bond (Excess TIF)	\$72.57	
				376 Tax \$20,735.60
				376 Spec 0
				613 Tax \$9,461.98
TIFF	376-31050	Tax Increments	\$20,735.60	\$178,938.23
				Front/Pine 325 Spec \$5,406.03
				Sewer 317 Spec \$4,316.56
				Water 320 Spec \$7,496.68
SPEC ASSES	101-36100	Special Assessments	\$0.00	8116, 8118
	101-36100	98 Spec. Assessments	\$0.00	8101, 8102
	309-36100	99 Spec. Assessments	\$0.00	8119, 8121, 8120
	309-36100	2000 Spec. Assessments	\$0.00	8122
	602-36100	Sewer Spec. Assessments	\$0.00	8123
	307-36100	2006 Spec. Assessments	\$7,224.11	8124
	309-36100	2009 Spec Assessments	\$0.00	
	311-36100	Industrial Ln Assessment	\$8,374.91	8125
	314-36100	2014 Spec. Assessments	\$459.48	8126
	325-36100	2018 Spec. Frontage/Pine	\$5,406.03	8127
	320-36100	2018 Spec. Summit/Main	\$7,496.68	8128
	317-36100	2018 Spec. Summit/Main	\$4,316.56	8128
	320-31900	2018 Pen & Int	\$90.18	8128
	317-31900	2018 Pen & Int	\$46.16	8128
	101-31900	Penalties & Interest	\$0.00	
	101-31900	98 Pen & Int	\$0.00	
	309-31900	99 Pen & Int	\$0.00	
	309-31900	2000 Pen & Int	\$0.00	
	602-37250	Sewer Pen & Int	\$0.00	8199
	601-37160	Water Pen & Int	\$0.00	8199
	307-31900	2006 Pen & Int	\$291.48	8124
	101-34000	Charges for Services	\$0.00	
	602-37200	Sewer Sales	\$245.71	8199 Supported deposit in UB
	601-37100	Water Sales	\$245.71	8199 Supported deposit in UB
	309-31900	2009 Pen & Int	\$0.00	\$782.89
	311-31900	Industrial Lane Pen & Int	\$0.00	
101-31000	Stale Dated Tax Payment:	\$0.00		
	<b>GRAND TOTAL:</b>	<b>\$233,860.83</b>		<b>\$233,734.49</b>

41-2012 Refunding = 613  
 27 - Equip Cont = 613

Authority: 0200 CITY OF BLACKDUCK  
 Entity: 0200 CITY OF BLACKDUCK

Roll	TX Type	2021	2020	2019	2018	2017	2016	All Prior
	TOTAL	224,336.91	7,729.58	1,574.44	45.77	137.73	.00	36.40
	GRAND TOTAL	233,860.83						
	AMOUNT OF CHECK	233,860.83						
R/P	NET TC TAX	131,941.98	3,842.74	653.84	.00	.00	.00	.56
	027 EQP CT 613	5,900.78	161.23	36.02	.00	.00	.00	.02
	029 94 ST 309	.02	.00	.00	.00	.00	.00	.06
	033 98 SWR 101	.06	.00	.00	.00	.00	.00	.02
	034 99 CO 309	.02	.00	.00	.00	.00	.00	.06
	039 06 IMP 307	17,644.30	568.49	103.87	.00	.00	.00	.02
	041 12 REF 613	3,429.04	108.54	23.62	.00	.00	.00	.00
	042 09 REF 309	10,745.03	329.08	72.21	.00	.00	.00	.00
	045 IND LN 311	300.84	6.02	.61	.00	.00	.00	.00
	047 14 BND 314	4,534.05	146.83	28.80	.00	.00	.00	.00
	TOTAL NET TC TAX	175,476.29	5,182.93	918.97	.00	.00	.00	.68
TOTAL R/P		131,941.98	3,842.74	653.84	.00	.00	.00	.56
	027 EQP CT	5,900.78	161.23	36.02	.00	.00	.00	.02
	029 94 ST	.02	.00	.00	.00	.00	.00	.06
	033 98 SWR	.06	.00	.00	.00	.00	.00	.02
	034 99 CO	.02	.00	.00	.00	.00	.00	.06
	039 06 IMP	17,644.30	568.49	103.87	.00	.00	.00	.02
	041 12 REF	3,429.04	108.54	23.62	.00	.00	.00	.00
	042 09 REF	10,745.03	329.08	72.21	.00	.00	.00	.00
	045 IND LN	300.84	6.02	.61	.00	.00	.00	.00
	047 14 BND	4,709.68	146.83	28.80	.00	.00	.00	.00
	TOTAL R/P	175,476.29	5,182.93	918.97	.00	.00	.00	.68
M	NET TC TAX	353.95	248.54	1.90	21.19	82.32	.00	.00
	027 EQP CT 613	11.79	11.68	.11	.00	.00	.00	.00
	039 06 IMP 307	54.55	36.72	.33	3.38	14.12	.00	.00
	041 12 REF 613	7.09	7.01	.08	.00	.00	.00	.00
	042 09 REF 309	33.67	21.27	.22	1.85	10.33	.00	.00
	045 IND LN 311	.39	.38	.01	.00	.00	.00	.00
	047 14 BND 314	14.74	9.48	.09	1.03	4.14	.00	.00
	TOTAL NET TC TAX	476.18	335.08	2.74	21.19	82.32	.00	.00
TOTAL M		353.95	248.54	1.90	21.19	82.32	.00	.00
	027 EQP CT	11.79	11.68	.11	.00	.00	.00	.00
	039 06 IMP	54.55	36.72	.33	3.38	14.12	.00	.00
	041 12 REF	7.09	7.01	.08	.00	.00	.00	.00
	042 09 REF	33.67	21.27	.22	1.85	10.33	.00	.00
	045 IND LN	.39	.38	.01	.00	.00	.00	.00
	047 14 BND	14.74	9.48	.09	1.03	4.14	.00	.00
	TOTAL M	476.18	335.08	2.74	21.19	82.32	.00	.00
OTHER	EXCESS TIF	2,039.27	.00	.00	.00	.00	.00	.00
	027 EQP CT 613	90.93	.00	.00	.00	.00	.00	.00
	039 06 IMP 307	282.33	.00	.00	.00	.00	.00	.00
	041 12 REF 613	54.89	.00	.00	.00	.00	.00	.00
	042 09 REF 309	165.50	.00	.00	.00	.00	.00	.00
	045 IND LN 311	4.70	.00	.00	.00	.00	.00	.00
	047 14 BND 314	72.57	.00	.00	.00	.00	.00	.00
	TOTAL EXCESS TIF	2,710.19	.00	.00	.00	.00	.00	.00
INTEREST	-999 SUM	275.57	.00	194.71	18.32	26.82	.00	35.72
TOTAL OTHER		2,039.27	.00	194.71	18.32	26.82	.00	35.72
	027 EQP CT	90.93	.00	.00	.00	.00	.00	.00
	039 06 IMP	282.33	.00	.00	.00	.00	.00	.00

Authority: I TOWNSHIP/CITY  
Entity: 0200 CITY OF BLACKDUCK

Roll	Tax Type	Total	2021	2020	2019	2018	2017	2016	All Prior
	041 12 REF	54.89	54.89	.00	.00	.00	.00	.00	.00
	042 09 REF	165.50	165.50	.00	.00	.00	.00	.00	.00
	045 IND LN	4.70	4.70	.00	.00	.00	.00	.00	.00
	047 14 BND	72.57	72.57	.00	.00	.00	.00	.00	.00
	999 SUM	275.57	.00	.00	194.71	18.32	26.82	.00	35.72
	TOTAL OTHER	2,985.76	2,710.19	.00	194.71	18.32	26.82	.00	35.72
	TOTAL TAX	134,335.20	129,484.11	4,091.28	655.74	21.19	82.32	.00	.56
	001 REV	6,003.50	5,774.46	192.91	36.13	.00	.00	.00	.00
	027 EOP CT	.02	.00	.00	.00	.00	.00	.00	.00
	029 94 ST	.06	.00	.00	.00	.00	.00	.00	.00
	033 98 SNR	.02	.00	.00	.00	.00	.00	.00	.00
	034 99 GO	.02	.00	.00	.00	.00	.00	.00	.00
	039 06 IMP	18,653.56	17,936.63	605.21	104.20	3.38	14.12	.00	.02
	041 12 REF	3,623.18	3,483.93	115.55	23.70	.00	.00	.00	.00
	042 09 REF	10,944.20	10,509.34	350.35	72.43	1.85	10.33	.00	.00
	045 IND LN	305.93	298.91	6.40	.62	.00	.00	.00	.00
	047 14 BND	4,796.99	4,606.62	156.31	28.89	1.03	4.14	.00	.00
	999 SUM	275.57	.00	.00	194.71	18.32	26.82	.00	35.72
	TOTAL TAX	178,938.23	172,083.90	5,518.01	1,116.42	45.77	137.73	.00	36.40
TIF	NET TIF TX	5,394.21	.00	.00	.00	.00	.00	.00	.00
	0008 0 House	15,341.39	15,341.39	.00	.00	.00	.00	.00	.00
	0012 0 MAMDC	20,735.60	20,735.60	.00	.00	.00	.00	.00	.00
	TOTAL NET TIF TX	20,735.60	20,735.60	.00	.00	.00	.00	.00	.00
SPASMT	TOTAL TIF	7,224.11	6,299.70	642.31	282.10	.00	.00	.00	.00
	SPC ASMT	8,374.91	8,374.91	.00	.00	.00	.00	.00	.00
	81250 311	459.48	459.48	.00	.00	.00	.00	.00	.00
	81270 315	5,406.03	5,406.03	.00	.00	.00	.00	.00	.00
	81280 317/320	11,813.24	10,485.88	1,327.36	.00	.00	.00	.00	.00
	TOTAL SPC ASMT	491.41	491.41	.00	.00	.00	.00	.00	.00
	Subtotal	33,769.18	31,517.41	1,969.67	282.10	.00	.00	.00	.00
	S-ASMT PEN - 8124	33,769.18	31,517.41	1,969.67	282.10	.00	.00	.00	.00
	Subtotal	291.48	.00	205.66	85.82	.00	.00	.00	.00
	S-ASMT INT - 8128	126.34	.00	36.24	90.10	.00	.00	.00	.00
	Subtotal	34,187.00	31,517.41	2,211.57	458.02	.00	.00	.00	.00
	TOTAL SPASMT	34,187.00	31,517.41	2,211.57	458.02	.00	.00	.00	.00

SPASMT	Description	Year	Principal	Interest	Pen/Int	Total
81240	2006 STREET IMPROVEMENTS	S 2019	227.50	54.60	175.92	458.02
		2020	553.71	88.60	92.32	734.63
		2021	5,833.05	466.65	.00	6,299.70
		TOTAL	6,614.26	609.85	✓268.24	7,492.35
81250	INDUSTRIAL LANE IMPROVEMENTS	S 2021	8,210.69	164.22	.00	8,374.91
		TOTAL	8,210.69	164.22	.00	8,374.91
81260	4TH ST NE SEWER REPLACEMENT	S 2021	382.89	76.59	.00	459.48
		TOTAL	382.89	76.59	.00	459.48
81270	FRONTAGE RD AND FINE AVE	S 2021	4,359.70	1,046.33	.00	5,406.03
		TOTAL	4,359.70	1,046.33	.00	5,406.03
81280	SUMMIT AVE W & MAIN ST N	S 2020	934.76	392.60	149.58	1,476.94
		2021	7,543.77	2,942.11	.00	10,485.88
		TOTAL	8,478.53	3,334.71	✓149.58	11,962.82
81990	DELINQUENT ACCOUNTS	S 2021	491.41	.00	.00	491.41
		TOTAL	491.41	.00	.00	491.41
	TOTAL SPASMT		28,537.48	5,231.70	417.82	34,187.00

601/602



# CITY OF BLACKDUCK RESOLUTION NO: 2020-29

## A RESOLUTION APPROVING AN ASSESSMENT FOR PAST DUE UTILITY CHARGES

**WHEREAS**, the City Code of the City of Blackduck Ordinance 215 entitled “Utility Rates and Collection Procedures” Section 6: entitled “Collection with Real Estate Taxes” states “the City of Blackduck may prepare an assessment roll each year providing for assessment of the delinquent amounts against the respective properties served.”

**AND WHEREAS**, the City of Blackduck shall deliver the assessment roll to the City Council for adoption on or before October 15<sup>th</sup> of each year those delinquent amounts,

**BE IT RESOLVED** by the Council of the City of Blackduck, County of Beltrami, Minnesota, that an assessment for past due utility charges, specifically the municipal water and sewer charges, be placed on the property taxes of the following properties:

Andrew Ebert & Shannon L. Hegg Amount of \$1746.24

Or

Timothy A Freeman & Barbara Freeman

Past Due Utilities

56 1<sup>st</sup> Street SE

Blackduck, MN 56630

Parcel #81.00163.00

Andrew R Weston Amount of \$491.41

Past Due utilities

41 2<sup>nd</sup> Street SE

Blackduck, MN 56630

Parcel #81.00155.00

Adopted by the City Council on October 5, 2020

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Maxwell Gullette, Mayor

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Christina Regas – City Administrator



# CITY OF BLACKDUCK PRELIMINARY LAND COMBINATION REQUEST FORM

Recorder Contact: Christina Regas  
Date: 06/22/2021  
Fee Owner: MAK Properties  
Address: 1499 Anne Street NW Bemidji, MN 56601

Internal Checklist  
\_\_\_\_\_ GIS  
\_\_\_\_\_ ZONING  
\_\_\_\_\_ AUDITOR

**Tax Parcel Number: 81.00552.00 ; 81.00553.00 ; 81.00554.00 ; 81.00555.00 ; 81.00556.00 ; 81.00557.00 ; 81.00558.00 ; 81.00559.00 ; 81.00560.00**

**Correct Legal Description:**

- A. Description of Parcels to be Combined:  
See attached certificate of survey
- B. Description of Remainder: N/A
- C. Number of Parcels being Created: : 3

**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. \_\_\_\_\_



Client:

CITY OF BLACKDUCK

Account # 91343 Ad # 2894818

Phone: (218) 835-4803

Fax:

Address: PO BOX 380  
BLACKDUCK, MN 56630

Sales Rep.:

0135 Forum Legal AdTaker

Phone: (701) 241-5504

Fax: (701) 241-5540

Email: legals@forumcomm.com

Class.: 9960 MN LEGALS

Requested By:

Start Date: 07/03/2021

End Date: 07/03/2021

Nb. of Inserts: 1

Dimensions: 1 col. x 2.75 Inches

Publications: Blackduck American

Total Price: \$19.25

Paid Amount: \$0.00

Balance: \$19.25

Page 1 of 1

**CITY OF BLACKDUCK  
NOTICE OF PUBLIC HEARING  
CITY HALL OF BLACKDUCK  
8 SUMMIT AVE. E.**

To whom it may concern,  
Notice is hereby given that the City Council of Blackduck will meet in the council chambers of City Hall of Blackduck at approximately 6:10pm on Tuesday, July 6, 2021, to hear public comment regarding the preliminary land combination & division of parcels in the preliminary plat of Southern Duck Estates. This public hearing is pursuant to Minnesota Statute §412.851 to allow public comment for or against the petition to divide or combine parcels. Such persons that have an interest with reference to the request will be heard at this meeting.

Christina A. Regas  
City Administrator  
(July 3, 2021) 2894818



## **DESCRIPTION OF PARCEL A**

Lot 1, Block 1, Lots 1, 2, 3, 4, and 5, all in Block 2, Lots 1, 2, and 3, all in Block 3, and vacated UNIVERSAL DRIVE SW, vacated ORION COURT SW, and vacated MILKY WAY DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof; LESS AND EXCEPT, all those parts of Lot 1, Block 1, Lots 4 and 5, Block 2, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point being the point of beginning of the land to be described; thence return North 58°19'06" West to said point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence North 31°40'54" East a distance of 246.35 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point is hereinafter referred to as "Point A"; thence South 58°19'06" East a distance of 552.46 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007, said intersection is hereinafter referred to as "Point B"; thence southwesterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 287.95 feet, more or less, to the point of beginning;

ALSO LESS AND EXCEPT, all those parts of Lot 1, Block 3, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point being the point of beginning of the land to be described; thence South 50°27'09" West a distance of 311.99 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 317.65 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 249.61 feet to the point of beginning.

Together with a 24 foot wide easement for ingress and egress over and across that part of Lot 1, Block 1 and vacated UNIVERSAL DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, lying within 12 feet on each side of the following describe centerline: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence

North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 225.80 feet to the point of beginning of the centerline to be described; thence North 13°43'44" East a distance of 45.21 feet; thence North 40°23'52" East a distance of 186.14 feet; thence North 71°34'46" East a distance of 70.40 feet, more or less, to the intersection with a line between said "Point A" and said "Point B" and said centerline there terminating.

Subject to a 66 foot wide easement for ingress and egress over and across those parts of Lot 1, Block 1, Lot 1, Block 3, and vacated UNIVERSAL DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the easement to be described; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 249.61 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 244.92 feet, more or less, to the point of beginning.

#### **DESCRIPTION OF PARCEL B**

All those parts of Lot 1, Block 1, Lots 4 and 5, Block 2, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point being the point of beginning of the land to be described; thence return North 58°19'06" West a distance of 246.37 feet to said point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence North 31°40'54" East a distance of 246.35 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point is hereinafter referred to as "Point A"; thence South 58°19'06" East a distance of 552.46 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007, said intersection is hereinafter referred to as "Point B"; thence southwesterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 287.95 feet, more or less, to the point of beginning.

Reserving and subject to a 24 foot wide easement for ingress and egress over and across that part of Lot 1, Block 1 and vacated UNIVERSAL DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, lying within 12 feet on each side of the following describe centerline: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 225.80 feet to the point of beginning of the centerline to be described; thence North 13°43'44" East a distance of 45.21 feet; thence North 40°23'52" East a distance of 186.14 feet; thence North 71°34'46" East a distance of 70.40 feet, more or less, to the intersection with a line between said "Point A" and said "Point B" and said centerline there terminating.

Together with a 66 foot wide easement for ingress and egress over and across those parts of Lot 1, Block 1, Lot 1, Block 3, and vacated UNIVERSAL DR SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the easement to be described; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 249.61 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 244.92 feet, more or less, to the point of beginning.

#### **DESCRIPTION OF PARCEL C**

All those parts of Lot 1, Block 3, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point being the point of beginning of the land to be described; thence South 50°27'09" West a distance of 311.99 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 317.65 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said

northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 249.61 feet, more or less, to the point of beginning.

Together with a 66 foot wide easement for ingress and egress over and across those parts of Lot 1, Block 1, Lot 1, Block 3, and vacated UNIVERSAL DR SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the easement to be described; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 249.61 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 244.92 feet, more or less, to the point of beginning.

## PURCHASE AGREEMENT

THIS AGREEMENT is made as of 6/17, 2021 (the “Effective Date”) between **MAK Properties, Inc.**, a Minnesota corporation (“Seller”), and the **City of Blackduck**, a Minnesota municipal corporation (“Buyer”).

### Recitals

A. Seller is the fee owner of property located in Beltrami County, Minnesota (“Property”), the legal descriptions of which is as follows:

See attached Exhibit A.

B. Seller wishes to convey, and Buyer wishes to purchase, the Property, as illustrated in the attached Exhibit A (“Parcel C”), together with all rights, privileges, easements, and appurtenances belonging thereto.

### Agreement

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase of Property.** Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property including all easements and rights of every kind and nature benefiting or appurtenant to the Property, subject to the Permitted Encumbrances as provided herein.
2. **Purchase Price and Manner of Payment.** The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property shall be Forty Thousand Dollars (\$40,000.00), and shall be paid to Seller at closing, subject to the terms of this Agreement.
  - a. **Earnest Money.** Within 14 business days after the Effective Date, Buyer must deposit the sum of \$1,500.00 (the “Earnest Money”) with Sathre Title (“Escrow Agent”). At Closing, Escrow Agent shall disburse to Seller the Earnest Money and Buyer shall receive a credit against the Purchase Price in an amount equal to the amount of the Earnest Money.
3. **Buyer Contingencies.** The obligations of Buyer under this Agreement are contingent upon each of the following:

- a. **Representation and Warranties.** The representations and warranties of Seller contained in this Agreement must be accurate in all material respects now and on the Closing Date as if made on the Closing Date.
- b. **Title.** Title shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 6 below.
- c. **Performance of Seller's Obligations.** Seller shall have performed all of the obligations required to be performed by Seller under this Agreement as and when required by this Agreement.
- d. **Inspection.** Buyer shall have the right to enter the Property through July 15, 2021 (the "Due Diligence Period") and perform such surveys, tests and investigations as Buyer deems advisable, all at Buyer's sole expense. Buyer shall keep the Property free from mechanic's liens arising from such work. Buyer shall be responsible for any property damage or personal injury arising from such work. Buyer shall determine, in its sole judgment, whether the condition of the Property is suitable for Buyer's intended use, and may terminate this Agreement without liability through the end of the Due Diligence Period

If any contingency set forth above has not been satisfied on or before the Closing Date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Upon such termination, the Earnest Money shall be refunded to Buyer and neither party will have any further rights or obligations regarding this Agreement or the Property. All the contingencies set forth in this Section are for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to waive any contingency by written notice to Seller.

**4. Closing.** The closing of the purchase and sale contemplated by this Agreement ("Closing") shall be held at such place as may be agreed upon by the parties, on or before \_\_\_\_\_, 2021 ("Closing Date"). At the Closing, Buyer shall pay the Purchase Price to Seller and the following closing documents shall be executed and delivered.

- a. Seller shall deliver a warranty deed conveying the Property to Buyer, free and clear of all encumbrances, except the following "Permitted Encumbrances":
  - (1) Property taxes and special assessments to be paid in accordance with this Agreement; and
  - (2) Building codes and laws and ordinances relating to zoning and land use.



- b. A title insurance policy, or a suitably marked-up commitment for title insurance initialed by the Title Insurer, in the form required by this Agreement.
- c. An Affidavit by Seller indicating no adverse matters.
- d. A closing statement detailing the financial terms of the closing.
- e. All other documents necessary to transfer the Property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.

**5. Costs and Prorations.** Seller and Buyer agree to the following prorations and allocation of costs:

- a. **Title Insurance and Closing Fee.** Seller will pay all costs of issuing the title insurance commitment. Buyer will pay all title insurance premiums and surcharges required for the issuance of any title insurance policy. Buyer and Seller will each pay one half of all reasonable and customary closing fees charged by the Title Insurer.
- b. **Documentary Taxes.** Seller shall pay the state tax for the deed to be delivered by Seller under this Agreement.
- c. **Real Estate Taxes and Levied and Pending Assessments.** General real estate taxes due and payable in 2021 shall be prorated by Seller and Buyer to the Closing Date based upon a calendar fiscal year. Any deferred property taxes or otherwise unpaid taxes, penalties and interest accrued prior to 2021 shall be paid by Seller. Seller shall pay all special assessments levied or pending against the Property as of the date of this Agreement.
- d. **Attorney's Fees.** Each party will pay its own attorney's fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

**6. Title.**

- a. Quality of Title.** Seller shall convey good and marketable fee title to the Property to Buyer, subject to no liens, easements, encumbrances, conditions, reservations or restrictions other than the Permitted Encumbrances.
- b. Title Evidence.** Seller shall obtain a commitment (“Title Commitment”) for the most current form of owner’s policy of insurance in the amount of the Purchase Price insuring title to the Property subject only to the Permitted Encumbrances. In addition, Seller shall obtain a Land Title Survey of the Property (the “Survey”) prepared by a duly licensed land surveyor licensed in Minnesota and acceptable to Buyer. The Survey shall identify the Title Commitment and show all exceptions disclosed in the Title Commitment. The Survey shall be certified to Buyer and the Title Company. In the event the Survey, or any recertification thereof, shows any encroachments or any improvements upon, from, or onto the Property, or on or between any building setback line, lot line, or any easement, or other condition unacceptable to Buyer, in Buyer’s sole discretion, said encroachment, easement, or other condition shall be treated in the same manner as Title Defect(s). The Title Commitment and the Survey together constitute the Title Evidence.
- c. Buyer’s objections.** Within twenty days after receiving the last of the Title Evidence, Buyer shall make written objections (“Objections”) to the form and or contents of the Title Evidence. Buyer’s failure to make Objections within such time period will constitute waiver of Objections. Any matter shown on such Title Evidence and not objected to by Buyer shall be deemed an additional “Permitted Encumbrance” hereunder. Seller shall have 30 days after receipt of the Objections to cure the objections, during which period the Closing will be postponed as necessary. Seller shall use its best efforts to correct any Objections. If the Objections are not cured within such 30-day period, Buyer will, in addition to any other remedy available at law or under this Agreement, have the option to do either of the following:
- (1) Terminate this Agreement; or
  - (2) Waive the objections and proceed to close, in which case such matters shall be deemed Permitted Encumbrances hereunder.
- d. Title Policy.** Title Insurer shall deliver to Buyer at the closing a title policy issued pursuant to the commitment, or a suitably marked-up commitment

initialed by the Title Insurer undertaking to issue such a title policy in the form required by the commitment as approved by Buyer.

**7. Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

- a. Authority.** Seller has the requisite power and authority to enter into and perform this Agreement.
- b. Title to Property.** Seller owns the Property and will deliver it free and clear of all encumbrances except the Permitted Encumbrances.
- c. Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property.
- d. FIRPTA.** Seller is not a “foreign person,” “foreign partnership,” “foreign trust” or “foreign state” as those terms are defined in § 1445 of the Internal Revenue Code.
- e. Proceedings.** To the best knowledge of Seller, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or the Property.
- f. Hazardous Materials.** To Seller’s actual knowledge, without duty to investigate, no toxic or hazardous substances (including, with limitation, asbestos, urea foam formaldehyde, the group of organic compounds known as polychlorinated biphenyls, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. § 9601-9657, as amended) have been generated, treated, stored, released, or disposed of, or otherwise deposited in or located on the Property, including with limitation, the surface or subsurface waters of the Property, nor has any activity been undertaken on the Property which would cause (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. § 6901, *et. seq.*, or any similar state law or local ordinance or any other environmental law; (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, or any similar state law or local ordinance, or any other environmental law; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air or any emissions, which would require a permit under the Federal Water Pollution Control

Act, 33 U.S.C. § 7401, et.seq., or any similar state law or local ordinance or any other environmental law. To the best of Seller's knowledge: (i) there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, or any other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements, and (ii) no underground deposits which cause hazardous wastes or underground storage tanks are located on the Property.

- g. Wells and Septic Systems.** Seller shall provide Buyer with a well disclosure statement and a septic system disclosure statement, which disclosure statements are incorporated in this Section by reference.

Seller will defend, indemnify and hold harmless Buyer from and against any expenses or damages, including reasonable attorney's fees that Buyer incurs because of the breach of any of the above representations and warranties. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will constitute a waiver or release by Buyer of any claims due to such breach. Each of the representations and warranties contained herein shall survive the Closing.

**8. Representations and Warranties by Buyer.** Buyer has the requisite power and authority to enter into and perform this Agreement. This Agreement is subject to formal approval of the Blackduck City Council.

**9. Control of Property.** Subject to the provisions of this Agreement, until the Date of Closing, Seller shall have full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from the negligence or willful acts of Buyer, its agents, contractors, or employees, and except as may otherwise be provided by separate agreement between the Parties.

**10. Broker's Commission.** Seller and Buyer represent and warrant to each other that they have dealt with no broker, finder or other person entitled to a commission, finder's fee or similar fee in connection with this transaction.

**11. Assignment.** Neither party may assign its rights under this Agreement without prior written consent of the other party. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

**12. Survival.** All of the terms of this Agreement will survive and be enforceable after the Closing.

**13. Notices.** Any notice required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to the specified addressee, or (ii) mailed in a sealed envelope by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller:           Matthew Sparby  
                                  Mak Properties, Inc.  
                                  1499 Anne Street N.W.  
                                  Bemidji, MN 56601

If to Buyer:           Christina Regas  
                                  City of Blackduck  
                                  8 Summit Ave. N.E.  
                                  Blackduck, MN 56630

With copy to:         Ratwik, Roszak & Maloney, P.A.  
                                  Attention: Joseph Langel  
                                  730 Second Avenue South, Suite 300  
                                  Minneapolis, MN 55402

Notices shall be deemed effective on the earlier of the date of receipt, or in the case of such deposit in the mail or with an overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party.

**14. Entire Agreement.** This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property.

**15. Amendment; Waiver.** No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by both parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver of such right in a later or separate instance.

**16. Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

**17. Binding Effect.** This Agreement binds and benefits the parties and their respective successors and assigns.

**EXHIBIT B  
TO PURCHASE AGREEMENT**

[see following page]



**18. Remedies.**

- a. Default by Buyer.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving a 30-day written notice to Buyer pursuant to Minnesota Statutes § 559.21. If Buyer fails to cure such default within 30 days of the date of such notice, this Agreement will terminate.
  
- b. Default by Seller.** If Seller defaults under this Agreement, Buyer may sue for specific performance of this Agreement or actual damages caused by Seller's default.

**SELLER: MAK Properties, Inc.**

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

Date: 6/17/21

**BUYER: City of Blackduck**

By: \_\_\_\_\_  
Maxwell Gullette, Mayor

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

By: \_\_\_\_\_  
Christina Regas, City Administrator

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



**EXHIBIT A  
TO PURCHASE AGREEMENT**

**Legal Description**

All those parts of Lot 1, Block 3, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point being the point of beginning of the land to be described; thence South 50°27'09" West a distance of 311.99 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 317.65 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 249.61 feet, more or less, to the point of beginning.

Together with a 66 foot wide easement for ingress and egress over and across those parts of Lot 1, Block 1, Lot 1, Block 3, and vacated UNIVERSAL DR SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the easement to be described; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 249.61 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 244.92 feet, more or less, to the point of beginning.



# CITY OF BLACKDUCK PRELIMINARY LAND COMBINATION REQUEST FORM

Recorder Contact: Christina Regas  
Date: 06/22/2021  
Fee Owner: MAK Properties  
Address: 1499 Anne Street NW Bemidji, MN 56601

Internal Checklist  
\_\_\_\_\_ GIS  
\_\_\_\_\_ ZONING  
\_\_\_\_\_ AUDITOR

**Tax Parcel Number: 81.00552.00 ; 81.00553.00 ; 81.00554.00 ; 81.00555.00 ; 81.00556.00 ; 81.00557.00 ; 81.00558.00 ; 81.00559.00 ; 81.00560.00**

**Correct Legal Description:**

- A. Description of Parcels to be Combined:  
See attached certificate of survey
- B. Description of Remainder: N/A
- C. Number of Parcels being Created: : 3

**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:** \_\_\_\_\_

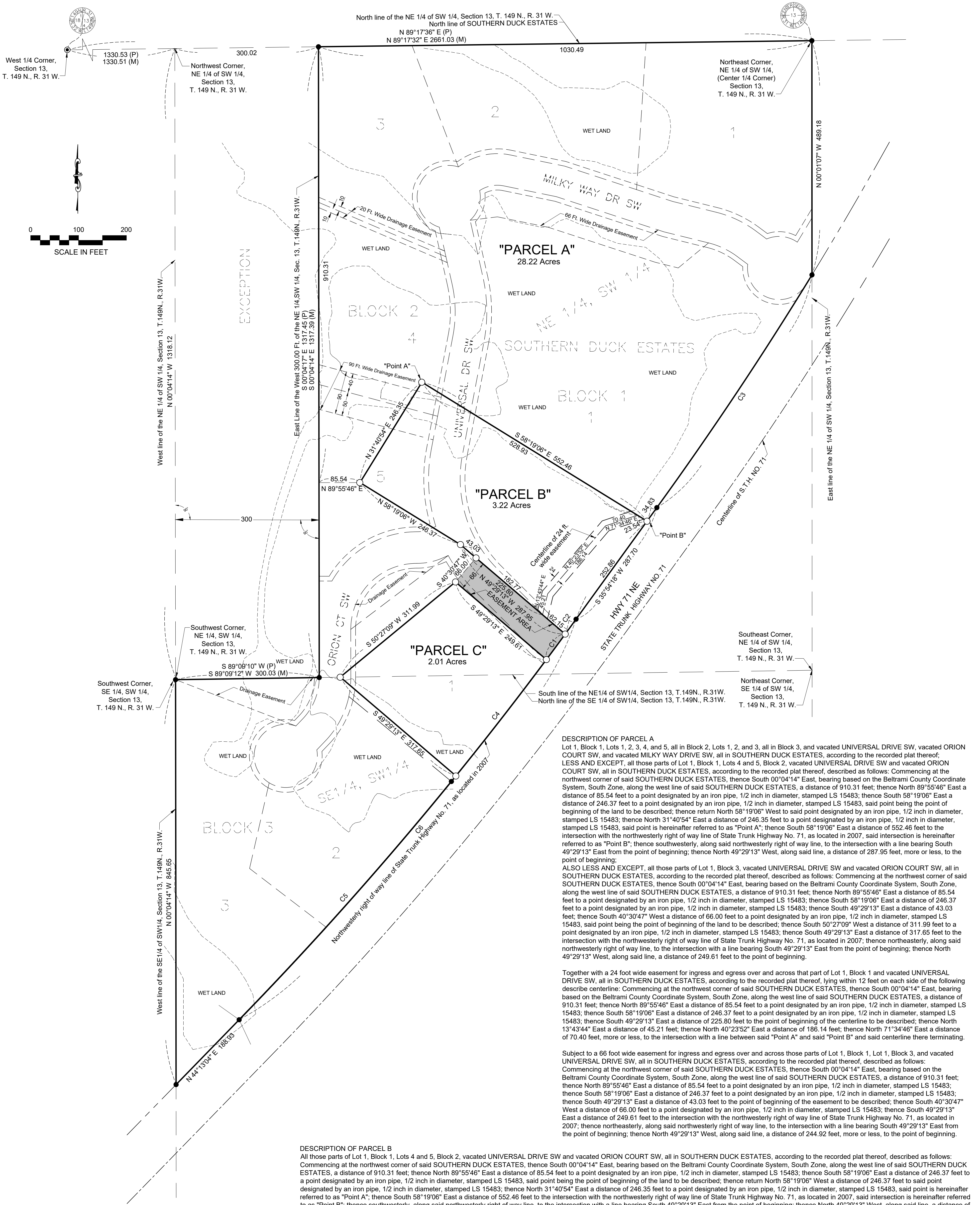
**COMMENTS:**

**\$100.00 Division Fee per Split**

- 1. **Current Year's Taxes Paid in Full**
- 2. \_\_\_\_\_

# CERTIFICATE OF SURVEY

Part of  
SOUTHERN DUCK ESTATES, Beltrami County, Minnesota.



**DESCRIPTION OF PARCEL A**  
Lot 1, Block 1, Lots 1, 2, 3, 4, and 5, all in Block 2, Lots 1, 2, and 3, all in Block 3, and vacated UNIVERSAL DRIVE SW, vacated ORION COURT SW, and vacated MILKY WAY DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, LESS AND EXCEPT, all those parts of Lot 1, Block 1, Lots 4 and 5, Block 2, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; said point being the point of beginning of the land to be described; thence return North 58°19'06" West to said point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence North 31°40'54" East a distance of 246.35 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 552.46 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007, said intersection is hereinafter referred to as "Point B"; thence southwesterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 287.95 feet, more or less, to the point of beginning;  
ALSO LESS AND EXCEPT, all those parts of Lot 1, Block 3, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; said point being the point of beginning of the land to be described; thence return South 50°27'09" West a distance of 311.99 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 249.61 feet, more or less, to the point of beginning.

Together with a 24 foot wide easement for ingress and egress over and across that part of Lot 1, Block 1 and vacated UNIVERSAL DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, lying within 12 feet on each side of the following describe centerline: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 225.80 feet to the point of beginning of the centerline to be described; thence North 13°43'44" East a distance of 45.21 feet; thence North 40°23'52" East a distance of 186.14 feet; thence North 71°34'46" East a distance of 70.40 feet, more or less, to the intersection with a line between said "Point A" and said "Point B" and said centerline there terminating.

Subject to a 66 foot wide easement for ingress and egress over and across those parts of Lot 1, Block 1, Lot 1, Block 3, and vacated UNIVERSAL DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the easement to be described; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 249.61 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 244.92 feet, more or less, to the point of beginning.

**DESCRIPTION OF PARCEL B**  
All those parts of Lot 1, Block 1, Lots 4 and 5, Block 2, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; said point being the point of beginning of the land to be described; thence return North 58°19'06" West to said point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence North 31°40'54" East a distance of 246.35 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; said point is hereinafter referred to as "Point A"; thence South 58°19'06" East a distance of 552.46 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007, said intersection is hereinafter referred to as "Point B"; thence southwesterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 287.95 feet, more or less, to the point of beginning.

Reserving and subject to a 24 foot wide easement for ingress and egress over and across that part of Lot 1, Block 1 and vacated UNIVERSAL DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, lying within 12 feet on each side of the following describe centerline: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 225.80 feet to the point of beginning of the centerline to be described; thence North 13°43'44" East a distance of 45.21 feet; thence North 40°23'52" East a distance of 186.14 feet; thence North 71°34'46" East a distance of 70.40 feet, more or less, to the intersection with a line between said "Point A" and said "Point B" and said centerline there terminating.

Together with a 66 foot wide easement for ingress and egress over and across those parts of Lot 1, Block 1, Lot 1, Block 3, and vacated UNIVERSAL DR SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the easement to be described; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 249.61 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 244.92 feet, more or less, to the point of beginning.

**DESCRIPTION OF PARCEL C**  
All those parts of Lot 1, Block 3, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the land to be described; thence return North 58°19'06" West to said point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence North 31°40'54" East a distance of 246.35 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; said point is hereinafter referred to as "Point A"; thence South 58°19'06" East a distance of 552.46 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007, said intersection is hereinafter referred to as "Point B"; thence southwesterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 287.95 feet, more or less, to the point of beginning.

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**LEGEND**  
● Denotes 1/2 inch iron pipe, LS 15483, found  
○ Denotes 1/2 inch iron pipe, LS No. 23668, found  
○ Denotes 1/2 inch iron pipe, LS 15483, set  
■ Denotes easement area

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	7540.00	66.17	66.17	N 36°26'56" E	0°30'06"
C2	7540.00	38.49	38.49	N 36°03'04" E	0°17'33"
C3	7539.44	584.28	584.13	S 33°41'06" W	4°26'25"
C4	7540.00	307.66	307.64	N 37°52'09" E	2°20'16"
C5	7540.00	681.62	681.40	N 41°37'41" E	5°10'47"
C6	7540.00	1093.94	1092.99	N 40°03'41" E	8°18'46"

**NOTES TO SURVEY**  
1. Bearing system based on the Beltrami County Coordinate System, South Zone, NAD83.  
2. This survey has not been performed with the benefit of a title search.  
3. UNIVERSAL DRIVE SW, ORION COURT SW, and MILKY WAY DRIVE SW were vacated by City of Blackduck Resolutions recorded in the Office of the Beltrami County Recorder by Document No.'s A000595470 and A000597853.

**MURRAY SURVEYING, INC.**  
1875 13th Avenue SW, Beltrami, MN 56515  
218-751-5898  
MURRAY@PULSARVN.NET

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*  
ROBERT W. MURRAY, LICENSE NO. 15483  
DATE: 02-15-21 FILE NO: 21-14C

## **DESCRIPTION OF PARCEL A**

Lot 1, Block 1, Lots 1, 2, 3, 4, and 5, all in Block 2, Lots 1, 2, and 3, all in Block 3, and vacated UNIVERSAL DRIVE SW, vacated ORION COURT SW, and vacated MILKY WAY DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof; LESS AND EXCEPT, all those parts of Lot 1, Block 1, Lots 4 and 5, Block 2, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point being the point of beginning of the land to be described; thence return North 58°19'06" West to said point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence North 31°40'54" East a distance of 246.35 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point is hereinafter referred to as "Point A"; thence South 58°19'06" East a distance of 552.46 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007, said intersection is hereinafter referred to as "Point B"; thence southwesterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 287.95 feet, more or less, to the point of beginning;

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Together with a 24 foot wide easement for ingress and egress over and across that part of Lot 1, Block 1 and vacated UNIVERSAL DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, lying within 12 feet on each side of the following describe centerline: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence

North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 225.80 feet to the point of beginning of the centerline to be described; thence North 13°43'44" East a distance of 45.21 feet; thence North 40°23'52" East a distance of 186.14 feet; thence North 71°34'46" East a distance of 70.40 feet, more or less, to the intersection with a line between said "Point A" and said "Point B" and said centerline there terminating.

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#### **DESCRIPTION OF PARCEL B**

All those parts of Lot 1, Block 1, Lots 4 and 5, Block 2, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point being the point of beginning of the land to be described; thence return North 58°19'06" West a distance of 246.37 feet to said point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence North 31°40'54" East a distance of 246.35 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point is hereinafter referred to as "Point A"; thence South 58°19'06" East a distance of 552.46 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007, said intersection is hereinafter referred to as "Point B"; thence southwesterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 287.95 feet, more or less, to the point of beginning.

Reserving and subject to a 24 foot wide easement for ingress and egress over and across that part of Lot 1, Block 1 and vacated UNIVERSAL DRIVE SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, lying within 12 feet on each side of the following describe centerline: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 225.80 feet to the point of beginning of the centerline to be described; thence North 13°43'44" East a distance of 45.21 feet; thence North 40°23'52" East a distance of 186.14 feet; thence North 71°34'46" East a distance of 70.40 feet, more or less, to the intersection with a line between said "Point A" and said "Point B" and said centerline there terminating.

Together with a 66 foot wide easement for ingress and egress over and across those parts of Lot 1, Block 1, Lot 1, Block 3, and vacated UNIVERSAL DR SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the easement to be described; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 249.61 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 244.92 feet, more or less, to the point of beginning.

#### **DESCRIPTION OF PARCEL C**

All those parts of Lot 1, Block 3, vacated UNIVERSAL DRIVE SW and vacated ORION COURT SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483, said point being the point of beginning of the land to be described; thence South 50°27'09" West a distance of 311.99 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 317.65 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said

northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 249.61 feet, more or less, to the point of beginning.

Together with a 66 foot wide easement for ingress and egress over and across those parts of Lot 1, Block 1, Lot 1, Block 3, and vacated UNIVERSAL DR SW, all in SOUTHERN DUCK ESTATES, according to the recorded plat thereof, described as follows: Commencing at the northwest corner of said SOUTHERN DUCK ESTATES, thence South 00°04'14" East, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said SOUTHERN DUCK ESTATES, a distance of 910.31 feet; thence North 89°55'46" East a distance of 85.54 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 58°19'06" East a distance of 246.37 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 43.03 feet to the point of beginning of the easement to be described; thence South 40°30'47" West a distance of 66.00 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped LS 15483; thence South 49°29'13" East a distance of 249.61 feet to the intersection with the northwesterly right of way line of State Trunk Highway No. 71, as located in 2007; thence northeasterly, along said northwesterly right of way line, to the intersection with a line bearing South 49°29'13" East from the point of beginning; thence North 49°29'13" West, along said line, a distance of 244.92 feet, more or less, to the point of beginning.

American Security Cabinets has partnered with the Department of Minnesota – Veterans of Foreign Wars to create stainless steel, 100% made in the USA, Flag Retirement Drop boxes to allow the community to properly dispose of worn, torn and faded American Flags in a respectful manner. Shredding or throwing an American Flag away is disrespectful not only to the community, but to our veterans and those currently serving.

Once Flag Drop boxes become full, the flags can be properly disposed of in respectful retirement ceremonies, most often put on by local VFW's, American Legions, Boy Scout Troops and organizations as such.

Choose from Interior and Exterior Flag Drop Boxes, along with decal design options for your unit.

**Call 1-866-268-4955 with additional questions or to place your order.**

**Mention Promo Code: VFWMN to receive 5% off your order!**

## **Interior Design Options:**

*Choose one of the 5 options below.*

**Option 1:**



**Flag Decal Set**

**Option 2:**



**Eagle Decal Set**

**Option 3:**



**Iwo Jima Decal Set**

**Option 4:**



**Saluting Soldier Decal Set**

**Option 5:**



**Flag Wrap Set**

**Each decal set contains 4 decals:**

- Hopper: "PLACE RETIRED FLAGS HERE" decal

**The Flag Wrap set features an attractive, patriotic flag and eagle wrap design with vinyl lettering:**



- Access door: "FLAGS SHOULD NOT BE TOSSED IN THE GARBAGE OR SHREDDERED" decal
- (2) Sides: "U.S. FLAG RETIREMENT DROP BOX" decals with a different patriotic design for each option.

- Hopper: "PLACE RETIRED FLAGS HERE"
- Access door: "FLAGS SHOULD NOT BE TOSSED IN THE GARBAGE OR SHREDDERED"
- (2) Sides: "U.S. FLAG RETIREMENT DROP BOX"

## Exterior Design Options:

*Choose one of the 4 options below.*

**Option 1:**



**Flag Decal Set**

**Option 2:**



**Eagle Decal Set**

**Option 3:**



**Iwo Jima Decal Set**

**Option 4:**



**Saluting Soldier Decal Set**

### **Each decal set contains 5 decals:**

- Hopper: "PLACE RETIRED FLAGS HERE" decal
- Access door: "FLAGS SHOULD NOT BE TOSSED IN THE GARBAGE OR SHREDDERED" decal
- (2) Sides: "U.S. FLAG RETIREMENT DROP BOX" decals with a different patriotic design for each option.
- (1) patriotic decal on the under-side of the one-hand chute.

**Call 1-866-268-4955 with additional questions or to place your order.**

**Mention Promo Code: VFWMN to receive 5% off your order!**



American Security Cabinets  
 2605 5th St N  
 St Cloud, MN 56303  
 United States

# Quote

#QUO2727  
 6/22/2021

**Bill To**

City of Blackduck, MN  
 8 Summit Ave NE  
 Blackduck MN 56630  
 United States

**TOTAL**

**\$1,923.30**

		Expires	Sales Rep	Partner	Shipping Method	
		7/22/2021	Tyler Stoering			
Quantity	Item			Rate	Amount	
1	<b>AFD-710-SS-OHC-KB Model 710 Exterior Flag Drop</b> American Security Cabinets Model 710 Stainless Steel One-Hand-Chute Exterior Flag Drop with choice of graphics.					
1	<b>AFD-710-SS-OHC AFD 710 SS Exterior</b> American Flag Drop Model 710 Stainless Steel One-Hand-Chute  Standard: \$1494.00 5% Discount: 1419.30			\$1,419.30		\$1,419.30
1	<b>AFD-S-CPG-710 Custom Printed Graphics</b> Set of Custom Printed Graphics as listed:  Please specify graphics theme			\$129.00		\$129.00
1	<b>Freight W/Lift-Gate</b> Freight with Lift-Gate Service			\$95.00		\$95.00
1	<b>Freight-Limited Access Limited Access Service</b> Limited Access Service			\$75.00		\$75.00
1	<b>Freight</b> Freight			\$205.00		\$205.00
						\$1,923.30
					<b>Subtotal</b>	\$1,923.30
					<b>Tax Total (%)</b>	\$0.00
					<b>Total</b>	\$1,923.30



QUO2727



# 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 6<sup>th</sup> day of July 2021.

APPROVED:

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Maxwell Gullette, Mayor

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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: Nicholas Seitz

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* Sheldon Ostlund

*Other* Jace Grangruth

Personnel Committee (3): City Administrator, Christina Regas

*Council member* Jason Kolb

*Other* Shawnda Lahr

*Other* Jace Grangruth

*Other* Mike Schwanke

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

*Council Member* Nicholas Seitz

*Other* Donald Johnson

Liquor Committee (4): Liquor Store Manager, Shawnda Lahr  
City Administrator, Christina Regas  
Councilor Donald Johnson

*Council Member* Nicholas Seitz

Finance Committee (3): City Administrator, Christina Regas

*Council Member* Jason Kolb

*Other* Mike Schwanke

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* Maxwell Gullette



# CITY OF BLACKDUCK

## RESOLUTION NO: 2021-01

Golf Board (up to 6): City Administrator, Christina Regas  
Golf Manager, Pam Exner  
Golf Course Superintendent, Jim Andersen

*Golf Member* **Misty Frenzel**  
*Golf Member* Kevin Erpelding  
*Council Member* Maxwell Gullette  
*Council Member* Jason Kolb

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

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* Nicholas Seitz

Kitchigami Regional Library Representative: Nicholas Seitz

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



# CITY OF BLACKDUCK

## RESOLUTION NO: 2021-01

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

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 (BAI): 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.*