



AGENDA

Blackduck City Council - Work Session Meeting

6:00 PM - Monday, July 25, 2022
City Hall, 8 Summit Drive, Blackduck MN

	Page
1. CALL TO ORDER	
a. Call to Order	
b. Pledge of Allegiance	
2. APPROVAL OF AGENDA	
3. OLD BUSINESS	
a. Public Works / Public Safety Facility Updates & Funding Recap	3 - 24
2022-07-14 Progress Meeting #3 Minutes	
2022-07-14 Field Report #3	
2022-07-14-Const Schedule	
PW - Police Facility City committed funding to date spent	
PWPS pay request #1	
pay request #2 includes COB contributions	
BlackduckPayrequest3	
PW - Police Facility City committed funding to date spent -2	
b. American Rescue Plan Act Funding - Recommendation to transfer funds to Reserve fund	25
0000201376	
c. Blackduck Stump jumpers Project - Final Pay Application Submission	26 - 42
pay app 2 - REimbursement documents Project #0010-20-1A full document	
d. Downtown Redevelopment Project - Parcel Combination Request - Public Hearing Called 8/22/2022 & Updates	43 - 48
Preliminary land combination Main Street Blackduck	
Parcel Comination request County	
All Properties	
40 Main St.	
48 Main	
32 Main	
e. City Sales Tax	
f. Kitchigami Regional Library Capital Appropriation Project - Update	49 - 53
Library proposal to purchase DW	
Capital Appropriation 2022.0127	
g. Blackduck Limited DMV	54 - 60
City of Blackduck Limited DMV request	
Formal request all docs	
Corner Garage Sales and Rental Inc Deputy Registrar	

[Deerwood Bank Support Letter](#)

- h. Cemetery Vault Upgrades
- i. Moon / Pafko Performance Stage - updates
- j. City of Blackduck Property Annexation Process - updates 61 - 62
[Appendix B - Annexation Powers](#)
- k. April 2022 Beltrami County State of Emergency Flooding Event & MN Homeland Security & Emergency Mgmt - updates 63 - 86
[RE 2022 Flooding Update Applicants preparing for a federal disaster](#)
[2022 Flooding Update Applicants preparing for a federal disaster](#)
[PDA 04232022 City of Blackduck full file](#)
- l. Blackduck Fire Department Chassis Purchase - RDO Truck Center - update
- m. Well #8 & Well #5 repairs - update
- n. Personnel Committee Report - Liquor Store payroll update 87 - 88
[Minutes 07192022](#)
- 4. NEW BUSINESS
 - a. City of Blackduck Drug & Alcohol Testing & Drug-Free Workplace Act Policy for Non-Dot Employees - Revision 89 - 121
[Cannabis 7.14.21](#)
[CITY OF BLACKDUCK DRUG AND ALCOHOL TESTING POLICY updated 08082022](#)
 - b. State of Minnesota Joint Powers Agreement between Department of Public Safety, BCA and the City of Blackduck Police Department - renewal 122 - 128
[State of MN joint powers agreement 2016](#)
[Resolution 2016-10 joint powers agreement](#)
 - c. Finance Committee Meetings for 2023 Levy Process - Schedule - August 11, 2022 @ 3pm - City Hall (*every other Thursday after*)
 - d. Other New Business -
- 5. ADJOURNMENT

PROGRESS MEETING #3

July 14, 2022

Re: Combined Maintenance and Police Facility

Subject: Meeting Minutes

Attendees: Angela Bokovoy, Rural Development Area Specialist
Christina Regas, City Administrator
Clay Witkofsky, TNT Construction Group LLC
Chad Hammerlund, TNT Construction Group LLC
Todd Skyberg, WIDSETH

Location: Blackduck City Hall

Please note that meeting minutes will be distributed by email only.

1. Outstanding Items from Previous Meetings:

1.1. None currently.

2. Review of Work Progress:

2.1. Progress since last meeting:

- 2.1.1. The exterior wall girts are installed.
- 2.1.2. The LVL beams are installed.
- 2.1.3. The roof trusses are installed.
- 2.1.4. The metal roof panels are installed.
- 2.1.5. The metal fascia and soffit installation to be finished by the end of the day.

2.2. Sequence of work progress:

- 2.2.1. Frame in the walk-in doors and window openings.
- 2.2.2. Start installing the metal wall panels the week of July 18th.
- 2.2.3. Below slab plumbing rough ins is anticipated to start the week of July 25th.
- 2.2.4. Pour the concrete slab, once the underground piping is complete.
- 2.2.5. The Contractor noted that they are about a week ahead of the construction schedule.

2.3. Required coordination's to maintain schedule:

- 2.3.1. Owner to coordinate with Cenex, propane supplier, for tank delivery.
 - 2.3.1.1. The Owner is planning to have a 1,000-gallon propane tank installed and asked WIDSETH to verify if the proposed tank size is adequate.
 - 2.3.1.2. After review, WIDSETH believes during peak demands a 1,000-gallon propane tank is adequate, if companied with a "keep-fill" program. If the Owner has any concerns, WIDSETH would advise a 2,000-gallon propane tank.

3. Status of Submittals:

3.1. Reviewed and approved since last progress meeting:

- 3.1.1. 07 2100 Thermal Insulation – foam board insulation
- 3.1.2. 09 2116 Gypsum Board Assemblies
- 3.1.3. 22 0719 Plumbing Piping Insulation
- 3.1.4. 23 0713 Duct Insulation
- 3.1.5. 23 7433 Packaged Indoor Heating Make-Up Air Units – Re-submittal
- 3.1.6. 26 0537 Boxes
- 3.1.7. 28 3100 Fire Detection and Alarm

3.2. Submittals under review:

- 3.2.1. 23 2123 Hydronic – Re-submittal

3.3. Rejected submittals:

- 3.3.1. None currently.

3.4. Submittals scheduled for submission:

- 3.4.1. 05 5213 Pipe & Tube Railings
- 3.4.2. 06 2000 Finish Carpentry
- 3.4.3. 07 2500 Weather Barriers – vapor retarder
- 3.4.4. 07 9200 Joint Sealant
- 3.4.5. 08 5413 Fiberglass Windows – Re-submittal for different manufacturer
- 3.4.6. 09 9600 High-Performance Coatings – trench drain epoxy painting
- 3.4.7. 12 3200 Manufactured Wood Casework
- 3.4.8. 22 0553 Identification for Plumbing Piping & Equipment
- 3.4.9. 22 1005 Plumbing Piping
- 3.4.10. 23 0553 Identification for HVAC Piping & Equipment
- 3.4.11. 23 0913 Instrumentation and Control Devices for HVAC
- 3.4.12. 23 2500 HVAC Water Treatment
- 3.4.13. 23 3100 HVAC Ducts & Casings
- 3.4.14. 23 3300 Air Duct Accessories
- 3.4.15. 23 5100 Breechings, Chimneys and Stacks
- 3.4.16. 23 5216 Condensing Boilers
- 3.4.17. 23 7223 Packaged Air-to-Air Energy Recovery Units
- 3.4.18. 26 0919 Enclosed Contactors
- 3.4.19. 26 2100 Low-Voltage Electrical Service Entrance
- 3.4.20. 26 2913 Enclosed Controllers

4. Quality & Work Standards and Correction of Deficient Items:

- 4.1. None currently.

5. Request for Information (RFI's):

- 5.1. None currently.

6. Architect's Supplemental Instructions (ASI's):

- 6.1. ASI #1 was issued June 13, 2022. It adjusted the number of nails used at the LVL beam connections; provided additional 2X6 blocking at the typical wall column
- 6.2. ASI #2 was issued to The Contractor June 24, 2022. It revised the SW site entry design.
 - 6.2.1. Widseth to review with Owner and USDA, once the adjusted pricing is received.

7. Status of Proposal Requests:

- 7.1. Waiting on pricing from The Contractor for ASI #2 and SE road paving patch.

8. Status of Change Orders:

- 8.1. Change Order #01 – Value Engineering: Approved
- 8.2. Change Order #02 – bad soils at building area: Approved

9. Applications for Progress Payments

- 9.1. Pay Application No: 002 – approved today.
- 9.2. The next pay application is scheduled to be submitted at the end of the month.

10. Schedule next Progress Meeting:

10.1. The next progress meeting is scheduled for July 28th.

10.1.1. Meet at City Hall; Time: 10:30 AM.

11. Other Discussion Items:

11.1. The Contractor to verify a trolley system is provided with the pressure washer system.

If in error, omission, or in need of clarification, contact WiDSETH or mention the issue at the next meeting.

Sincerely,

WiDSETH

A handwritten signature in blue ink, appearing to read "Todd Skyberg", with a long horizontal flourish extending to the right.

Todd Skyberg
Architectural Technician

Attachment: updated construction schedule

Field Report

Project Title: Combined Maintenance and Police Facility

Project Number: 2020-11912

Field Report #: 03

Date: July 14, 2022

Time: 11:00 am – 11:30 am

Weather: Partly cloudy with a little wind
Contractors on site: Framing crew

Temp. Range: 72 - 76

Observation:

1. The exterior wall girts and LVL beams are installed.
2. The LVL beams at the overhead doors are installed as detailed in the drawings.
3. The roof trusses are installed with the lateral and diagonal bracing installed.
4. The truss hurricane ties are installed
5. The metal roof panels (blue color) are installed.
6. The Contractor was finishing the metal fascia and soffit installation.
7. Discussed the wall panel detail at the “lean-to” header with Eldon, project supervisor.
8. Photos were taken of the entire site and building area.

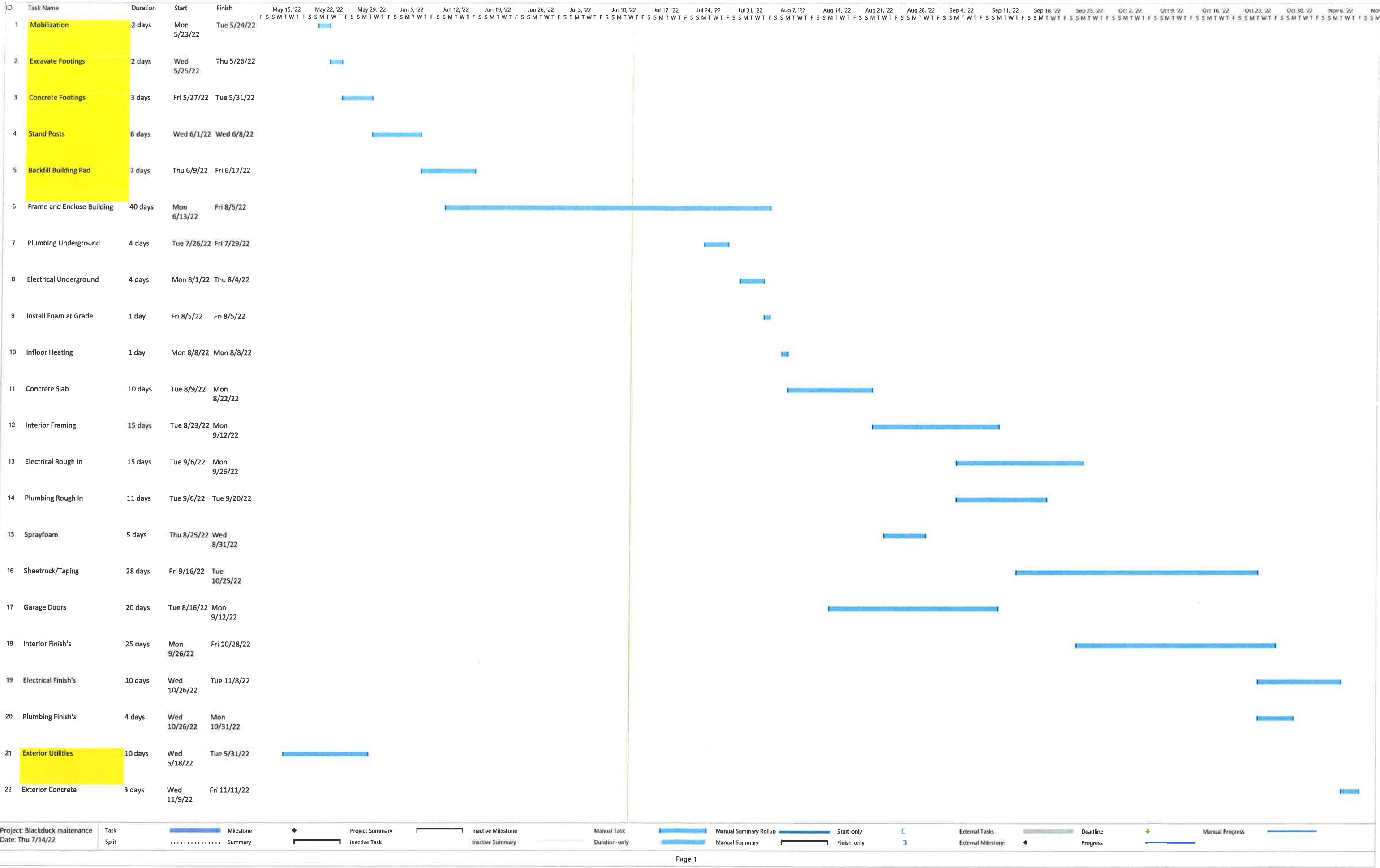
Information or Action Required:

1. Contractor to verify to install screws at the 2x6 blocking between the LVL beams and wall girt as noted in ASI #1.
2. Eldon, project supervisor with TNT Construction Group noted that a wolminized LVL for the “lean-to” header has been ordered and will replace the LVL currently installed.

Reported By: Todd Skyberg
Architectural Technician

Attachment: (2) construction photos





Summary of Rural Development Approved spending to date

		City Contribution		Interim Financing
Total Project Funds:		\$2,281,627.00	\$316,627.00	\$1,911,481.75
Pay Request 1	TNT Contructions Group LLC	\$61,750.00	\$61,750.00	\$0.00
Pay Request 2	Braun Intertec	\$6,990.00	\$6,990.00	\$0.00
	Legal Notices	\$742.65	\$742.65	\$0.00
	Widseth	\$169,000.00	\$169,000.00	\$0.00
	Bond Set Up Costs Ehlers	\$53,518.25	\$0.00	\$0.00
Pay Request 3	TNT Contructions Group LLC	\$295,307.50	\$78,144.35	\$217,163.15
Total Spent To Date:		\$587,308.40	\$316,627.00	\$217,163.15
Total Left to Spend:		\$1,694,318.60	\$0.00	\$1,694,318.60



Rural Development

3217 Bemidji Ave N.
Bemidji, MN 56601
Voice 218.751.1942
Fax 855.831.9441

June 9, 2022

City of Blackduck
PO Box 380
Blackduck, MN 56630

40%

101-42110-309

101-43100-309 > \$12,350.-

60%

601-43200-309

602-43200-309 > \$18,525.-

RE: Pay request #1

Dear Mayor:

The Following invoices will be approved for payment and should be paid directly to the following companies:

PPE #1:

TNT Construction Group, LLC \$61,750.00

Total **\$61,750.00**

The above approved invoices are RD eligible expenses. They will be paid from:

1. **Applicant contribution: (\$316,627.00)**
=\$61,750.00
 2. **Interim Financing: (Elhers \$1,655,000-RD Loan #1 and \$310,000-RD Loan #2)**
=\$0.00
- Total:** **\$61,750.00**

Remaining Fund Balances:

Applicant Contribution –	\$ 254,877.00
Interim Financing/RD Loan #1 -	\$1,655,000.00
Interim Financing/RD Loan #2-	\$ 310,000.00
Total Funds still available:	\$2,219,877.00

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If you have any questions, please feel free to contact me.

Sincerely,



Angela Bokovoy
Area Specialist

Cc: City Administrator-Christina Regas
WSN -Brent Dammann
WSN-Todd Skyberg

CITY OF BLACKDUCK

07/25/22 8:49 AM

Page 1

Payments

Current Period: June 2022

Payment Batch PWDPfacilityclass5

\$35,822.00

Refer	104	TNT CONSTRUCTION GROUP, LLC	Ck# 010993 6/29/2022		
Cash Payment	E 101-42110-309	Construction Services	city contribution class 5 haul -		\$1,822.00
Invoice	22109-E	6/15/2022	Project 2021-2		
Cash Payment	E 101-43100-309	Construction Services	city contribution class 5 haul -		\$1,822.00
Invoice	22109-E	6/15/2022	Project 2021-2		
Cash Payment	E 601-43200-309	Construction Services	city contribution class 5 haul -		\$2,733.00
Invoice	22109-E	6/15/2022	Project 2021-2		
Cash Payment	E 602-43200-309	Construction Services	city contribution class 5 haul -		\$2,733.00
Invoice	22109-E	6/15/2022	Project 2021-2		
Transaction Date	6/28/2022	DW Checking	10100	Total	\$9,110.00
Refer	105	LOSSING EXCAVATING	Ck# 010992 6/29/2022		
Cash Payment	E 101-42110-309	Construction Services	city contribution to project class 5 haul		\$5,342.40
Invoice	1192	6/16/2022	Project 2021-2		
Cash Payment	E 101-43100-309	Construction Services	city contribution to project class 5 haul		\$5,342.40
Invoice	1192	6/16/2022	Project 2021-2		
Cash Payment	E 601-43200-309	Construction Services	city contribution to project class 5 haul		\$8,013.60
Invoice	1192	6/16/2022	Project 2021-2		
Cash Payment	E 602-43200-309	Construction Services	city contribution to project class 5 haul		\$8,013.60
Invoice	1192	6/16/2022	Project 2021-2		
Transaction Date	6/28/2022	DW Checking	10100	Total	\$26,712.00

Fund Summary

	10100 DW Checking	
101 GENERAL FUND	\$14,328.80	
601 WATER FUND	\$10,746.60	
602 SEWER FUND	\$10,746.60	
	\$35,822.00	

Pre-Written Checks	\$35,822.00
Checks to be Generated by the Computer	\$0.00
Total	\$35,822.00

Form RD 1924-18 (Rev. 6-97)		UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY		CONTRACT NO. 2020-11912 PARTIAL PAYMENT ESTIMATE NO. PAGE _____	
PARTIAL PAYMENT ESTIMATE					
OWNER COUNTY OF BERNICIA, NM		CONTRACTOR TNT CONSTRUCTION GROUP, LLC		PERIOD OF ESTIMATE FROM 6-1-22 TO 6-1-23	
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No	Agency Approval Date	Amount Additions	Deductions		
				1. Original Contract	\$1,925,609.00
				2. Change Orders	\$118,391.00
				3. Revised Contract (1 + 2)	\$1,925,609.00
				4. Work Completed*	\$45,000.00
				5. Stored Materials*	\$0.00
				6. Subtotal (4 + 5)	\$45,000.00
				7. Retainage*	\$1,250.00
				8. Previous Payments	\$0.00
				9. Amount Due (6-7-8)	\$61,750.00
TOTALS		\$0.00	\$118,391.00	* Detailed breakdown attached	
NET CHANGE		\$0.00	(\$138,391.00)		
CONTRACT TIME					
Original (days) <u>280</u>		On Schedule ☒ Yes ☐ No		Starting Date <u>5/1/2022</u>	
Revised _____				Projected Completion <u>1/19/2023</u>	
Remaining <u>233</u>					
CONTRACTOR'S CERTIFICATION:			ARCHITECT OR ENGINEER'S CERTIFICATION:		
The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.			The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents		
Contractor <u>TNT Construction Group LLC</u> By <u>[Signature]</u> Date <u>6-8-22</u>			Architect or Engineer <u>Widseth</u> By <u>[Signature]</u> Date <u>6/8/2022</u>		
APPROVED BY OWNER: Owner <u>[Signature]</u> By <u>City Administrator</u> Date <u>6/9/2022</u>			ACCEPTED BY AGENCY: The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents. By <u>[Signature]</u> Title <u>Area Specialist</u> Date <u>06/09/2022</u>		

This document is the property of the Farm Service Agency. It contains information that is confidential and its use is restricted to the purposes for which it was prepared. It is not to be distributed outside the agency without the approval of the agency official responsible for its preparation. It is not to be used for any other purpose without the written approval of the agency official responsible for its preparation.

RD 1924-18 (Rev. 6-97)

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

001
May 25, 2022
May 31, 2022
2020-11912

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	BOND	30,000.00	0.00	30,000.00	0.00	30,000.00	100.00%	0.00	0.00
	BUILDING MATERIALS	277,000.00	0.00	0.00	0.00	0.00	0.00%	277,000.00	0.00
	CARPENTRY	291,409.00	0.00	0.00	0.00	0.00	0.00%	291,409.00	0.00
	DRYWALL	30,200.00	0.00	0.00	0.00	0.00	0.00%	30,200.00	0.00
	CONCRETE / TESTING	183,000.00	0.00	0.00	0.00	0.00	0.00%	183,000.00	0.00
	MISCELLANEOUS METALS	43,000.00	0.00	0.00	0.00	0.00	0.00%	43,000.00	0.00
	INSULATION / FIREPROOF	55,000.00	0.00	0.00	0.00	0.00	0.00%	55,000.00	0.00
	DOORS	74,000.00	0.00	0.00	0.00	0.00	0.00%	74,000.00	0.00
	GARAGE DOORS	65,500.00	0.00	0.00	0.00	0.00	0.00%	65,500.00	0.00
	ACCESSORIES	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	MECHANICAL	432,000.00	0.00	0.00	0.00	0.00	0.00%	432,000.00	0.00
	ELECTRICAL	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	0.00
	DIRT / UTILITY / STAKING	288,500.00	0.00	35,000.00	0.00	35,000.00	12.13%	253,500.00	0.00
	VALUED ENGINEERING	138,391.00	0.00	0.00	0.00	0.00	0.00%	138,391.00	0.00
	CO 1 DEDUCT VALUED ENGINEERING	-138,391.00	0.00	0.00	0.00	0.00	0.00%	-138,391.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

AIA Document G703® – 1992 Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "G703" and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:56:46 ET on 05/24/2022 under Order No 2114306898 which expires on 04/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org
User Notes: (389ADABC)

1

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
		0.00	0.00		0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$1,925,609.00	\$0.00		\$65,000.00	\$0.00	\$65,000.00	3.38%	\$1,860,609.00	\$0.00



Rural Development

3217 Bemidji Ave N.
Bemidji, MN 56601
Voice 218.751.1942
Fax 855.831.9441

July 8, 2022

City of Blackduck
PO Box 380
Blackduck, MN 56630

RE: Pay request #2

Dear Mayor:

The following invoices will be approved for payment and should be paid directly to the following companies:

Estimate of Funds dated 6-28-22 and Bond Setup (Elher's)

Braun Intertec	\$ 6,990.00
Legal Notice	\$ 742.65
Widseth Org. Agr.	\$169,000.00
Bond Set up Costs (Elher's)	\$ 53,518.25
Total:	\$230,250.90

The above approved invoices are RD eligible expenses. They will be paid from:

- 1. Applicant contribution: (\$316,627.00)**
=\$176,732.65
- 2. Interim Financing: (Elhers \$1,655,000-RD Loan #1 and \$310,000-RD Loan #2)**
=\$53,518.25

Total: \$230,250.90

Remaining Fund Balances:

Applicant Contribution –	\$ 78,144.35
Interim Financing/RD Loan #1 -	\$1,601,481.75
Interim Financing/RD Loan #2-	\$ 310,000.00
Total Funds still available:	\$1,989,626.10

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angela Bokovoy".

Angela Bokovoy
Area Specialist

CC: City Administrator-Christina Regas

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing

Name of Borrower City of Blackduck

Items	Amount of Funds
Development <u>Baun Intertec (land boring samples)</u>	\$ 6990.00
Contract or Job No. _____	
Contract or Job No. _____	
Contract or Job No. _____	
Land and Rights-of-Way _____	
Legal Services _____	
Engineering Fees <u>Widseth</u>	\$169,000.00
Interest _____	
Equipment _____	
Contingencies _____	
Refinancing _____	
Initial O&M _____	
Other <u>Legal Notices</u>	742.65
TOTAL	\$ 176,732.65

Prepared by City of Blackduck

Name of Borrower

By _____

Date 6/28/2022

Approved by Christina Regas

Date 6/28/2022

According to the Paperwork Reduction Act of 1995, 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 OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0021. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



Rural Development

July 14, 2022

3217 Bemidji Ave N.
Bemidji, MN 56601
Voice 218.751.1942
Fax 855.831.9441

City of Blackduck
PO Box 380
Blackduck, MN 56630

RE: Pay request #3

Dear Mayor:

The Following invoices will be approved for payment and should be paid directly to the following companies:

PPE #2:

TNT Construction Group, LLC	\$295,307.50
Total	<u>\$295,307.50</u>

The above approved invoices are RD eligible expenses. They will be paid from:

- 1. Applicant contribution: (\$316,627.00)**
=\$78,144.35
 - 2. Interim Financing: (Elhers \$1,655,000-RD Loan #1 and \$310,000-RD Loan #2)**
=\$217,163.15
- Total:**
\$295,307.50

Remaining Fund Balances:

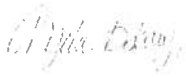
Applicant Contribution –	\$ 0.00
Interim Financing/RD Loan #1 -	\$1,384,318.60
Interim Financing/RD Loan #2-	\$ 310,000.00
Total Funds still available:	\$1,694,318.60

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angela Bokovoy".

Angela Bokovoy
Area Specialist

Cc: City Administrator-Christina Regas
WSN -Brent Dammann
WSN-Todd Skyberg

Form RD 1924-18
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

PARTIAL PAYMENT ESTIMATE

CONTRACT NO.
2020-11912

PARTIAL PAYMENT ESTIMATE NO.

2

PAGE 1

OWNER:

CONTRACTOR:

PERIOD OF ESTIMATE

City of Blackduck, MN

TNT Construction Group, LLC

FROM 6/1/2022 TO 6/30/2022

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Agency Approval Date	Amount		
		Additions	Deductions	
1	5/3/2022		138,391.00	1. Original Contract \$2,064,000.00
2	6/15/2022	10,850.00		2. Change Orders < \$127,541.00 >
				3. Revised Contract (1 + 2) \$1,936,459.00
				4. Work Completed* \$375,850.00
				5. Stored Materials* 0.00
				6. Subtotal (4 + 5) \$375,850.00
				7. Retainage* \$18,792.50
				8. Previous Payments \$61,750.00
				9. Amount Due (6-7-8) \$295,307.50
TOTALS		10850.00	138391.00	* Detailed breakdown attached
NET CHANGE		10850.00	138391.00	

CONTRACT TIME

Original (days) 280

Revised

Remaining 203

On Schedule

☒ Yes

☐ No

Starting Date 5/1/2022

Projected Completion 1/19/2023

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

ARCHITECT OR ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Contractor TNT Construction Group, LLC

Architect or Engineer Widseth

By

Date

By

Date 7/14/2022

APPROVED BY OWNER:

Owner

By Christina A. Regas, City Administrator

Date 07/14/2022

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By

Title

Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

AIA Document G703® - 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
	BOND	30,000.00	30,000.00		0.00	0.00	30,000.00	100.00%	0.00	0.00
	BUILDING MATERIALS	277,000.00	0.00	100,000.00		0.00	100,000.00	36.10%	177,000.00	0.00
	CARPENTRY	291,409.00	0.00	0.00		0.00	0.00	0.00%	291,409.00	0.00
	DRYWALL	30,200.00	0.00	0.00		0.00	0.00	0.00%	30,200.00	0.00
	CONCRETE / TESTING	183,000.00	0.00	0.00		0.00	0.00	0.00%	183,000.00	0.00
	MISCELLANEOUS METALS	43,000.00	0.00	0.00		0.00	0.00	0.00%	43,000.00	0.00
	INSULATION / FIREPROOF	55,000.00	0.00	0.00		0.00	0.00	0.00%	55,000.00	0.00
	DOORS	74,000.00	0.00	0.00		0.00	0.00	0.00%	74,000.00	0.00
	GARAGE DOORS	65,500.00	0.00	0.00		0.00	0.00	0.00%	65,500.00	0.00
	ACCESSORIES	6,000.00	0.00	0.00		0.00	0.00	0.00%	6,000.00	0.00
	MECHANICAL	432,000.00	0.00	0.00		0.00	0.00	0.00%	432,000.00	0.00
	ELECTRICAL	150,000.00	0.00	0.00		0.00	0.00	0.00%	150,000.00	0.00
	DIRT / UTILITY / STAKING	288,500.00	35,000.00	200,000.00		0.00	235,000.00	81.46%	53,500.00	0.00
	VALUED ENGINEERING	138,391.00	0.00	0.00		0.00	0.00	0.00%	138,391.00	0.00
	CO 1 DEDUCT VALUED ENGINEERING	-138,391.00	0.00	0.00		0.00	0.00	0.00%	-138,391.00	0.00
	CO 2 BAD SOILS	10,850.00	0.00	10,850.00		0.00	10,850.00	100.00%	0.00	0.00
		0.00	0.00	0.00		0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00		0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00		0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00		0.00	0.00	0.00%	0.00	0.00

AIA Document G703® - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. The American Institute of Architects, the AIA Logo, and AIA Contract Documents are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:37:30 ET on 06/21/2022 under Order No. 2114306898 which expires on 04/27/2023. It is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(389ADAB6)

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GRAND TOTAL	\$1,936,459.00	\$65,000.00	\$310,850.00	\$0.00	\$375,850.00	\$1,560,609.00	\$0.00

Public Works / Police Facility Cash Contribution Expenses

7/25/2022

Vendor	Description of Expense	Cost / Estimated	Amount Paid or committed to Date:	Funding Spent	Invoice/Quote#	PAR Item:	Remaining Left to Pay	General Fund Contribution (40%)	Utility Contribution (60%)
Braun Intertec	Land Boring	\$6,990.00	\$6,990.00	yes	B243087 & B245121	E4	\$0.00		
Widseth	Architect and Engineering Fees	\$179,120.00	\$169,000.00	yes	VARIOUS	E4	\$10,120.00	\$4,048.00	\$6,072.00
Furnishings, Fixtures, & Equipment	office furniture	\$13,400.00	\$0.00	no	Included in PAR see attached	E6	\$13,400.00	\$5,360.00	\$8,040.00
	break rooms furnishings	\$2,200.00	\$0.00	no	Included in PAR see attached	E6	\$2,200.00	\$880.00	\$1,320.00
	evidence storage shelving	\$2,800.00	\$0.00	no	Included in PAR see attached	E6	\$2,800.00	\$1,120.00	\$1,680.00
	appliances	\$9,200.00	\$0.00	no	Included in PAR see attached	E6	\$9,200.00	\$3,680.00	\$5,520.00
	window coverings	\$4,250.00	\$0.00	no	Included in PAR see attached	E6	\$4,250.00	\$1,700.00	\$2,550.00
	compressor and lines, installed	\$12,600.00	\$0.00	no		extra	\$12,600.00	\$5,040.00	\$7,560.00
	wash bay equipment, installed	\$22,000.00	\$0.00	no		extra	\$22,000.00	\$8,800.00	\$13,200.00
	Lift equipment, installed	\$11,825.00	\$0.00	no		extra	\$11,825.00	\$4,730.00	\$7,095.00
Lossing Excavating & TNT Construction	Grading and Class V	\$35,822.00	\$35,822.00	yes	22109E & 1192	extra	\$0.00	\$0.00	\$0.00
TNT Construction Group LLC	City contribution pay app #1	\$61,750.00	\$61,750.00	yes			\$0.00	\$0.00	\$0.00
TNT Construction Group LLC	City contribution pay app #2	\$78,144.35	\$78,144.35	yes			\$0.00	\$0.00	\$0.00
Contingencies 5%	construction	\$96,280.00	\$71,358.25	no	Included in PAR see attached	E7	\$24,921.75	\$9,968.70	\$14,953.05
Costs of Issuance of bonding	deducted from interim closing	\$53,518.25	\$53,518.25	no	Included in PAR see attached	E3	\$0.00	\$0.00	\$0.00
	Legal counsel fees - estimated	\$1,200.00	\$1,117.00	no	Included in PAR see attached	E3	\$83.00	\$33.20	\$49.80
		\$591,099.60	\$477,699.85				\$113,399.75	\$45,359.90	\$68,039.85
		\$46,425.00	less equipment grant USDA				\$46,425.00	\$18,570.00	\$27,855.00 less equipment grant USDA
		\$544,674.60					\$66,974.75	\$26,789.90	\$40,184.85
		\$96,280.00	less contingencies				\$24,921.75	\$9,968.70	\$14,953.05 less contingencies
		\$448,394.60					\$42,053.00	\$16,821.20	\$25,231.80
		\$23,798.33	plus interim interest 2023				\$23,798.33	\$9,519.33	\$14,279.00 plus interim interest
		\$472,192.93	COB Contribution to Facility				\$65,851.33	\$26,340.53	\$39,510.80

Contingencies used:

\$96,280.00	
\$53,518.25	Cost of Issuance
\$10,850.00	Change order
\$6,990.00	Boring
\$24,921.75	Remainder

To

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

Reference Information

Pay Cycle: DLYEFT
Pay Cycle Seq Number: 2776

Payment Information

Payment Reference: 0007480855
Payment Date: 06/30/2022
Payment Method: Automated Clearing House

Agency Code / Description	Contact Phone	Voucher ID / Payment Message	Invoice Date	Invoice Number	Customer Account	Paid Amt
G90 / REVENUE/INTERGOVT	651/556-6092	00 09637206	06/28/2022	22824A20402002J001	CITY-040200 ARPA_COVID19	45,516.06
B13 / COMMERCE ENERGY ASSISTANCE	651/539-1521	AMERICAN RESCUE PLAN EA 00634383	06/29/2022	650923		576.00
Total:						46,092.06 USD

Checklist

Please use this checklist to ensure that your reimbursement request is complete.

For all projects

- ☒ Reimbursement Request Form
- ☒ Project Cost Summary Sheet
- ☒ Invoices with warrant or canceled checks
- ☐ Copy of bid advertisement
- ☐ Copy of summary of bids
- ☐ Copy of Bid Contract including any change orders
- ☐ Property Deeds With Recorded Land Restriction

Land Acquisition

- ☐ Recorded Warranty Deed(s)
- ☐ Warrant check or evidence of payment
- ☐ Statement of Just Compensation
- ☐ Written Offer to Purchase
- ☐ Statement of Owner(s)
- ☐ Statement(s) of Difference in Value (if applicable)
- ☐ Attorney's Certificate of Title and 5 Year History of Conveyance
- ☐ Report of the Commissioners (If acquisition by eminent domain)

REIMBURSEMENT REQUEST FORM

Project Number: F RTP 0010-20-1A	Grant Recipient: City of Blackduck	Project Name: Blackduck Trail Parking Lot build & I
Address for Payment: PO Box 380 / 8 Summit Ave. E. Blackduck, MN 56630		

Request Number: <u>02</u> Period for which funds are being requested: (month /date/year) From: <u>05/01/22</u> To: <u>06/30/22</u> Amount of Request \$ <u>4,434.16</u>	Authorized Grant Recipient: Name: <u>Christina Regas</u> Title: <u>City Administrator</u> Signature: <u>Christina A. Regas</u> Date: <u>07/20/22</u> I certify that I am the individual authorized to request funds. Phone: <u>218-835-4803</u> (area code, phone number, extension)
Remarks:	

For Department Use Only					
Contract #:					
Payment approved in the amount of					\$
Claim 1 ☐	Claim 2 ☐	Claim 3 ☐	Claim 4 ☐	PARTIAL ☐	FINAL ☐
Dept R29	FY:		Vendor Number:		
Invoice Field:			Voucher #:		
I certify that the goods and/or materials covered by this claim have been inspected and received or the services have been performed and are in accordance with the grant agreement, and therefore is recommended					
Approved By:			Date:		

Project Cost Summary Sheet

Project Number: FRTP 0010-20-1A

Attach copies of all invoices and warrant checks.

Date	Vendor	(Item Description / Land Description)	Invoice or Check #	Amount	For State Use
6/28/22	Gerit Hanson Contracting, Inc.	2 loads crushed granite - spread	062822	\$ 840.00	
06/28/22	Gerit Hanson Contracting, Inc.	2 additional loads crushed granite - spread	062822-2	\$ 840.00	
6/27/22	Timmy Freeman Trucking	6 loads crushed granite	0197	\$ 2,850.00	
6/30/22	Labor Summary	in-kind labor		\$ 1,520.00	
6/27/22	JPHI	Skid Steer rental	14858	\$ 200.00	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
	Total Cost			\$ 6,250.00	
	Reimbursement Total:			\$ 4,434.16	



A GREAT PLACE FOR FAMILIES

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

July 20, 2022

Daniel Golner
Grants Specialist Coordinator / Parks & Trails
Minnesota Department of Natural Resources
500 Lafayette Road
St. Paul, MN 55155

Dear Mr. Golner,

On behalf of the City of Blackduck this letter is to confirm with the state that project #FRTP 0010-20-1A is complete (see enclosed photos) and consistent with the agreement. The governing agent is requesting final reimbursement for material costs and in-kind manpower as stated in supporting request forms in the amount of \$4,434.16.

Please release final reimbursed grant funding once approved by your department.

Best Regard,
Christina Regas
City Administrator
City of Blackduck

www.blackduckmn.com

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

"The City Of Blackduck Is An Equal Opportunity Provider"





401-45202-224

10104

City of Blackduck

JUN 28 2022

Date: 6-27-22
Customer: Blackduck
Stump jumpers

TOTAL LOADS	TIME	TOTAL HOURS

Nº 0197

Timmy

FREEMAN

Trucking

25435 Highway 101 NE
25600 Grosvenor Avenue

Blackduck, Minnesota

218-368-2569

LOAD	TIME	FROM	TO	MATERIAL	TOTAL
1	6			crushed granite	2850. ⁰⁰ / ₁₀₀
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Amount Due

2850.⁰⁰/₁₀₀

Thank you for your business!

FREEMAN

Authorized Signature

Account Detail:
From: RIM - 11624

75-712/919

Check No:
07/12/2022

255333

Reference:

Remitter: City Of Blackduck

Amount:

\$2,850.00

Pay to the order of: Freeman Trucking

Pay: Two Thousand Eight Hundred Fifty Dollars And Zero Cents

Freeman Trucking

Non Negotiable 5	501 227 10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	902
HARLAND CLARKE 800-552-2902 M25418 10212643									

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



DEERWOOD
BANK

EST. 1910
16 Summit Ave W • PO Box 429 • Blackduck, MN 56630
800-291-6597

Cashiers Check
75-712/919

Check No: 255333
07/12/2022

Remitter: City Of Blackduck

Reference:

Amount:

\$2,850.00

Pay to the order of: Freeman Trucking

Pay: Two Thousand Eight Hundred Fifty Dollars And Zero Cents

Freeman Trucking

Tyler Bratt



⑈ 255333⑈ ⑆091907125⑆ 0002009710⑈

Details on Back.
Security Features Included.

GERIT HANSON CONTRACTING INC. *

18501 Boat Landing RD NE
BLACKDUCK, MN 56630
Phone #218-556-5283
Fax #218-835-4858

City of Blackduck

JUN 28 2022

Invoice

Date	Invoice #
6-28-22	062822

Bill To
Blackduck Stamp Jumpers Christina - Blackduck City Hall

401-45202-224
10104

P.O. No.	Terms	Project

Date	Description	Rate	Amount
6-1-22	2 loads Granite - Spread	420.-	840.-
Thank you Gerit Hanson			
Total			840.00

A finance Charge of 1.5% per month (18% annually) will be charged on all past due accounts

GERIT HANSON CONTRACTING INC.

City of Blackduck

Invoice

18501 Boat Landing RD NE
BLACKDUCK, MN 56630
Phone #218-556-5283
Fax #218-835-4858

JUN 29 2022

Date	Invoice #
6-28-22	062822-2

Bill To
Blackduck Stumpjumpers Christina - City Hall

10104

401-45202-224

P.O. No.	Terms	Project

Date	Description	Rate	Amount
6-28-22	2 additional loads Granite-spread	420. -	840. -
Thank you Gerit Hanson			
		Total	840. -

A finance Charge of 1.5% per month (18% annually) will be charged on all past due accounts

Account Detail:
From: RIM - 11624

75-712/919

Check No:
07/12/2022

255334

Reference:

Remitter: City Of Blackduck

Amount:

\$1,680.00

Pay to the order of: Gerit Hanson Contracting INC

Pay: One Thousand Six Hundred Eighty Dollars And Zero Cents

Gerit Hanson Contracting INC

Non Negotiable 5	501 227 11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	902
HARLAND CLARKE 800-552-2902 M25418 10212643								

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



**DEERWOOD
BANK**

16 Summit Ave W • PO Box 429 • Blackduck, MN 56630
800-291-6597

Cashiers Check
75-712/919

Check No: 255334
07/12/2022

Remitter: City Of Blackduck

Reference:

Amount:

\$1,680.00

Pay to the order of: Gerit Hanson Contracting INC

Pay: One Thousand Six Hundred Eighty Dollars And Zero Cents

Gerit Hanson Contracting INC

Tyler Blank



⑈ 255334 ⑈ ⑆091907125⑆ 0002009710⑈

18994 Hines Rd NE
Hines, MN 56647

Invoice

Bill To
Stumpjumpers Snowmobile Club PO Box 432 Blackduck, MN 56630

P.O. No.	Terms	Project
	Due on receipt	

Page 37 of 128

FEDERAL RECREATIONAL TRAIL PROGRAM

VOLUNTEER LABOR SUMMARY FORM

Name of Volunteer or Crew Leader	Description of Work Performed	Hours Worked	Total Amount (\$20.00 x Hours)
Wayln Weinzetl	Prep & finishing of parking lot	16	\$320.00
Max Burmeister	Prep & finishing of parking lot	24	\$480.00
Joshua Bradseth	Prep and finishing of parking lot	18	\$360.00
Chris Collison	Prep and finishing of parking lot	18	\$360.00
TOTAL (transfer to project cost summary sheet)			\$1,520.00

FEDERAL RECREATIONAL TRAIL PROGRAM

VOLUNTEER LABOR RECORD FORM

To be completed by each volunteer or crew leader

Volunteer/Crew Leader Name: Wayne Weir
If Crew, List of Volunteers:

Date	Description of Work Performed	Hours Worked	Total Amount (\$20.00 x Hrs)
6-4-22	Prep Siding Lot	4	80
6-11-22	Finish Siding Lot	6	120
6-18-22	Finish Siding Lot	6	120
TOTAL			\$ 320

I hereby certify that the description of work performed and hours are correct.

Wayne Weir
Signature of Volunteer/Crew Leader

Max B. Smith

FEDERAL RECREATIONAL TRAIL PROGRAM

VOLUNTEER LABOR RECORD FORM

To be completed by each volunteer or crew leader

Volunteer/Crew Leader Name: Max Burnette
If Crew, List of Volunteers:

Date	Description of Work Performed	Hours Worked	Total Amount (\$20.00 x Hrs)
6-4	Prep Parking Lot	6	120
6-5	Prep Parking Lot	6	120
6-11	Finish Parking Lot	6	120
6-18	Finish Parking Lot	6	120
TOTAL			\$ 480

I hereby certify that the description of work performed and hours are correct.

Max Burnette
Signature of Volunteer/Crew Leader

FEDERAL RECREATIONAL TRAIL PROGRAM

VOLUNTEER LABOR RECORD FORM

To be completed by each volunteer or crew leader

Volunteer/Crew Leader Name: Joel Bracketh Max B. 2
If Crew, List of Volunteers:

Date	Description of Work Performed	Hours Worked	Total Amount (\$20.00 x Hrs)
6-4	Prep for Parking Lot	6	120
6-11	Finish Parking Lot	6	120
6-18	Finish Parking Lot	6	120
TOTAL			\$ 360

I hereby certify that the description of work performed and hours are correct.

Joel Bracketh Max B. 2
Signature of Volunteer/Crew Leader

FEDERAL RECREATIONAL TRAIL PROGRAM

VOLUNTEER LABOR RECORD FORM

To be completed by each volunteer or crew leader

Volunteer/Crew Leader Name: Chris Collison Max Bunker

If Crew, List of Volunteers:

Date	Description of Work Performed	Hours Worked	Total Amount (\$20.00 x Hrs)
6-4-22	Prep for Parking Lot	6	120
6-5-22	Prep for Parking Lot	6	120
6-11-22	Final Parking Lot	6	120
TOTAL			\$ 360

I hereby certify that the description of work performed and hours are correct.


Signature of Volunteer/Crew Leader





CITY OF BLACKDUCK PRELIMINARY LAND DIVISION REQUEST FORM

Recorder Contact: Christina Regas
Date: 7/20/2022
Fee Owner: City of Blackduck
Address: PO Box 380
Blackduck, MN 56630

Internal Checklist
____ GIS
____ ZONING
____ AUDITOR

Tax Parcel Number: 81.00120.01; 81.00120.00; 81.00122.00

Correct Legal Description:

A. Description of Parcels to be Combined:

81.00120.01 - SECT-12 TWP-149 RANGE-031 BLACKDUCK LOT-016 BLOCK-007 W 78.5' FORFEITED 7/13/21 (2017 NHCOM)
81.00120.00 - SECT-12 TWP-149 RANGE-031 BLACKDUCK LOT-017 BLOCK-007 LESS S1/2 OF E 71.5'
81.00122.00 - SECT-12 TWP-149 RANGE-031 BLACKDUCK LOT-018 BLOCK-007

B. Description of Remainder:

C. Number of Parcels being Created: : 1

Lakeshore: YES ☐ NO ☒ 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:

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



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

I hereby request to have the following parcels of land combined for tax purposes:

Parcel #	Description
81.00122.00	SECT-12 TWP-149 RANGE-031 BLACKDUCK LOT-018 BLOCK-007
81.00120.00	SECT-12 TWP-149 RANGE-031 BLACKDUCK LOT-017 BLOCK-007 LESS S1/2 OF E 71.5'
81.00120.01	SECT-12 TWP-149 RANGE-031 BLACKDUCK LOT-016 BLOCK-007 W 78.5' FORFEITED 7/13/21 (2017 NHCOM)

I AM AWARE THAT STATE, COUNTY, TOWNSHIP, OR CITY LAWS OR REGULATIONS MAY PREVENT THE SEPARATION OF THE ABOVE PARCELS IN THE FUTURE, AND THAT SUCH SEPARATION, IF PERMITTED, MAY REQUIRE A NEW SURVEY OF THE PARCELS, THE RECORDING OF INSTRUMENTS OF CONVEYANCE (DEEDS), THE SECURING OF A VARIANCE, OR OTHER LEGAL ACTION, AND THE PAYMENT OF FEES OR OTHER COSTS ASSOCIATED WITH THIS PROCESS.

Signature Christina A. Regas Date 7/12/2022

Phone # 218-835-4803

Fee Owner's Signature _____ Date _____

OFFICE USE ONLY

AUDITOR-TREASURER

ASSESSOR

Current Taxes Paid _____	EMV _____ ACRES _____
Delinquent Taxes Paid _____	TILLABLE - VALUES _____ ACRES _____
Same Fee Ownership _____	PAYABLE YEARS _____
Same District Code _____	STATE CHANGES YES _____ NO _____
Contiguous Parcels _____	
Same TIF District _____	



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Downtown Redevelopment Properties

1:845

Date: 7/11/2022

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

**Beltrami
County
Minnesota**

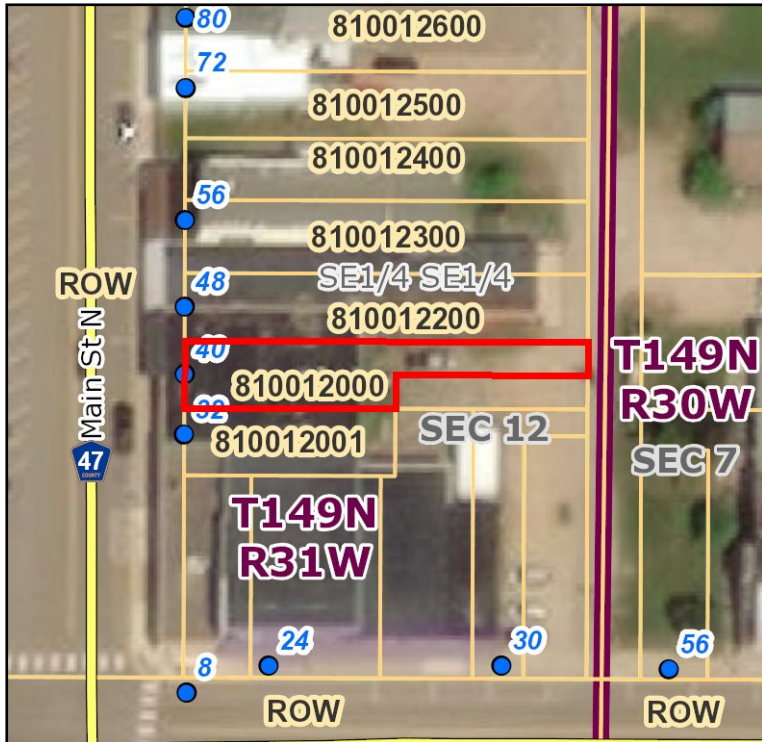




Beltrami County General Property Information

Beltrami County makes no representation or warranties expressed or implied, with respect to the reuse of data provided herewith, regardless of its format or the means of transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data 'as is', and assumes all risks associated with its use. Beltrami County assumes no responsibility for the actual or consequential damage incurred as a result of any user's reliance on this data. Created from Beltrami Online Mapping Site. Sources: Beltrami County, City of Bemidji, USGS, USDA, MNDNR.

Report Date: 7/11/2022



Parcel ID: 810012000

Owner: CITY OF BLACKDUCK

Property Address: 40 MAIN ST N

Owner(secondary):

Property Address 2:

Owner Address: PO BOX 380

Property Address 3:

Owner Address 2:

Property City, State, Zip: BLACKDUCK, MN 56630

Owner City, State, Zip: BLACKDUCK, MN 56630

Plat, Lot, Block: BLACKDUCK 017 007

Calculated Acreage: 0.07

Twp/Range/Section: 149/031/12

Class & Description: :COMM LAND & BLDGS

Area (sq.ft.): 2856.248

Perimeter (feet): 350

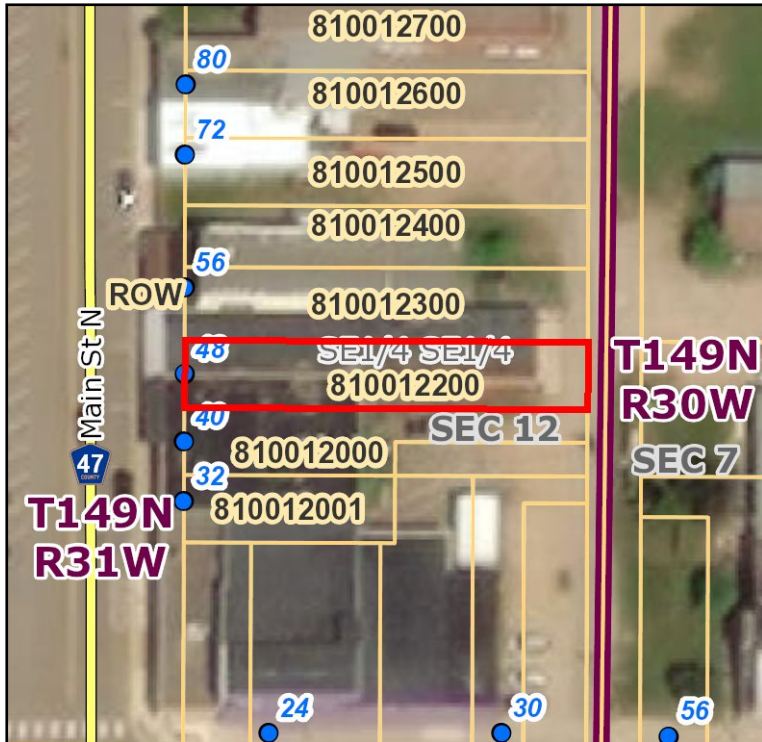
Tax Description: Sect-12 Twp-149 Range-031 BLACKDUCK Lot-017 Block-007 LESS S1/2 OF E 71.5'



Beltrami County General Property Information

Beltrami County makes no representation or warranties expressed or implied, with respect to the reuse of data provided herewith, regardless of its format or the means of transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data 'as is', and assumes all risks associated with its use. Beltrami County assumes no responsibility for the actual or consequential damage incurred as a result of any user's reliance on this data. Created from Beltrami Online Mapping Site. Sources: Beltrami County, City of Bemidji, USGS, USDA, MNDNR.

Report Date: 7/11/2022



Parcel ID: 810012200

Owner: CITY OF BLACKDUCK

Property Address: 48 MAIN ST N

Owner(secondary):

Property Address 2:

Owner Address: PO BOX 380

Property Address 3:

Owner Address 2:

Property City, State, Zip: BLACKDUCK, MN 56630

Owner City, State, Zip: BLACKDUCK, MN 56630

Plat, Lot, Block: BLACKDUCK 018 007

Calculated Acreage: 0.09

Twp/Range/Section: 149/031/12

Class & Description: :RESIDENTIAL

Area (sq.ft.): 3750.018

Perimeter (feet): 350

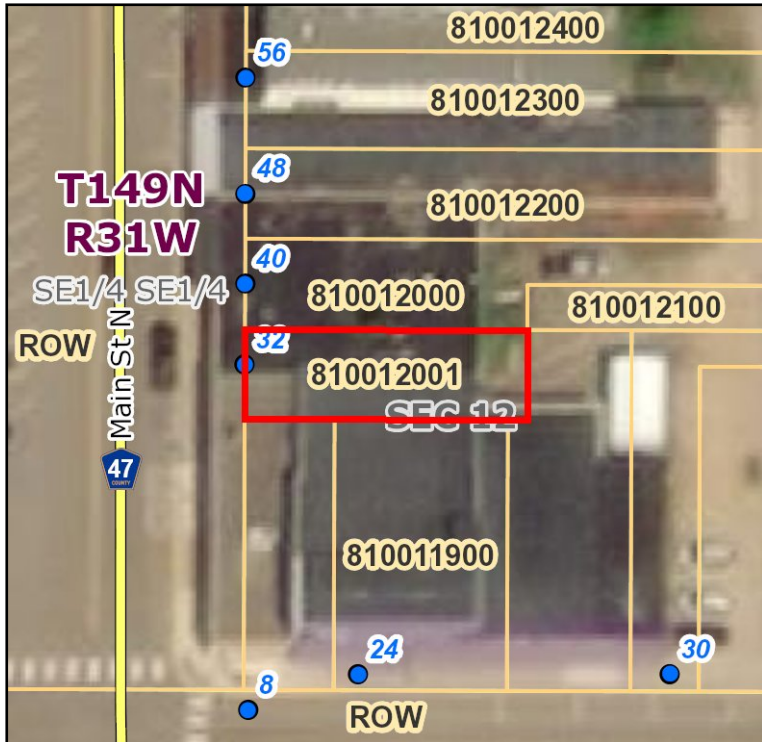
Tax Description: Sect-12 Twp-149 Range-031 BLACKDUCK Lot-018 Block-007



Beltrami County General Property Information

Beltrami County makes no representation or warranties expressed or implied, with respect to the reuse of data provided herewith, regardless of its format or the means of transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data 'as is', and assumes all risks associated with its use. Beltrami County assumes no responsibility for the actual or consequential damage incurred as a result of any user's reliance on this data. Created from Beltrami Online Mapping Site. Sources: Beltrami County, City of Bemidji, USGS, USDA, MNDNR.

Report Date: 7/11/2022



Parcel ID: 810012001

Owner: CITY OF BLACKDUCK

Property Address: 32 MAIN ST N

Owner(secondary):

Property Address 2:

Owner Address: PO BOX 380

Property Address 3:

Owner Address 2:

Property City, State, Zip: BLACKDUCK, MN 56630

Owner City, State, Zip: BLACKDUCK, MN 56630

Plat, Lot, Block: BLACKDUCK 016 007

Calculated Acreage: 0.05

Twp/Range/Section: 149/031/12

Class & Description: :COUNTY ADMINISTERED

Area (sq.ft.): 1962.5005

Perimeter (feet): 207

Tax Description: Sect-12 Twp-149 Range-031 BLACKDUCK Lot-016 Block-007 W 78.5' FORFEITED 7/13/21 (2017 NHCOM)

Grant Frenzel, Vice President
Deerwood Bank
1350 Paul Bunyan Drive NW
Bemidji, MN 56619

Re: Purchase / Sale of Bank Property in Blackduck

Dear Mr. Frenzel:

This letter serves as a proposal for the purchase of the Deerwood Bank property located at 17 Summit Avenue in Blackduck. The following are the terms and conditions that the City of Blackduck is willing to incorporate in a Purchase Agreement for the property.

SELLER:	Deerwood Bank
BUYER:	City of Blackduck
LEGAL DESCRIPTION:	Lots 25, 26, 27, 28 and 29, Block 8, Blackduck, Beltrami County, Minnesota, less the east 60 feet thereof, together with the north half of the vacated alley abutting Lot 25. [Description to be confirmed.]
PURCHASE PRICE:	\$120,000.00
CLOSING:	Closing shall occur within 30 days after contingencies are satisfied. Customary closing costs shall be shared by the parties.
DUE DILIGENCE:	Buyer intends to acquire property to house a library. Buyer to proceed with due diligence to sell existing library building and inspect subject property. Inspection and title review to occur within 60 days of executing purchase agreement.
CONTINGENCIES:	(1) Sale of existing library property (transfer of title).

- (2) Satisfactory inspection of Bank property.
- (3) Kitchigami Regional Library System to release \$65,683 in funding for purchase of subject property.

If all contingencies are not satisfied within 270 days from the effective of the Purchase Agreement, the Agreement shall automatically terminate.

TAXES:

All taxes shall be prorated as of the date of closing. Seller shall pay any special assessments levied as of closing date. Seller shall pay state deed tax.

TITLE INSURANCE:

Seller shall obtain and pay for a Title Commitment from a title company approved by the City in the amount of the Purchase Price, with all standard policy exceptions deleted, within 21 days of the effective date of the Purchase Agreement. The title policy shall be paid by the Buyer.

BROKERAGE:

There are no brokers involved in this transaction.

This Letter of Intent is non-binding and is, by definition, only an expression of intent by the parties to enter into a purchase agreement for the sale of the subject property between the Seller and Buyer. If this Letter of Intent is accepted, Seller and Buyer agree to enter into a purchase agreement subject to the terms set forth above.

Sincerely,

Christina Regas
City Administrator

AGREED TO AND ACCEPTED BY DEERWOOD BANK THROUGH THE
FOLLOWING AUTHORIZED SIGNER:

By: _____

Its: _____

Dated: _____, 2022

Kitchigami Regional Library System

Capital Appropriation Policy and Directive

Introduction

This policy replaces and supersedes all earlier policies or sections thereof, relating to appropriation and use of monies from the KRLS Fund balance:

1. For purposes of capital improvements to KRLS Library buildings,
2. Building new or extending existing KRLS Library facilities,
3. Repairs or replacements of HVAC systems, roofs, plumbing fixtures, elevators and like facility items,
4. Other uses not herein defined that are pre-approved by the KRLS Board of Trustees.

No appropriation request will gain approval as a Capital Expenditure unless the following meet or exceed the minimum requirements to be considered a Capital Expenditure:

1. Total planned expenditure must be greater than \$5,000
2. All equipment or replacement acquired herein must be of the nature of a fixed asset. Key to being eligible under this policy is that acquired assets be considered “non-consumable”, e.g. a single use does not noticeably diminish the utility value of the asset

For equipment acquisitions, the total request can and should include subscription licensing, emergency maintenance expenditures, preventative maintenance expenditures for the useful life of the asset, but cannot include labor to operate, train or facilitate usage by patrons of the library. Capital appropriations are not to be considered a vehicle for payment of salaries and benefits to KRLS employees.

Process

1. Annually each Branch staff working with individual Library Boards and local city councils in the KRLS region should plan for needed capital projects, forwarding to the KRLS Administration to be placed as an agenda item for the Board of Trustees a written description of the planned acquisition, anticipated benefits, estimated costs and time frame for implementation and completion of the project. Multiple projects may be planned and executed in a fiscal year.
2. The local library board, city and county (as required) must approve said project(s). Upon approval the request, along with a letter of local support from the library board should be forwarded to the KRLS Administration to be placed as an agenda item for Board of Trustees approval. Once granted, the city/county is authorized to issue bids for project completion, pursuant to the relevant procurement policies and codes for the city/county involved.
3. Copies of the selected vendor, its submitted proposal/estimate, and expected completion dates should be forwarded to the city/county involved and to the KRLS Board of Trustees.
4. During construction/installation all local inspection processes must be observed and completed

5. Interim or “progress payments” are allowed, and should be identified in the project request and submitted with the selected vendor’s bid and defined in the contract issued by the city/country involved
6. Notify KRLS Administration, not less than 45 days prior to any needed progress payments.
7. Should at any time in the life of the project, the estimated cost at completion exceeds the original plan by more than 10%, immediate communications and resolution/actions to be taken surrounding the over-expenditure which must be forwarded to the city/country involved and the KRLS Administration.
8. Upon completion library staff and library Board with the city/council involved should complete the post project inspection (“punch list”), assuring required adjustments or do-overs are completed.
9. Post project reviews should be completed and filed with the city/country involved and forwarded to the KRLS Board of Trustees.
 - a. At minimum, these reviews should show the benefits of the project now completed,
 - b. Explain variances from anticipated benefits,
 - c. Explain significant variances in time or expenditures necessary to complete the project. Include a summary valuation of the vendor, including recommendations about using said vendor for another related project or at another library in the KRLS region.
 - d. Remaining funds (under expenditures) should be returned to KRLS Board of Trustees.
10. KRLS Administration will annotate the KRLS Fund balance with the project documentation file, fulfilling reporting requirements to KRLS Board of Trustees and appropriate county, state, or granting agencies at Board meetings.

Should an emergency need arise (e.g., roof damage) requiring immediate resolution that was not planned in the annual process described above, the basic precepts of this policy should still be attended to; with all parties executing their roles and functions with expediency.

Approved by KRLS Board of Trustees: 1.27.2022

From: [Christina Regas](#)
To: ["brandon.walters@state.mn.us"; "pong.xiong@state.mn.us"](#)
Cc: [Matt Grossell](#); ["Booker, Cassandra \(DPS\)"; Jodee Treat](#)
Bcc: [Maxwell Gullette](#)
Subject: City of Blackduck Limited DMV request
Date: Friday, July 22, 2022 8:58:34 AM
Attachments: [Formal request all docs.pdf](#)
[Corner Garage Sales and Rental Inc Deputy Registrar.pdf](#)
[Deerwood Bank Support Letter.pdf](#)

Dear Director Walters & Director Xiong,

In March of 2021 the City of Blackduck sent a formal request in to DPS to be approved as a limited DMV, it is now 16 months later and the City has had no response from your department. Not even a decline.

I attempted to contact you by phone but could not get a voicemail or a redirect. I have been requested to send the formal request to Mr. James Forsell (he never returns my voicemails) and Craig Plummer (I am not even certain he works for DPS now) however these staff members are not even listed on the DVS Organizational Chart anymore. So I have included the request documents in this email.

I am extremely disappointed to the rate at which this request has been treated in the past year and our City Council echoes that same disappointment.

After support letters were sent from Beltrami County Auditor's office and several support letters from the local bank and a local dealership for this request I assumed a response would be provided to some degree and that also has not happened to date.

I have asked our local state representative to assist over the last few months as well and those attempts have been faced with no reaction.

My question to your department is just simply, when will a formal answer be provided to the City? Even if it is a decline. Blackduck City Hall serves a small population of 854 people however the area serves as a hub for the northern half of this county of Minnesota and could easily benefit to offer this service to the public and the tourism it serves in the summer months.

Normal return answer was to be 7-10 days.

I would greatly appreciate a phone call regarding this request in the very near future.

Sincerely,

Christina Regas

City Administrator



City of Blackduck Minnesota

Christina.regas@blackduckmn.com

218-835-4803



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

March 9, 2021

Commissioners of Public Safety - Driver & Vehicle Services Division
James Forsell & Craig Plummer
445 Minnesota Street #185
St. Paul, MN 55101

Dear Mr. Forsell & Mr. Plummer,

On behalf of the City of Blackduck and the Blackduck City Council this letter serves as a formal request to the Driver & Vehicle Services Division to consider Blackduck City Hall located at 8 Summit Ave. East Blackduck, MN 56630 be approved for a Deputy Registrar for a Limited Driver & Vehicle Services Office. The City of Blackduck is the second largest city in Beltrami County and located 25 miles from the County Administration Building in the City of Bemidji, MN that serves the county and surrounding communities as a full service Deputy Registrar.

The proposed region customer base as suggested by Cassie Booker, Business Liaison and State Program Administrator Technical Specialist, supports the Minnesota Statute requirement §7406.0300 Subp. 2A for the proposed office location not be within a 20-mile radius of an existing office (*Attachment A*). The proposed office location supports the 110% population of the municipalities requirement MN Statute §7406.0300 2C(3) providing a proposed population support of 14,404 based on most recent updated 2019 Census data (*Attachment B*).

To support the requirement of MN Statute §7406.04 Subp. 2 Blackduck City Hall currently contains a separate and distinct areas used exclusively for processing and storing critical City Water & Sewer Utility Billings, Accounts Payable, and Accounts Receivable for the numerous departments of the City of Blackduck including two enterprise funds.

Furthermore, Blackduck City Hall currently contains the necessary technology requirements, minimum size of office area, securable area for inventory, accessibility, and the ability to identify the proposed office as a deputy registrar (*floor layout available upon request*). Blackduck City Hall staffs two full-time administrative employees (*Deputy Clerk and City Administrator*) and have the time to offer the region this service.

The City Council of the City of Blackduck is in support of this request and believes this service to the region will benefit the tax payers of the community and enhance the current City services. If you have any questions please do not hesitate to contact City Administrator Christina Regas at 218-835-4810.

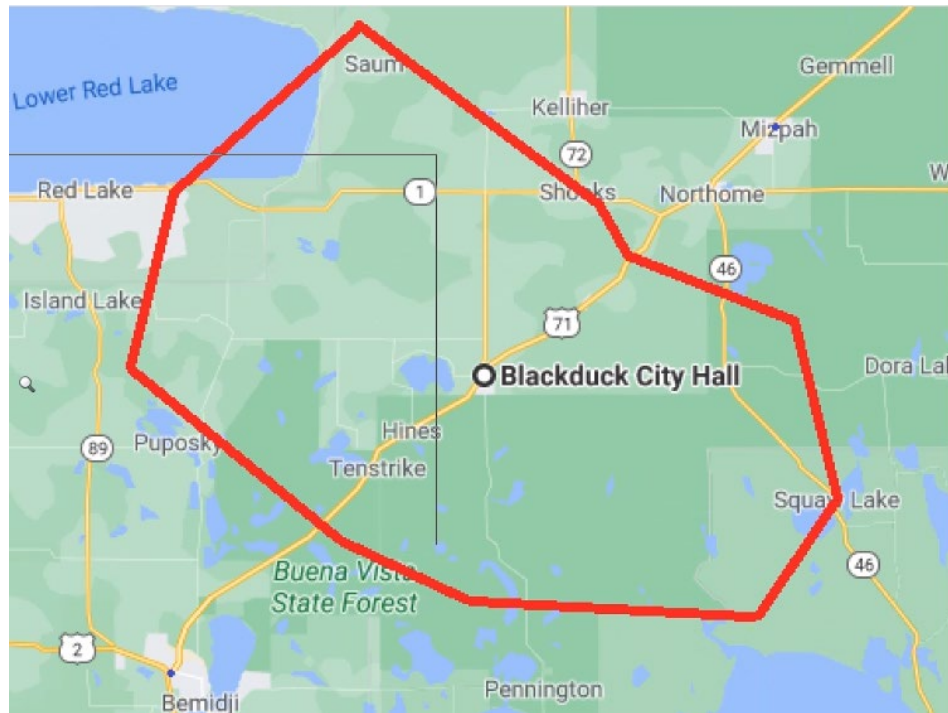
Sincerely,
Christina Regas
City Administrator, City of Blackduck

CC: Mayor Maxwell Gullette, Blackduck City Council, Cassandra Booker

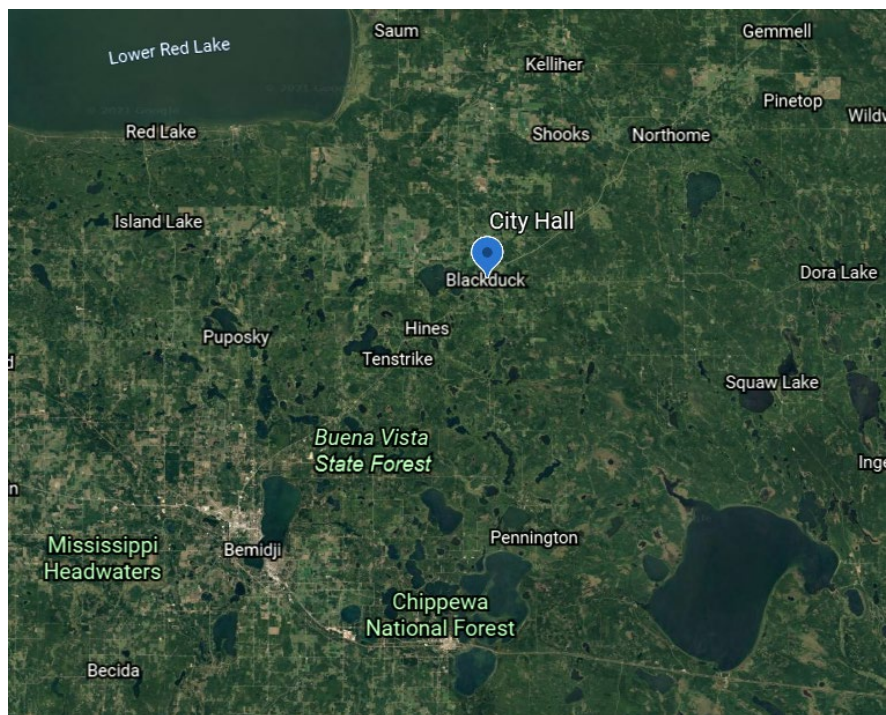
www.blackduckmn.com

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

"The City Of Blackduck Is An Equal Opportunity Provider"



Attachment A - Proposed Region



Attachment A – Blackduck City Hall location

Geographic Area - Proposed Region

	Census as of 2019
Blackduck City, Minnesota	833
Tenstrike City, Minnesota	200
Squaw Lake City, Minnesota	106
Quiring township, Beltrami County, Minnesota	69
Cormant township, Beltrami County, Minnesota	158
Nebish township, Beltrami County, Minnesota	287
Alaska township, Beltrami County, Minnesota	215
Maple Ridge township, Beltrami County, Minnesota	103
Durand township, Beltrami County, Minnesota	209
Hagali township, Beltrami County, Minnesota	369
Woodrow township, Beltrami County, Minnesota	72
Battle township, Beltrami County, Minnesota	50
Shotley township, Beltrami County, Minnesota	35
Turtle Lake township, Beltrami County, Minnesota	1188
Port Hope township, Beltrami County, Minnesota	665
Taylor township, Beltrami County, Minnesota	107
Hines township, Beltrami County, Minnesota	683
Sugar Bush township, Beltrami County, Minnesota	243
Moose Lake township, Beltrami County, Minnesota	227
Hornet township, Beltrami County, Minnesota	231
Langor township, Beltrami County, Minnesota	213
Turtle River City, Beltrami County, Minnesota	80
Northern township, Beltrami County, Minnesota	4126
Max township, Itasca County, Minnesota	140
Good Hope township, Itasca County, Minnesota	98
Third River township, Itasca County, Minnesota	50
Birch township, Beltrami County, Minnesota	117
Moose Park township, Itasca County, Minnesota	67
Alvwood township, Itasca County, Minnesota	42
Kinghurst township, Itasca County, Minnesota	106
Funkley city, Beltrami County, Minnesota	8
Nore township, Itasca County, Minnesota	64
Ardenhurst township, Itasca County, Minnesota	164
Grattan township, Itasca County, Minnesota	44
Shooks township, Beltrami County, Minnesota	177
Cormant township, Beltrami County, Minnesota	158
Redby, Beltrami County, Minnesota	1334
O'Brien township, Beltrami County, Minnesota	57
Population total:	13,095

110% of population: **14,405**

Corner Garage Sales and Rental Inc.

32678 Hwy 72 NE

Blackduck, Mn. 56630

Ph: 218-835-7859

March 5, 2022

Commissioners of Public Safety – Driver & Vehicle Services Division

James Forsell & Craig Plummer

445 Minnesota Street #185

St. Paul, Mn. 55101

Dear Mr. Forsell & Mr. Plummer,

I am writing today to offer my support of a request made by the City of Blackduck, Mn on March 9, 2021 for a Deputy Registrar/Limited Driver & Vehicle Service Office at the City Hall in the City of Blackduck.

I am a used car dealer that deals in a wide variety of licensed vehicles on a daily basis, including cars, trucks, trailers, recreational vehicles, atv's etc. We have a struggle at our business just north of Blackduck to try to handle all our licensing needs as we are a small staff and can't have someone gone for long periods of time on a frequent basis to go all the way to Bemidji to get the job done. To be fair, we do have a deputy registrar in Mizpah, Mn. Which is of some help, however that is a direction that can't be tied to any other trip as there is no other reason to go that way.

I believe that for a few small auto dealers and the general public in this region of the county it is critical that another office like this be established in Blackduck.

Another benefit of the location is that it keeps people coming to our smaller communities to do other business which helps the smaller communities thrive.

Blackduck, being the second largest city in Beltrami County and being geographically located approximately half way between Bemidji and Mizpah, Mn. Seems to make this a good choice.

Thank you for your prompt consideration of this proposal.

Sincerely,

Kevin Erpelding

Corner Garage Sales and Rental Inc .



March 18, 2022

Commissioners of Public Safety – Driver & Vehicle Services Division
445 Minnesota Street #185
St. Paul, MN 55101

Dear Commissioners,

On behalf of Deerwood Bank, I am writing this letter of support for the City of Blackduck's request to be approved for a Deputy Registrar for a Limited Driver & Vehicle Services Office.

As a lender and branch manager of our local Blackduck branch office for over 20 years, I have seen our community's need for the services a Deputy Registrar offers grow. This growing need was magnified by the pandemic, where the closest Deputy Registrars were overwhelmed with Covid-19 mandates and staffing challenges. As with many Outstate MN communities, I see these staffing challenges continuing into the foreseeable future.

A Deputy Registrar located in the City of Blackduck would benefit the surrounding rural communities. The City of Blackduck's location is within a 20-minute drive to all these communities.

Respectfully,

Grant D. Frenzel
Vice President – Business Banking
(218) 441-2908
grant.frenzel@deerwoodbank.com

Appendix B: Summary of Minnesota Annexation Law

Three basic conditions must exist for annexation to occur:

- First, the land must adjoin the corporate limits of the annexing city.
- Second, the Municipal Boundary Adjustment Unit may approve an annexation if it finds city governance of the area is necessary to protect the public health, safety, and welfare; if annexation is found to be in the best interests of the city and the territory to be annexed; or, if land is, or is about to become, suburban or urban in character. This generally refers to land in close proximity to the city, of limited size, suburban in character, and with a community of interest so it will adapt to city government.
- Third, the land may not already be part of another city.

Annexation procedures

Although the statutes set out three different annexation procedures, only one procedure may apply in any given situation. The appropriate procedure depends on the ownership, size, and other characteristics of the land under consideration.

In some circumstances, a city may annex unincorporated property simply by passing an ordinance declaring the land as annexed to the city. Cities may annex by ordinance when any of the following conditions exist:

- The city owns the land to be annexed.
- The land is completely surrounded by land already within city limits.
- The land abuts the city and the area to be annexed is 120 acres or less, not presently served or capable of being served by available public wastewater facilities, and all the landowners petition the city for annexation.
- The land is within two miles of the city and has been approved for platting after Aug. 1, 1995, and the platted lots average 21,780 square feet or less.

The law considers land described above to be urban in character. The city can annex it merely by passing an ordinance in all these situations. The city must file copies of the ordinance with the Municipal Boundary Adjustment Unit, the town clerk, the county auditor, and the secretary of state. Annexation does not become effective until the Municipal Boundary Adjustment Unit approves the filing.

If 60 percent or more of the perimeter of the area to be annexed borders the city and the area is 40 acres or less, the city may annex it by ordinance. However, the city must serve notice of its intent upon the town board and wait 90 days for the

town's objection. If the town board raises objections, the city may abandon the proceedings or the Municipal Boundary Adjustment Unit will hold hearings and order or deny the annexation.

Another type of annexation by ordinance can occur if land is platted, or if unplatted, does not exceed 200 acres, and a majority of the owners petition the council for annexation.

The town board or the governing body of another city can submit written objections to the annexation to the Municipal Boundary Adjustment Unit and to the city within 90 days of the filing of the petition. If either the town or the city files objections, the annexing city can take no further action on the petition. The petition automatically goes to the Municipal Boundary Adjustment Unit, which will hold a hearing and issue its order.

If no one files objections, and the council determines the property proposed for annexation is currently or is about to become urban or suburban in character, the council may pass an ordinance annexing the land. However, if all property owners involved do not sign the petition, a public hearing before the city council is necessary before the city can adopt the ordinance. All property owners in the affected area must receive a mailed notice at least 30 days before the hearing.

Orderly Annexation

One or more townships and one or more cities can initiate an orderly annexation process by passing a joint resolution designating an unincorporated area in need of orderly annexation. One or more cities, by joint resolution with the county, may also designate an unincorporated area in which there is no organized township government as in need of orderly annexation.

A designated area is any area which the signatories to a joint resolution for orderly annexation have identified as being appropriate for annexation, either currently or at some point in the future, pursuant to the negotiated terms and conditions set forth in the joint resolution. Land described as a designated area is not, by virtue of being so described, considered also to be annexed.

The Municipal Boundary Adjustment Unit promotes orderly annexation because it emphasizes negotiation and agreement.

An orderly annexation agreement is a binding contract upon all parties to the agreement and is enforceable in the district court in the county in which the unincorporated property in question is located.

If a city designates an urban-growth area based on a community-based comprehensive plan, an orderly annexation agreement must then be negotiated.

If the resolution allows for consideration by the Municipal Boundary Adjustment Unit, it may order the annexation if it makes any of the following findings:

- The area proposed for annexation is currently, or is about to become, urban or suburban in character, and the annexing city is capable of providing the needed services within a reasonable time.
- The existing town form of government is not adequate to protect public health, safety, and welfare.
- Annexation would be in the best interest of the proposed area.

In the area designated for orderly annexation, an orderly annexation agreement may provide for the establishment of a planning and land use control board under the Joint Powers Act. This board would have all of the powers contained in the Municipal Planning Act. It also would have the authority to adopt and enforce the uniform fire code. The orderly annexation agreement may provide that joint planning and land-use controls apply to any or all parts of the area designated for orderly annexation, as well as to any adjacent unincorporated or incorporated area described by the joint resolution.

Petition, Hearing and Order by Municipal Boundary Adjustments

If a city cannot annex land by ordinance or by orderly annexation, the annexing procedure is as outlined in this section.

From: [Chris Muller](#)
To: [Christina Regas](#)
Subject: RE: 2022 Flooding Update: Applicants preparing for a federal disaster
Date: Monday, July 25, 2022 11:42:52 AM
Attachments: [image002.png](#)

We were declared by FEMA for a major disaster declaration. Eligible work will be reimbursed 100%, 75% from FEMA and 25% from the State.

Applicant Briefings have not been scheduled yet, that will be the next step. There are three major federal disaster declarations a few state declarations, so they're a little behind. Hopefully hear this week when our AB will be.

-Chris

From: Christina Regas
Sent: Friday, July 22, 2022 9:49 AM
To: Chris Muller
Subject: RE: 2022 Flooding Update: Applicants preparing for a federal disaster

Good morning Chris,

I have a work session with the Council Monday, July 25, can you provide any further updates on this?

Christina

From: Chris Muller <chris.muller@co.beltrami.mn.us>
Sent: Wednesday, July 6, 2022 4:12 PM
To: jneft@paulbunyan.net; hardolfrenzel@yahoo.com; crok003@gmail.com; waplong@gmail.com; rberger@paulbunyan.net; westridgerob@hotmail.com; Bruce Hasbargen <bruce.hasbargen@co.beltrami.mn.us>; nicholas.severson@state.mn.us; matt.boyer@state.mn.us; Turtle Lake Township Clerk <tltownshipclerk@gmail.com>; edie.evarts@state.mn.us; Lori Clark <Lori.Clark@co.beltrami.mn.us>; Richard Moore <richard.moore@co.beltrami.mn.us>; Christina Regas <Christina.Regas@blackduckmn.com>; jackpine@gvtel.com; Dan Carlson <dancarlsonllc@gmail.com>; jtnelson@mncable.net; Tobey Holthusen <tobey.holthusen@co.beltrami.mn.us>; duane.oothoudt@llpolice.org; Sherry Rutledge <Sherry.Rutledge@ci.bemidji.mn.us>; Ron Eischens <Ron.Eischens@ci.bemidji.mn.us>; waplong@gmail.com; rberger@paulbunyan.net; Michelle Anderson <tltmichelle@yahoo.com>; Jack Williamson <jacknvicky@icloud.com>; Icehiltz@paulbunyan.net
Cc: Jarrett Walton <jarrett.walton@co.beltrami.mn.us>; Ernie Beitel <ernie.beitel@co.beltrami.mn.us>; Tom Barry <Tom.Barry@co.beltrami.mn.us>
Subject: 2022 Flooding Update: Applicants preparing for a federal disaster

July 6th, 2022

I just wanted to provide everyone an update with where we are following this spring's flooding. It has been over two months since the rain started and the snow melted, and we are still awaiting a decision by FEMA for our Federal Disaster Declaration. We did receive an update from both the State Homeland

Security and Emergency Management (HSEM) Director and the State Disaster Recovery Coordinator in the last week. The request is in the hands of FEMA now, and all indicators are we will meet our threshold for a major Federal Disaster Declaration. They expect an answer within the month of July. This process has been slowed by the prolonged nature of the flood and numerous other disasters that have occurred simultaneously within the state.

As we wait for the declaration to be granted and the subsequent FEMA Applicant Briefings, HSEM has forwarded me several documents, ten in total, for your preparation as applicants. This is the first time in my in my career they've had the Emergency Management tasked with the distribution of these forms to the county Emergency Management Director to disseminate. I reviewed the forms and they do seem laborious initially, but not all forms would apply to everyone. Complete what you can, and when we have the Applicant Briefing you can get assistance for what is incomplete or need clarification on. As we discussed in the Preliminary Damage Assessment, if you do not have established equipment rates, use the FEMA rates.

Where they are requesting GPS coordinates, the Beltrami County GIS department has robust and adequate maps that can give you the Lat/Lon as well as measurements on the interactive map. Follow the link below and click on Maps and Apps, then click on interactive map:

<https://gishub-beltramicounty.hub.arcgis.com/>

Many have provided me estimates, quotes and receipts. Please retain those as those will be used at the Applicant Briefing and those items go directly to HSEM and FEMA. Complete what you can as it will expedite the process when the Applicant Briefing is scheduled. Entities and jurisdictions that have not participated in the PDA but had damages are still eligible to apply, but they must be present and prepared at the Applicant Briefing. If you have questions, let me know and I will connect you with someone at HSEM. I apologize for the lack of correspondence, but this is the first action we've really had since the PDA. I am also covering on a regular basis in the 911 Center due to crisis staffing shortages, so please expect delays.

I do not have contacts for everyone that might be needing this information from your jurisdiction, if you can please forward to the appropriate person.

Thank you,

-Chris

~Christopher S. Muller

Beltrami County Sheriff's Office

Emergency Services Director

Emergency Management | 911 | Communications

613 Minnesota Ave NW

Bemidji, MN 56601

ph.218.333.8386

[EXTERNAL]

Good Evening,

While we are waiting for 2 federal disaster declaration (April 22nd and May 8th -13th), the following information will be essential to assist HSEM and FEMA with formulation of your projects. When possible, designate one person to be responsible to ensure the gathering of this information.

Damage Inventory (form number 1)

- List each site individually (HSEM and FEMA will help to consolidate later)
- Accurate GPS Coordinates using decimal degrees (42.123456, -90.123456)
- GPS start and end coordinates for road damage more than 250 linear ft. **and/or** all sub-base repair, embankment repair or streambank restoration (GPS Start & Stop)
- Take photos of the damages and label site

Work to be Completed

- When possible, have an estimate prepared by contractor or
- Follow proper procurement

Debris Removal

- GPS Coordinates for debris pick-up locations & debris disposition sites (landfill. etc)
- Type and quantity of debris removed (unit of measure - CY)
- Debris removal from public lands or public right of way

Documents - to be prepared to provide to HSEM and FEMA (electronic format preferred)

- Legal Responsibility (if in question)
- FULL Insurance Documents (even if road work which is typically not covered)
- Procurement Policy (formal policy or statement of how you choose contractors)
- Labor payment policy (formal policy or documents indicating pay rates for employees)
- Fringe Benefits calculation (sample FEMA Form)
- DNR Permit /DNR provided exemption letter/email for any work in or around waterways

Force Account Labor and Equipment

- Force Account Records & Summary or equivalent (sample FEMA forms)
- FEMA equipment rates or your established rates whichever is less

Direct Administrative Costs

- Log of date, employee name, activity, hourly rate

Attached are some documents to help you organize your information.

Please share with your potential applicants.

Thank you,

Angie Wynn | Disaster Recovery Coordinator
Homeland Security and Emergency Management
Minnesota Department of Public Safety
651-201-7496 | hsem.dps.mn.gov | [Follow DPS](#)



From: [Chris Muller](#)
To: jneft@paulbunyan.net; hardolfrenzel@yahoo.com; crok003@gmail.com; waplong@gmail.com; rberger@paulbunyan.net; westridgerob@hotmail.com; Bruce Hasbargen; nicholas.severson@state.mn.us; matt.boyer@state.mn.us; Turtle Lake Township Clerk; edie.evarts@state.mn.us; Lori Clark; Richard Moore; Christina Regas; jackpine@gvtel.com; Dan Carlson; jtnelson@mncable.net; Tobey Holthusen; duane.oothoudt@llpolice.org; Sherry Rutledge; Ron Eischens; waplong@gmail.com; rberger@paulbunyan.net; Michelle Anderson; Jack Williamson; Icehiltz@paulbunyan.net
Cc: [Jarrett Walton](#); [Ernie Beitel](#); [Tom Barry](#)
Subject: 2022 Flooding Update: Applicants preparing for a federal disaster
Date: Wednesday, July 6, 2022 4:11:37 PM
Attachments: [image001.png](#)
[1. Blank Damage Inventory form.xlsx](#)
[8. Procurement Under Public Assistance Brochure \[sept 2017\].pdf](#)
[9. Public Assistance Contracting Requirements Checklist.pdf](#)
[6. FEMA Contract Work Summary Record Template.xlsx](#)
[7. FEMA Rented Equipment Summary.xlsx](#)
[10. Emergency Debris Management.pdf](#)
[2. FEMA Force Account Labor Summary Template.xlsx](#)
[3. FEMA Applicants Benefit Calculation Worksheet Template.xlsx](#)
[4. FEMA Force Account Equipment Summary Record Template.xlsx](#)
[5. FEMA Material Summary Record Template.xlsx](#)

July 6th, 2022

I just wanted to provide everyone an update with where we are following this spring's flooding. It has been over two months since the rain started and the snow melted, and we are still awaiting a decision by FEMA for our Federal Disaster Declaration. We did receive an update from both the State Homeland Security and Emergency Management (HSEM) Director and the State Disaster Recovery Coordinator in the last week. The request is in the hands of FEMA now, and all indicators are we will meet our threshold for a major Federal Disaster Declaration. They expect an answer within the month of July. This process has been slowed by the prolonged nature of the flood and numerous other disasters that have occurred simultaneously within the state.

As we wait for the declaration to be granted and the subsequent FEMA Applicant Briefings, HSEM has forwarded me several documents, ten in total, for your preparation as applicants. This is the first time in my in my career they've had the Emergency Management tasked with the distribution of these forms to the county Emergency Management Director to disseminate. I reviewed the forms and they do seem laborious initially, but not all forms would apply to everyone. Complete what you can, and when we have the Applicant Briefing you can get assistance for what is incomplete or need clarification on. As we discussed in the Preliminary Damage Assessment, if you do not have established equipment rates, use the FEMA rates.

Where they are requesting GPS coordinates, the Beltrami County GIS department has robust and adequate maps that can give you the Lat/Lon as well as measurements on the interactive map. Follow the link below and click on Maps and Apps, then click on interactive map:

<https://gishub-beltramicounty.hub.arcgis.com/>

Many have provided me estimates, quotes and receipts. Please retain those as those will be used at the Applicant Briefing and those items go directly to HSEM and FEMA. Complete what you can as it will expedite the process when the Applicant Briefing is scheduled. Entities and jurisdictions that have not participated in the PDA but had damages are still eligible to apply, but they must be

present and prepared at the Applicant Briefing. If you have questions, let me know and I will connect you with someone at HSEM. I apologize for the lack of correspondence, but this is the first action we've really had since the PDA. I am also covering on a regular basis in the 911 Center due to crisis staffing shortages, so please expect delays.

I do not have contacts for everyone that might be needing this information from your jurisdiction, if you can please forward to the appropriate person.

Thank you,

-Chris

~Christopher S. Muller

Beltrami County Sheriff's Office

Emergency Services Director

Emergency Management | 911 | Communications

613 Minnesota Ave NW

Bemidji, MN 56601

ph.218.333.8386

[EXTERNAL]

Good Evening,

While we are waiting for 2 federal disaster declaration (April 22nd and May 8th -13th), the following information will be essential to assist HSEM and FEMA with formulation of your projects. When possible, designate one person to be responsible to ensure the gathering of this information.

Damage Inventory (form number 1)

- List each site individually (HSEM and FEMA will help to consolidate later)
- Accurate GPS Coordinates using decimal degrees (42.123456, -90.123456)
- GPS start and end coordinates for road damage more than 250 linear ft. **and/or** all sub-base repair, embankment repair or streambank restoration (GPS Start & Stop)
- Take photos of the damages and label site

Work to be Completed

- When possible, have an estimate prepared by contractor or
- Follow proper procurement

Debris Removal

- GPS Coordinates for debris pick-up locations & debris disposition sites (landfill, etc)
- Type and quantity of debris removed (unit of measure - CY)
- Debris removal from public lands or public right of way

Documents - to be prepared to provide to HSEM and FEMA (electronic format preferred)

- Legal Responsibility (if in question)
- FULL Insurance Documents (even if road work which is typically not covered)
- Procurement Policy (formal policy or statement of how you choose contractors)
- Labor payment policy (formal policy or documents indicating pay rates for employees)
- Fringe Benefits calculation (sample FEMA Form)
- DNR Permit /DNR provided exemption letter/email for any work in or around waterways

Force Account Labor and Equipment

- Force Account Records & Summary or equivalent (sample FEMA forms)
- FEMA equipment rates or your established rates whichever is less

Direct Administrative Costs

- Log of date, employee name, activity, hourly rate

Attached are some documents to help you organize your information.

Please share with your potential applicants.

Thank you,

Angie Wynn | Disaster Recovery Coordinator
Homeland Security and Emergency Management
Minnesota Department of Public Safety
651-201-7496 | hsem.dps.mn.gov | [Follow DPS](#)





CITY OF BLACKDUCK MINNESOTA
PRELIMINARY DAMAGE ASSESSMENT (PDA)
FOR FLOODING INCIDENT – APRIL 23, 2022

Listing of PDA City of Blackduck Assessment
of damage due to flooding incident of April 23, 2022

Point of Contact –

Christina Regas, City Administrator
PO Box 380 Blackduck, MN 56630
218-835-4803
Christina.regas@blackduckmn.com

Documentation of debris removal/activity and estimates of cost of materials and labor per incident(s):

Incident #1: Main City Lift station @ maximum capacity

Public Works employee(s) labor to response – 16 OT hours total cost = \$658.08

Incident #2: Wash out to culvert and 3 areas of road to Irrigation Fields

Public works employee(s) labor to activity – 8 hours = cost \$219.36

Materials – 12 yards of gravel - \$180.00

City equipment used – backhoe and dump truck

New Culvert - \$260 (20- x 12")

Incident #3: 3rd Street Se & Railroad Ave. washout (*Temporary Fix additional infrastructure damage*)

Due to grade and 2021-22 repair to frozen water main combined with storm:

1. Manhole overflowed and water made its way into water main repair
2. Intersection flooded
3. Potential separation of storm due to water infiltration
4. Intersection will need further repair to storm drain

Public works employee(s) labor to response – 3 OT hours total cost = \$123.39

Materials – 15-25 yards of gravel = \$375

City equipment used – backhoe and dump truck

Beltrami County Steam Machine called in to thaw storm still frozen

Incident #4: Oscar Avenue NW washout

Public works employee(s) labor to response – 4 OT hours total cost = \$164.52

Materials – 3 yards of gravel - \$45.00

City equipment used – backhoe and dump truck

NOTE: temporary fix only – need to install new culvert and material to hold road



CITY OF BLACKDUCK MINNESOTA

PRELIMINARY DAMAGE ASSESSMENT (PDA)

FOR FLOODING INCIDENT – APRIL 23, 2022

Incident #5: Railroad Avenue SE underwater due to storm sewer over run

Standing water and frost in road caused washout quicker

No repairs completed at this time – Will need:

1. 15-25 yards of gravel = \$375
2. Public Works employee(s) labor to repairs - 8 hours total cost = \$219.36

Incident #6: Cedar Avenue – washout to alley & washout to drainage area

Public works employee(s) labor to response - 3 hours total cost = \$82.26

Materials – 10 yards gravel + 4 yards black dirt + grass seed = \$150-\$200

Incident #7: Pine Tree Park Campground & Blackduck Beach Erosion to roads & infrastructure

1. Beach erosion
 - a. Materials – 24 yards of sand = \$240
 - b. Public works employee(s) labor to response – estimate 5 hours total cost \$137.10
2. Beach Road Erosion
 - a. Public works employee(s) labor to repairs – estimate 5 hours total cost \$137.10
 - b. Materials – estimated 15-20 yards crushed granite = \$
3. Drainage Ditch Beach and Campground – blocked by debris
 - a. Public works employee(s) labor to response – estimate 2 hours total cost \$54.84
 - b. Use of City equipment
 - c. No materials
4. Restrooms / dump station / out houses – Water pumping services – flooded by ground water
 - a. Service by licensed contractor – cost per service = \$100.00 = \$500.00
5. Main Access Road to Campground Erosion
 - a. Public Works employee(s) labor to response – 8 hours total cost \$219.36
 - b. Materials – 12 yards rock + 12 yards of gravel - \$720
 - i. Additional repairs require up to 60 yards gravel + 20 yards rock for long-term repair = \$1800

Incident #8: Blackduck Golf Course Erosion & Club house damage

1. Erosion to #1 Cart Path and Tee box area – Coborn Creek Flooding
 - a. Cost assessments not estimated at this time
2. Drainage Pipe on Green #2 that flows under CSAH30 to Pine Tree Park separated and lifted
 - a. Cost assessments not estimated at this time
3. Club house men's restroom flooding due to water runoff from downspout and gutter overflow
 - a. Cost assessments not estimated at this time – repairs to men's room completed by staff



CITY OF BLACKDUCK MINNESOTA
PRELIMIARY DAMAGE ASSESSMENT (PDA)
FOR FLOODING INCIDENT – APRIL 23, 2022

Materials and Labor Estimates for City of Blackduck:

At time of flooding incident City of Blackduck paid:

1. \$45/yard for rock
2. \$15/yard for gravel
3. \$41.13/hour for payroll to public works staff OT rate & \$27.42/hour Non-OT rate
4. \$4.93 /gallon for fuel for equipment to complete repairs

Total costs incurred to date = \$3,546.97

Uncompleted repairs needing = \$2,725.80

Total current paid & yet to complete = \$6,272.77

Golf Course & 3rd Street SE / Railroad Ave infrastructure repairs need cost estimating

PDA Photos and Maps of Areas Affected supplied as attachments



















These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Blackduck Map

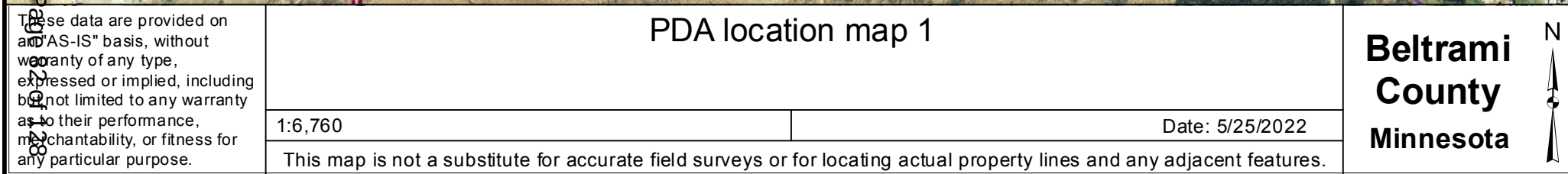
1:27,042

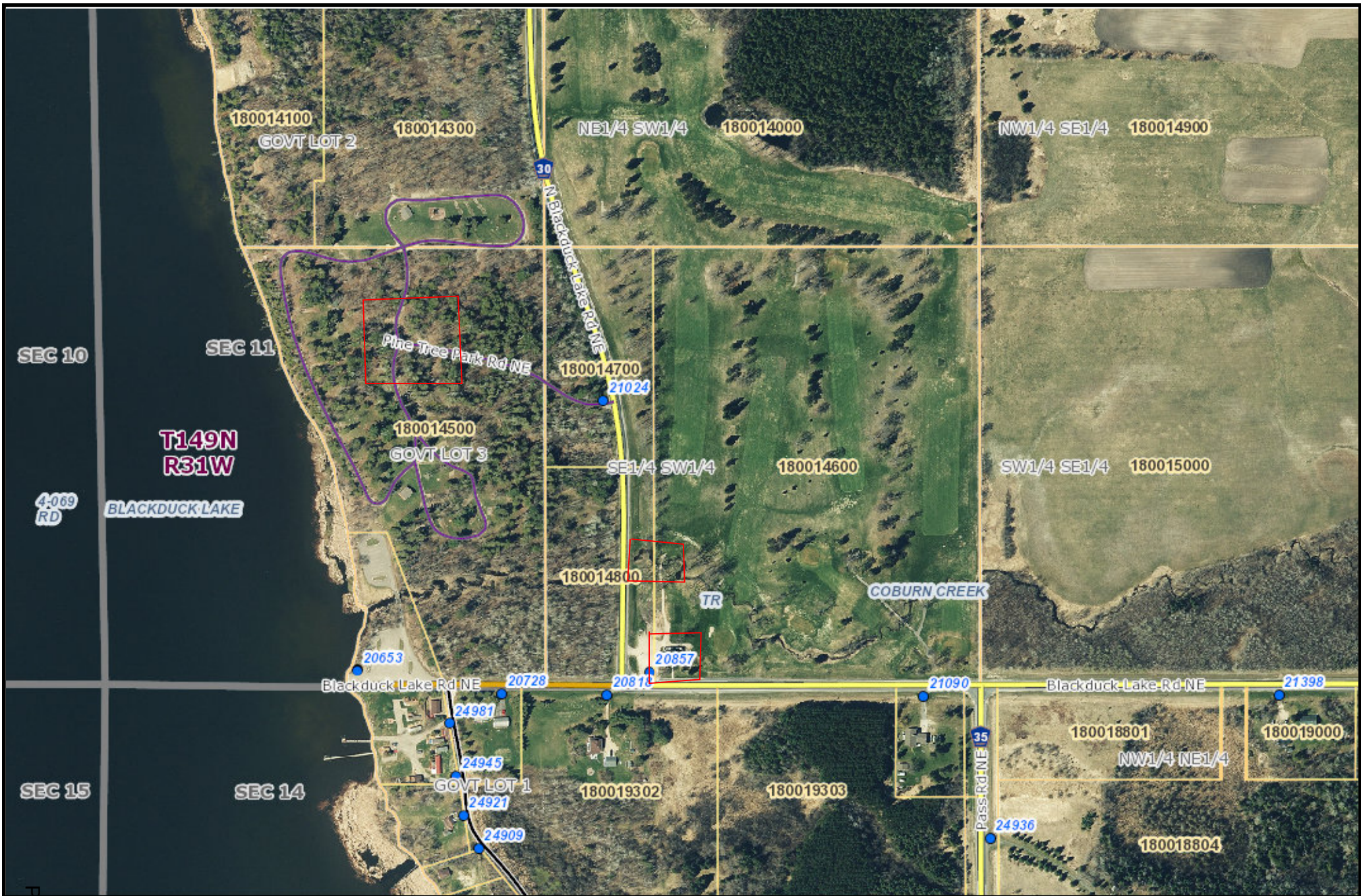
Date: 5/25/2022

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

**Beltrami
County
Minnesota**







These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

PDA location map 3

1:6,760

Date: 5/25/2022

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

**Beltrami
County
Minnesota**





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

PDA location map 4

1:6,760

Date: 5/25/2022

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

**Beltrami
County
Minnesota**





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

PDA location map 5

1:6,760

Date: 5/25/2022

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

**Beltrami
County
Minnesota**





BLACKDUCK PERSONNEL COMMITTEE

TUESDAY, JULY 19, 2022 @ 2PM

MEETING MINUTES

CALL TO ORDER: The City of Blackduck Personnel Committee met in a scheduled meeting at the City Hall at 2:00pm on July 19, 2022.

Roll Call

Committee Members present: Public Works Director Mike Schwanke, Councilor Donald Johnson, Director of Liquor Operations Shawnda Lahr, and City Administrator Christina Regas

Committee Members Absent: none

The meeting was called to order at 2:00pm the Pledge of Allegiance was not recited. Topics covered in the personnel meeting were as follows:

OLD BUSINESS:

1. Hiring Process Update for:
 - a. Police Chief – Regas reported receiving no new applications for this position.

NEW BUSINESS:

1. 2022 Liquor Store department(s) payroll budget – Committee members discussed YTD wages expenses to budget & potential options for reducing expenses for the liquor store. Members discussed in detail staffing and shifts in each department of the liquor store and the hours needed to run the respective departments. Regas reported to the committee the total number of hours worked vs. budgeted and how the department was overspent hours YTD without the vacation use of 2 full-time employees. Lahr reported and was confident the department could cut shifts in several areas and move start times of shift to reduce operating hours and not affect the customer experience. After much discussion the committee strongly agreed that the three departments could reduce hours to assist with payroll spending. Committee members agreed to continue to keep pace with the current full-time staffing although it is an additional payroll expense; and revisit where the budget and spending is after August. Committee members will report to the City Council at the July work session the following:
 - a. Liquor Store will reduce 50 scheduled hours per week in August.
 - b. Liquor Store will change shifts to accommodate the reduction in hours.
 - c. Committee will meet 2nd week in September to review payroll expenses after August. Date still to be set.
2. LMCIT WC Claim 460782 – Jace Grangruth v. City of Blackduck – Regas reported a recent claim against the City of Blackduck for workers compensation and stated the LMCIT has assigned legal representation to defend the case. Nothing further at this time.
3. LMC WC 472268 – Chris Brown – Schwanke reported on the status of Brown and potential return-to-work date on light-duty if allowed by surgeon. Schwanke stated that decision would not be reported until after July 29, 2022. Nothing further at this time.
4. No other new business discussed.



BLACKDUCK PERSONNEL COMMITTEE

TUESDAY, JULY 19, 2022 @ 2PM

MEETING MINUTES

ADJOURN – Committee adjourned their meeting at 3:45pm.

Christina Regas, City Administrator

Maxwell Gullette, Mayor



ECKBERG
LAMMERS
ATTORNEYS AT LAW

Impact of New Cannabis Legislation on Minnesota Municipalities

Chris Nelson, Lida Bannink, Annaliese McCahery, and Christina Benson

Cannabis, Legally

- Marijuana
 - M.S. 152.01, Subd. 9: all parts of the plant of any species of the genus Cannabis and its derivatives, but not including hemp.
- Hemp
 - M.S. 18k.02, Subd. 3: “‘Industrial hemp’ means the plant Cannabis sativa L. and any part of the plant, whether growing or not, including the plant's seeds, and all the plant's derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis. Industrial hemp is not marijuana as defined in section 152.01, subdivision 9.”
- Tetrahydrocannabinols (THC) occur naturally in all types of cannabis – marijuana and hemp. Delta-9 THC is the psychoactive ingredient in marijuana which causes a high. Delta-9 THC occurs in hemp, just in much lower concentration.
- Delta-9 THC quantity is legal distinction between marijuana and hemp.

What happened?!?

- Federal and State law changes
- In 2018, hemp was removed from the Federal controlled substances act.
 - Delta-9 concentration is key distinction in federal law between Marijuana and Hemp
- Prior State law: non-intoxicating, hemp-derived cannabinoid products can be sold for human consumption if certain requirements are met.
- Results of old law – largely unregulated industry, in which supposedly non-intoxicating cannabis products (such as Delta-8 THC products) sold in unrestricted manner. HOWEVER, all hemp-derived THC remained a state level controlled substance.
- Minnesota passed significant revisions to its cannabis laws, effective July 1, 2022
- New law: edible cannabinoid products, which can contain Delta-9 THC, can be sold.

Results of New Law

- Minn. Stat. § 151.72
- Express authority to sell Delta-9 THC cannabinoid products.
- Limits sale of Delta-8 products – MN law is more restrictive than federal law.
- Sale of edible cannabinoid products expressly permitted to persons over 21 years old, with certain conditions.
- Dose regulations – edible products cannot contain more than 5 mg of any THC per edible, 50 mg of any THC per package (No limit on # packages that can be purchased).
- THC that meets definition of Hemp removed from controlled substances list (again, concentration of Delta-9 THC is the key).

New law seeks to avoid this...



So, what's the problem

- Sales of edible cannabinoids are barely regulated.
- There are the dose, packaging, and age requirements, but there are virtually no other regulations on sale.
- At present, any business can sell edible cannabinoids.
 - Gas stations, grocery stores, coffee shops, vending machines, etc.
- No state-level licensing.

Falls to Municipalities to regulate

- Cities can adopt licensing regimes and zoning ordinance amendments to regulate sales of edible cannabinoids.
- Licensing a much easier, more effective option for regulation.
 - Provides ability for enforcement if state-level regulations or local licensing regulations are violated.
 - Readily available model – Tobacco licensing
- What could a City include as part of licensure requirements?
 - Qualifications for license holder
 - Limit total number of licenses available and/or number of licenses single individual or entity may have
 - Inspections and testing requirements
 - Limitations on where sold and how sold
 - Other conditions, such as display of products



Employment Considerations

Current Minnesota Statute

Subd. 3. Discrimination prohibited.

(c) Unless a failure to do so would violate federal law or regulations or cause an employer to lose a monetary or licensing-related benefit under federal law or regulations, an employer [may not discriminate against a person](#) in hiring, termination, or any term or condition of employment, or otherwise penalize a person, if the discrimination is [based upon either of the following](#):

- (1) the person's status as a patient enrolled in the registry program under sections [152.22](#) to [152.37](#); or
- (2) a patient's [positive drug test for cannabis components or metabolites, unless the patient used, possessed, or was impaired by medical cannabis on the premises of the place of employment or during the hours of employment.](#)

(d) An employee who is required to undergo employer drug testing pursuant to section [181.953](#) may present verification of enrollment in the patient registry as part of the employee's explanation under section [181.953, subdivision 6](#).



Drug Policies & Testing

Options

1: Outright Prohibition
for all staff

2: Outright prohibition for any
employees subject to DOT
requirements + Prohibition of
use, possession, or impairment
at work

Considerations

Technology

- Urine Test Accuracy
- Edibles Testing Requirements

Legal Liability

- pre-employment screening
- Random drug testing

Employment Shortage

- Tight Labor Market
- Employer Policy Trends Unknown

Technology

- Urine Test Accuracy
- Edibles Testing Requirements



MayoACCESS | MayoLINK

Register | My Dashboard

TEST CATALOG

ORDERING & RESULTS

SPECIMEN HANDLING

CUSTOMER SERVICE

EDUCATION & INSIGHTS



CONTACT



SEARCH

Approximate Detection Times

Marijuana/Cannabis (THC-COOH)	LOQ (ng/mL)	Detection Time* up to
Single Use	3	3 days
Moderate Use (4 times per week)		5 days
Heavy Use (daily)		10 days
Chronic Heavy Use		30 days

**These are approximate detection times for the drug or metabolites in urine. The actual detection time depends on dose, frequency of use, and individual metabolism.*

MAYO CLINIC

ABOUT US

CONTACT US

FAQ

POLICIES & TERMS

JOBS

QUALITY

BIOPHARMA

CARDIOVASCULAR SERVICES

SITE MAP

SIGN OUT



© 1995–2022 Mayo Foundation for Medical Education and Research. All Rights Reserved.



Considerations

Technology

- Urine Test Accuracy
- Edibles Testing Requirements

Legal Liability

- pre-employment screening
- Random drug testing

Employment Shortage

- Tight Labor Market
- Employer Policy Trends Unknown

Considerations

Technology

- Urine Test Accuracy
- Edibles Testing Requirements

Legal Liability

- pre-employment screening
- Random drug testing

Employment Shortage

- Tight Labor Market
- Employer Policy Trends Unknown

Employment Shortage

- Tight Labor Market
- Employer Policy Trends Unknown



[Labor Market Information](#)

[Data Home](#)

[Employment Outlook Home](#)

Employment Outlook

[Start New Search](#)

[Download Data](#)

Long-Term Occupation Projections

Click column headings to sort data.

Minnesota

SOC Code	Occupation	Estimated Employment 2020	Projected Employment 2030	Percent Change 2020 - 2030	Numeric Change 2020 - 2030	2020 - 2030 Labor Market Exit Openings*	2020 - 2030 Occupational Transfer Openings*	2020 - 2030 Total Openings**
000000	Total, All Occupations	2,975,300	3,145,200	5.7%	169,900	1,299,528	1,971,764	3,441,192

Considerations

Technology

- Urine Test Accuracy
- Edibles Testing Requirements

Legal Liability

- pre-employment screening
- Random drug testing

Employment Shortage

- Tight Labor Market
- Employer Policy Trends Unknown

Personnel Policy Changes

The League of MN Cities has updated their Non-DOT drug testing policies and intends to update their template personnel policy manual shortly as well.

- Remove "control substance" and replace more broadly with "drug"
- Update definition of drug
- Add references to Federal Law, perhaps remove (some) references to Minnesota Law



Policy Language

Drug:

Includes any “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4, and also includes [all cannabinoids, including those that are lawfully available for public consumption](#) that do not otherwise qualify as being a “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4.

Use and Possession of Alcohol or Drug(s):

Likewise, the fact that cannabinoids may be lawfully purchased and consumed in some circumstances does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use in certain circumstances. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug and alcohol testing policy. And employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

Remote Work Policy

City Employment Policy and Benefits Coverage

The City's normal policies and procedures (for example, computer use, data practices, respectful workplace, outside employment, drug and alcohol, etc.) apply to employees working remotely. Employees should ask their supervisors if they have any questions about whether or how a particular city policy applies to a remote work environment.



What if a council member uses,
possess, or is impaired by cannabis at
city hall? During a meeting?



Prosecution Considerations

New Legislation and Criminal Law

- Elements
 - Consumable
 - Does not contain more than 0.3 percent THC (5mg per serving or 50mg per package)
 - Over 21 years of age
 - Labelling requirements
- What hasn't changed?
- How is it enforced?

Additional Questions?

Lida Bannink:

lbannink@eckbergglammers.com

651-351-2116

Chris Nelson:

cnelson@eckbergglammers.com

651-351-2134

Annie McCahery:

amccahery@eckbergglammers.com

651-351-2137

Christina Benson

cbenson@eckbergglammers.com

651-351-2125

Stillwater Office

1809 Northwestern Avenue

Stillwater, MN 55082

Phone: 651-439-2878

Fax: 651-439-2923

Hudson Office

430 Second Street

Hudson, WI 54016

Phone: 715-386-3733

Fax: 715-386-6456

www.eckbergglammers.com



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-DOT EMPLOYEES
UPDATED: AUGUST 8/2022

In accordance with Federal Law, the City of Blackduck has adopted the following policy on drugs in the workplace. The City may request or require an employee or a job applicant to undergo drug and alcohol testing in accordance with M.S. 181.950-181.957.

Policy Statement

All employees are strictly prohibited from using, possessing, selling, or transferring drugs or alcohol while working or while on City premises or while operating City vehicles, machinery or equipment. “Drugs” are defined under M.S. 152.01. Prescription drugs being administered under a physician’s order are exempt from the statement above prohibiting use of drugs in the workplace as long as they are being used for the purpose prescribed and not given or sold to others.

Commented [CR1]: Subdivision 4.

Purpose and Objectives

The city of Blackduck has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The city of Blackduck does not intend to intrude into the private lives of its employees, but strongly believes that a drug- and alcohol-free workplace is in the best interest of employees and the public alike. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of city property. The city of Blackduck’s Drug and Alcohol Testing Non-DOT policy has been established for the purpose of providing a safe workplace for all.

Commented [CR2]: Language from LMC model policy

To ensure the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and to comply with state law, employees and applicants are required to review this policy and sign the “policy acknowledgement.” A job applicant will also acknowledge in this form that he/she understands that passing the drug test is a requirement of the job.

Definitions

Alcohol-- means ethyl alcohol.

Commented [CR3]: Means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol

Alcohol use or usage: Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Commented [CR4]: Language from LMC model policy

Applicant: Means a person applying for a job with the city.

Commented [CR5]: Language from LMC model policy

City: Means the city of Blackduck.

Commented [CR6]: Language from LMC model policy

City premises: Means, but is not limited to, all city job sites and work areas. For the purposes of this policy, city premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the city.

Commented [CR7]: Language from LMC model policy



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-DOT EMPLOYEES
UPDATED: AUGUST 8/2022

City vehicle: Means any vehicle which employees are authorized to use solely for city business when used at any time; or any vehicle owned or leased by the city when used for city business.

Commented [CR8]: Language from LMC model policy

Collection site: Means a place designated by the city where job applicants and employees present themselves for the purpose of providing a specimen of their breath, urine, and/or blood to be analyzed for the presence of drugs and alcohol.

Commented [CR9]: Language from LMC model policy

Confirmatory Test/Confirmatory Retest--~~a drug and/or alcohol completed on the sample that was positive on the initial screening test, and that uses a method of analysis under Minnesota Statute, as being reliable for providing specific data as to the drugs, alcohol or their metabolites.~~

Commented [CR10]: Means a drug and/or alcohol test on a sample to substantiate the results of a prior drug and/or alcohol test on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Drug--~~a controlled substance as defined in Minnesota Statutes, Section 152.01, subd. 4.~~

Drug and alcohol testing-- "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. 181.953, Subd. 1 for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

Commented [CR11]: Includes any "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4.

Drug paraphernalia-- has the meaning set forth in: Minnesota Statutes 152.01, Subd.18.

Employee: Means a person who performs services for compensation for the city and includes independent contractors except where specifically noted in this policy.

Commented [CR12]: Language from LMC model policy

Initial Screening Test--~~a drug or alcohol test that can detect the presumptive presence of a drug, drug metabolite, or alcohol in a sample.~~

Commented [CR13]: uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Job applicant-- a person, who applies to become an employee of the City of Blackduck, and includes a person who has received a job offer made contingent on the person passing drug and alcohol testing.

Positive test result-- a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in the levels contained in the standards of one of the programs listed in Minn. Stat. 181.953, Subd. 1.

Reasonable Suspicion--a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Safety Sensitive--a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

Non-exhaustive examples of safety sensitive positions are where a brief lapse in judgment would endanger lives, such as a nurse or driver/equipment operator or individuals who transport clients; a position that carries a firearm, such as a police officer; and positions which involve drug interdiction.



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-Dot EMPLOYEES
UPDATED: AUGUST 8/2022

- a. Safety-sensitive employees who use “medical marijuana” under state law must report this use to their supervisor or human resources, so that the City may analyze the potential safety risk. The City will comply with applicable state laws with regard to the use of “medical marijuana” to the extent that those laws impose any obligations on employers and to the extent that safety is not compromised.

Sample--a body component sample, i.e.; urine, blood, and/or breath that is appropriate for drug and alcohol testing.

Under the influence-- having the presence of a drug or alcohol at or above the level of a positive test result.

Valid Medical Reason--(1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes Section 152.11, and names the applicant or employee as the person for whose use the prescription is intended; and (2) the drug was prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statutes 152.12 and (3) the drug was used in accordance with the terms of the prescription.

City Rules

Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the City’s intent and obligation to provide a drug-free, safe and secure work environment.

The unlawful manufacture, distribution, possession, or use of a controlled substance on City property or while conducting City business is absolutely prohibited. Police officers are excluded from this rule under the normal scope and course of their duties. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.

Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting City business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988

Persons Subject to Testing and Circumstances Under Which Testing May Be Required

Under this policy, the city may test any applicant to whom an offer of employment has been made and may test any employee for alcohol and/or drugs under any of the following circumstances with a properly accredited or licensed testing laboratory, in accordance with Minn. Stat. § 181.953, subd. 1

Commented [CR14]: Means (1) the employee tests positive for alcohol or drugs, or (2) the employee’s actions, appearance, speech, and/or bodily odors reasonably cause the city to conclude that the employee is impaired because of illegal drug use or alcohol use.

Commented [CR15]: Language from LMC model policy



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-Dot EMPLOYEES
UPDATED: AUGUST 8/2022

Types of Testing

1. Pre-Employment Testing: Every job applicant offered employment with the city receives the offer conditioned upon successful completion of an alcohol and/or drug test, among other conditions. If the job offer is withdrawn based on alcohol and/or drug test results, the city will inform the applicant of the reasons for the withdrawal. A failure of the alcohol and/or drug test, a refusal to take the test, or failure to meet other conditions of the offer will result in a withdrawal of the offer of employment even if the applicant's provisional employment has begun. A negative or positive dilute test result (following a second collection), which has been confirmed, will also result in immediate withdrawal of an offer of employment to an applicant. Temporary and seasonal employees are also subject to this policy.

Commented [CR16]: Language from LMC model policy

Commented [CR17]: Language from LMC model policy

2. Reasonable Suspicion Testing--The City **may** require an employee to undergo drug and alcohol testing if the City has a reasonable suspicion of alcohol or drug use and when:

- a. The employee is reported by a department head, supervisor, or co-worker to be under the influence of drugs or alcohol while involved in work-related activities (such report can be made to the city council).
- b. The employee has violated provisions of the City's policy regarding the use, possession, sale or transfer of drugs or alcohol while the employee is working or on City premises or operating City equipment, as stated in the "Policy Statement".
- c. Suspicious behavior has resulted in a personal injury to the employee or injury to another employee, client, or citizen while involved in work-related activities, or

The City **shall** require an employee to undergo drug and alcohol testing when:

- d. Suspicious behavior has resulted in a work-related accident as defined which may include:

Near Miss--Accident or incident which did not result in bodily injury to an employee or property loss to the City, but had a potential or severe injury, fatality, major property loss, or major liability claim.

Hazard--Situation which could result in potential harm or injury to persons or property.

Incident--Occurrences, including injuries or suspected injuries and/or property damage that may result in liability to the City. This category includes claims presented by the general public.

City-Owned Vehicle Accident--Accident involving a City-owned or leased vehicle operated by a City employee.



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-Dot EMPLOYEES
UPDATED: AUGUST 8/2022

City Property Loss--City property loss or damage caused by fire, theft, vandalism, weather, etc. This includes: vehicles, buildings, equipment and tools.

3. Treatment Program Testing--Any employee who has been referred by the City for chemical dependency evaluation or treatment or who is participating in such a treatment program may be required to undergo drug and alcohol testing during the evaluation or treatment period, and for two (2) years after the completion of treatment. No prior notice of testing need be given to the employee.

Right of Refusal:

Employees and job applicants have the right to refuse to submit to an alcohol and/or drug test under this policy. However, such a refusal will subject an employee to immediate termination. If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn.

Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug and/or alcohol test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

Refusal on Religious Grounds:

An employee or job applicant who, on religious grounds, refuses to undergo drug and/or alcohol testing of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug and/or alcohol testing of a urine sample.

Cost of Required Testing:

The city will pay for the cost of all drug and/or alcohol testing requested or required of all job applicants and employees, except for confirmatory retests. Job applicants and employees are responsible for paying for all costs associated with any requested confirmatory retests.

Commented [CR18]: Language from LMC model policy

Testing Procedures

1. In most cases, samples taken for drug testing will involve the taking of urine for analysis.
2. All drug and alcohol testing will be conducted by the official City designated laboratory in compliance with Minnesota State Law.
3. Prior to testing, the employee or job applicant will complete a form which indicates that the employee or applicant has seen the City's testing policy and the sample collection site will request information relevant to the reliability of the test, including medications being taken.



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-Dot EMPLOYEES
UPDATED: AUGUST 8/2022

4. Within three (3) working days of receiving the test results, the City will inform, in writing, the employee or job applicant of the results.
5. The employee may request from the City a copy of the actual test result report.
6. If an initial test produces a positive result, the City may direct the laboratory to run a confirmatory test of the original sample.
7. An employee or applicant may request a confirmatory retest of the original sample, at the expense of the employee or applicant.
8. If an employee or applicant intends to obtain a confirmatory retest, the employee or applicant must so notify the City in writing within five (5) working days of receipt by the employee or applicant of the positive confirmatory test result. Within three (3) working days of receiving this notice, the City will notify the laboratory to retest the original sample.
9. Chain of Custody--All samples will be taken at the City designated collection site or clinic using generally accepted medical practices. Collection kits, sample identification, transferring of samples from the collection site to the testing laboratory and testing procedures will be in accordance with those prescribed by the testing laboratory as defined by M. S. 181.953.

Rights of Employees and Job Applicants

1. Any job applicant may refuse to undergo testing. If a job applicant refuses to undergo testing, the applicant's conditional offer of employment will be withdrawn.

If required by the City, any employee who refuses to undergo testing will be charged with insubordination and subject to disciplinary action including dismissal unless the employee can prove to the satisfaction of the City that there are extenuating circumstances (see Appeals Procedure as described in this policy).

A refusal to undergo a blood test based on religious grounds shall not be deemed a refusal unless the individual also refuses to provide a urine sample to be tested for drugs and alcohol. Attempts to delay the taking of the test, or failure to take the test at the appointed time and place designated by the City will be considered a refusal to test.

2. Any employee or job applicant may submit to the City any information to explain a positive confirmatory test result.
3. The employee or job applicant may request a copy of the test result report from the City.
4. Any employee or job applicant may request a confirmatory retest of the original sample at the expense of the employee or job applicant.



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-Dot EMPLOYEES
UPDATED: AUGUST 8/2022

5. If possible and if time permits, a supervisor may discuss the employee's behavior or cause of suspicion of alcohol or drug use with another supervisor to prior to requiring the employee to undergo a drug or alcohol test.
6. No retaliation will occur against any employee who reports another employee for suspicion of alcohol or drug use on the job when behavior or other actions support such a suspicion.

Personnel Action(s) Resulting From Positive Test Result

1. No adverse personnel action will be taken on the basis of a positive test result on an initial screening test unless the positive result is verified by a confirmatory test.
2. Where there has been a positive test result in a confirmatory test, or in any confirmatory retest requested by the applicant or employee, the City of Blackduck will take the following action unless the applicant or employee has furnished a valid medical reason for the positive test result.
 - a. An applicant who is a finalist for a position with the City will be disqualified from further consideration for the conditionally offered position.
 - b. An employee with a positive test result on the first occurrence may be disciplined but not discharged and will be referred for an evaluation by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If the evaluation determines that the employee has a chemical dependency problem, the City will give the employee an opportunity to participate in an appropriate drug or alcohol treatment (counseling or rehabilitation) program, at employee's own expense.

Where the employee has a positive test result within two following years following completion of an employer-referred treatment program, the City may take whatever disciplinary action, including discharge, if deemed appropriate.

If the employee either refuses to participate in the counseling or rehabilitation program, or fails to successfully complete the program, as evidenced by withdrawal from the program before its completion or by poor attendance or lack of active participation (as determined by treatment program staff) during the program, the City may take whatever disciplinary action, including discharge, deemed appropriate. If the employee is not discharged, the employee will be subject to without prior notice testing for a period of two (2) years pursuant to Section **"Types of Testing"** #2 of this policy.

Notwithstanding any other provisions herein, the Department Head, after consultation with the City Attorney, may temporarily suspend, with or without pay, or reassign an employee to another position pending the outcome of a confirmatory test and any confirmatory retest if requested by the employee provided the department head and the City Attorney believes such action is in the best interests of the City.



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-DOT EMPLOYEES
UPDATED: AUGUST 8/2022

Notwithstanding any other provisions herein, an employee may be disciplined or discharged from employment for conduct which is in violation of the City personnel rules and regulations even though the conduct was associated with a violation of this policy.

Prohibition against Drugs and Alcohol

Use and Possession of Alcohol or Drug(s):

Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, or drug paraphernalia while on duty; is on city premises; while operating any city vehicle, machinery, or equipment; or when performing any city business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter drugs used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the city or while “on call” and subject to return to work. Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. Likewise, the fact that cannabinoids may be lawfully purchased and consumed in some circumstances does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use in certain circumstances. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug and alcohol testing policy. And employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

While Impaired of Alcohol or Drug(s):

Employees are prohibited from being under the influence of alcohol or drugs or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the city’s premises; while operating any city vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter drug used as intended by the manufacturer.

Driving While Impaired:

A conviction of driving while impaired in a city-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting city business, may result in discipline, up to and including discharge.

Criminal Drug Convictions:

Any employee convicted of any criminal drug statute must notify his or her supervisor *[and the city’s City Administrator]* in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a drug-related conviction, the city will take appropriate personnel action against the employee up to and including discharge or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program as an alternative to termination. In the event notice is not



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-Dot EMPLOYEES
UPDATED: AUGUST 8/2022

provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the city is receiving federal grants or contracts of over \$25,000, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Failure to Disclose Lawful Drugs:

Employees taking a lawful drug, including prescription and over-the-counter drugs, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

Commented [CR19]: Language from LMC Model Policy

Appeals Procedures

Disciplinary actions taken pursuant to this drug and alcohol testing policy are subject to appeal pursuant to the procedures established in the City of Blackduck Personnel Policy or any applicable collective bargaining agreement, but not both. Veterans shall be treated in accordance with Minnesota Statutes 197.46.

Policy Exceptions

Nothing in this policy limits or restricts the right of the City to discipline or discharge an employee for conduct which violates the City of Blackduck Personnel Policy or departmental policy work rules that are consistent with the Personnel Policy.

Nothing in this policy limits or restricts the right of the City to establish, or negotiate where required other provisions which are in compliance and State and Federal statutes or requirements.

Date Practices

Pursuant to M.S. 181.954, drug testing data collected is private data on individuals and will only be disclosed subject to the provisions of the Minnesota Data Practices Act.

Test Reports

Test reports shall be retained on file in the Confidential Medical Files in the City Clerks Files.

Supplemental Policies

City departments may promulgate supplemental policies which are not conflict with this policy, including prohibiting the use or consumption of alcohol and/or controlled substances within a specified time period before the commencement of work. Such policies shall be restricted to employees involved in sensitive security, treatment, or equipment operation and written notice must



CITY OF BLACKDUCK
DRUG & ALCOHOL TESTING & DRUG-FREE WORKPLACE
ACT POLICY FOR NON-Dot EMPLOYEES
UPDATED: AUGUST 8/2022

be disseminated to all affected employees. Further, Policies may be adopted only after meet and confer sessions are held with exclusive representatives and consultation with the City Council.

Job Applicant/Employee Signature Date

STATE OF MINNESOTA JOINT POWERS AGREEMENT AUTHORIZED AGENCY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Blackduck on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

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

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief John Wilkinson, PO Box 380, Blackduck, MN 56630, (218) 835-4842, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

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

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

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

1. AGENCY

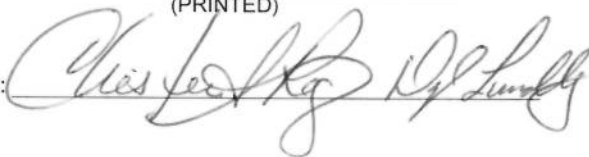
Name: John Wilkinson
(PRINTED)

Signed: 

Title: Chief of Police of Blackduck, MN
(with delegated authority)

Date: 3/07/16

Name: Christina Regas
(PRINTED)

Signed: 

Title: City Administrator, City of Blackduck, MN
(with delegated authority)

Date: 3/7/2016

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____



CITY OF BLACKDUCK

RESOLUTION NO: 2016-10

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF BLACKDUCK, MINNESOTA ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Blackduck, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Blackduck, Minnesota on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police, John Wilkinson, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

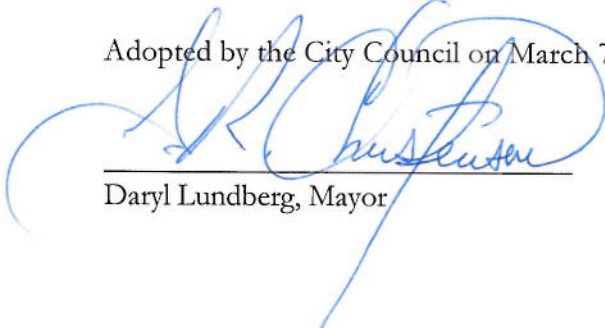
To assist the Authorized Representative with the administration of the agreement, Christina Regas is appointed as the Authorized Representative's designee.

3. That the County Attorney, Annie Claesson-Huseby, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

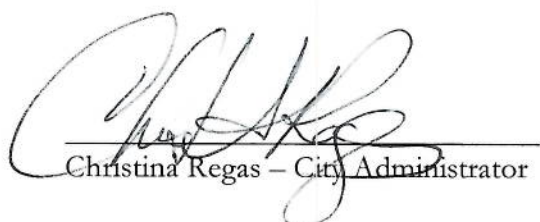
To assist the Authorized Representative with the administration of the agreement, Christina Regas is appointed as the Authorized Representative's designee.

4. That Daryl Lundberg, the Mayor for the City of Blackduck, and Christina Regas, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the City Council on March 7th, 2016



Daryl Lundberg, Mayor



Christina Regas - City Administrator