



AGENDA

Blackduck City Council - Work Session Meeting

7:00 PM - Monday, August 22, 2022
City Hall, 8 Summit Drive, Blackduck MN

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1. CALL TO ORDER	
a. Roll Call	
b. Pledge of Allegiance	
2. APPROVAL OF AGENDA	
3. OLD BUSINESS	
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2022-08-12 Progress Meeting #5 Minutes	
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c. City Sales Tax	
d. Kitchigami Regional Library Capital Appropriation Project - Updates & Resolution Draft to consider September 6, 2022	23 - 28
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PDA 04232022 City of Blackduck full file	
1. Blank Damage Inventory form	
4. NEW BUSINESS	
a. City of Blackduck Police Department - Avoiding Racial Profiling Policy - POST Board required language revisions	57 - 58
AVOIDING RACIAL PROFILING MODEL POLICY 9062022	

b. Your HomeTown Hemp Company -

5. ADJOURNMENT

Field Report

Project Title: Combined Maintenance and Police Facility

Project Number: 2020-11912

Field Report #: 05

Date: August 12, 2022

Time: 11:10 am – 11:46 am

Weather: Cloudy

Temp. Range: 60 - 67

Contractors on site: No crews on site

Observation:

1. The exterior metal wall panel is completely installed, including the canopies.
2. The exterior windows are all installed.
3. The wolminized LVL at the “lean-to” header is in place.
 - a. The metal wall panel is pictured framed as indicated in the drawings.
4. The underground plumbing and electrical is installed.
5. The floor vapor retarder and rigid insulation is in place.
6. The floor reinforcement is in place.
 - a. The spacing and size as indicated in the drawings.
 - b. Concrete brick pieces are installed to hold the reinforcement up.
 - c. The dowels are in place at all door openings.
 - i. The spacing and size as indicated in the drawings.
 - d. The floor area at the shower locations is formed to be poured separately.
7. The Contractor installed the trench drain’s concrete base earlier with the vertical bars as indicated in the drawings, also provided 90-degree bent bars to tie the vertical bars to the floor bars as directed earlier.
8. The floor heat tubing is in place as indicated in the drawings and stapled to the rigid insulation.
 - a. The tubing is capped with a pressure gage at each heating zone.
9. Photos were taken of the entire site and building area.

Information or Action Required:

1. None currently.

Reported By: Todd Skyberg
Architectural Technician

Attachment: (4) construction photos





PROGRESS MEETING #5

August 12, 2022

Re: Combined Maintenance and Police Facility

Subject: Meeting Minutes

Attendees: Christina Regas, City Administrator
Mike Schwanke, Public Works Director
Ron Fredrickson, City Councilor
Clay Witkofsky, 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. The Owner's vehicle lift coordination.

- 1.1.1. The Owner will coordinate the lift selection, so that no fastening is required to penetrate the slab on grade. Therefore, no coordination is required from the Contractor.

2. Review of Work Progress:

2.1. Progress since last meeting:

- 2.1.1. The exterior metal wall panels are installed.
- 2.1.2. The plumbing and electrical below grade work is complete.
- 2.1.3. The floor heat tubing, rigid insulation and vapor retarder is installed.
- 2.1.4. The rebar is installed, and the floor area is ready for concrete.
- 2.1.5. The Contractor noted that they are on schedule in accordance with the construction schedule.

2.2. Sequence of work progress:

- 2.2.1. The placing of the concrete floor is schedule to start Monday August 15th.
- 2.2.2. The Contractor to start the interior framing of the walls the week of August 22nd.
- 2.2.3. The mechanical and electrical rough-in to start once the walls are framed in.

2.3. Required coordination's to maintain schedule:

- 2.3.1. None currently.

3. Status of Submittals:

3.1. Reviewed and approved since last progress meeting:

- 3.1.1. None currently.

3.2. Submittals under review:

- 3.2.1. None currently.

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. 09 9600 High-Performance Coatings – trench drain epoxy painting
- 3.4.6. 12 3200 Manufactured Wood Casework
- 3.4.7. 22 0553 Identification for Plumbing Piping & Equipment
- 3.4.8. 22 1005 Plumbing Piping
- 3.4.9. 23 0553 Identification for HVAC Piping & Equipment
- 3.4.10. 23 2500 HVAC Water Treatment
- 3.4.11. 23 3100 HVAC Ducts & Casings
- 3.4.12. 23 3300 Air Duct Accessories
- 3.4.13. 23 5100 Breechings, Chimneys and Stacks

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

- 4.1. The header for the future “lean-to” has been changed to a wolminized LVL.

5. Request for Information (RFI's):

- 5.1. The BEC (Utility company) is requiring CT cabinets for metering rather than a meter base.
 - 5.1.1. WIDSETH directed the Contractor to install the metering as per the Utility company requirements.
- 5.2. The trench drain length in Wash Bay 109 was shorten by 10-feet, due to the size of the sand interceptor being larger than indicated in the drawings.
- 5.3. The BEC (Utility company) is requiring two disconnects in lieu of the single disconnect for electrical power shown in the drawings.
 - 5.3.1. WIDSETH directed the Contractor to follow the electrical inspector's request.
 - 5.3.2. Contractor to provide proposal for review.

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 and the SE road paving patch.

7. Status of Proposal Requests:

- 7.1. WIDSETH is currently reviewing the pricing for ASI #2 and SE road paving patch with The Owner.
 - 7.1.1. The Contractor did receive a second quote, but it was higher than the current pricing under review.

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: 003 was approved.
- 9.2. Pay Application N.004 is scheduled to be submitted by next meeting.

10. Schedule next Progress Meeting:

- 10.1. The next progress meeting is scheduled for August 25th.
 - 10.1.1. Meet at City Hall; Time: 10:30 AM.

11. Other Discussion Items:

11.1. The Owner received a bill from BEC (Utility company) for bring power and a transformer to the project site.

11.1.1. It was explained to the Owner this item is separate from the project's work and that the Owner needs to pay it as soon as possible.

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

From: [Brent Dammann](#)
To: [Christina Regas](#); [Bokovoy, Angela - RD, Bemidji, MN](#)
Cc: [Todd Skyberg](#)
Subject: Blackduck Maintenance Building - TNT Cost Proposal for Electrical Disconnect
Date: Tuesday, August 16, 2022 9:07:31 AM
Attachments: [image001.png](#)
[Service Change order.xls](#)

[EXTERNAL]

Christina, Angela;

We had a cost proposal request come through from TNT for an electrical change that the electrical inspector is requiring to be made.

- Original Design: The building is currently designed for a single 600 amp disconnect for the electrical service. As this is one building, owned by the City, this is code compliant.
- Electrical Inspectors Opinion: The electrical inspector is requiring two disconnects because there is the police side and maintenance side of the buildings. He wants the ability to disconnect one side separate from the other.
- TNT Impact: In lieu of one 600-amp disconnect, they would provide (2) 400-amp disconnects. The additional cost is for the install of the (1) additional disconnect, supply of (2) 400-amp disconnects, and the canceling of the original 600-amp disconnect.

Our electrical engineer has reviewed this information and found the proposal to be acceptable.

Please review and let me know if you have any questions.

Brent Dammann, AIA

Architect, VP
701-765-8005
3535 South 31st Street Suite 203
Grand Forks, ND 58201

WIDSETH
Widseth.com

WIDSETH was recognized by Prairie Business Magazine as one of the [50 Best Places to Work](#) in 2021!

Form RD 1924-7
(Rev. 2-97)UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO.
3DATE
8/17/2022STATE
MinnesotaCOUNTY
BeltramiCONTRACT FOR
Combined Maint & Police FacilityOWNER
City of Blackduck

To TNT Construction Group LLC

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Supply and install two 400 amp exterior disconnects between the CT Cabinets and the interior panels in order to meet the electrical inspectors approval. Also, including the factory pricing adjustment (up-charge) for canceling the original 600 amp disconnect and replacing it with the two 400 amp disconnect and associated fuses.	\$	\$ 2,035
TOTALS	\$	2,035
NET CHANGE IN CONTRACT PRICE	\$	2,035

JUSTIFICATION:

See attached proposal from TNT Construction Group LLC and proposal from Todavich Electric Inc.

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____

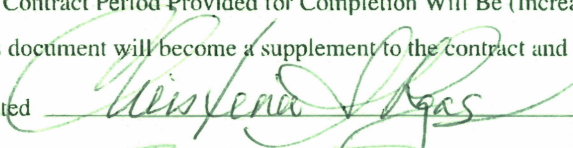
Two Thousand Thirty Five _____ Dollars (\$ 2,035.00).

The Contract Total Including this and previous Change Orders Will Be: _____

One Million Nine Hundred Thirty Eight Four Hundred Ninety Four _____ Dollars (\$ 1,938,494.00).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): 0 _____ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested  (Owner)8-19-2022 (Date)Recommended  (Owner's Architect/Engineer)8/18/2022 (Date)

Accepted _____ (Contractor)

_____ (Date)

Approved by Agency _____ (Name and Title)

_____ (Date)

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POSITION 6

ORIGINAL-BORROWER'S CASE FOLDER

Form RD 1924-7 (Rev. 2-97)



TNT Construction Group

40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296

Proposal/Change order

- Today's Date: 8-15-22
- Proposal submitted to: Widseth
- Project name: Blackduck Police and Maintenance building
- Project Location: Blackduck MN
- Description of work: Listed below
- Date of drawings: N/A
- Addendums

Proposal Includes, Supply and Install two new disconnects to satisfy electrical inspector.

Sub-contractor	1850.00
TNT O&P @ 10%	185.00

We hereby propose to furnish equipment, material and labor for the sum of:

Two Thousand Thirty Five Dollars 00/100 (Bid Total: \$ 2035.00)

Signed and prepared by: 

Project Manager/Estimator, Clay Witkowsky

clay@tnt-cg.com

218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.

Hammerlund Inc. UNION CONTRACTOR

40 County Road 63, Grand Rapids, MN 55744

Web site: TNT-cg.com

Note: Proposal may be withdrawn if not accepted within _____ days.

Bigfork Valley Hospital

Acceptance of proposal: Signed _____ Date: _____
Name Title

PROPOSAL

TODAVICH ELECTRIC INC.

10330 IRVINE AVE. NW. BEMIDJI, MN 56601 218-751-1699, 218-444-4048

www.todavichelectric.com

Proposal submitted to: TNT Construction	Phone:	Date: 8/12/2022
Street Address:	Job Name: Blackduck Maintenance facility	
City, State, Zip Code:	Job Location: Blackduck, MN	

We hereby submit specifications and estimates for:
 Provide and install two 400 amp exterior disconnects between the CT Cabinet and the interior panels in order to meet the electrical inspectors approval.
 Pricing includes a factory pricing adjustment (upcharge) for canceling the original 600 amp disconnect, and replacing it with the two 400 amp disconnect and associated fuses.

Disconnect upcharge	\$1,370.00
Misc materials	\$100.00
Labor	\$380.00
	\$1,850.00

Thankyou for allowing us to bid.

We propose hereby to furnish material and labor--Complete in accordance with above specifications, for the sum of:

One Thousand Eight Hundred Fifty & no/100 Dollars: (\$1,850.00)

Payment to be made as follows:

Payment on all invoices is due within 10 days of invoice date.

All overdue invoices bear interest at 1 1/2 % (one and a half percent) per month on any unpaid balance.

Credit applicant agrees to pay all costs of collection, including collection agency fees, court costs and attorney and legal fees incurred pursuing a delinquent balance.

Credit terms and limit may be cancelled or changed by Creditor at any time without notice.

All transactions are governed by the laws of the Creditor's state.

All transactions are governed by the terms of the Creditor's documents.

Note: This proposal may be withdrawn by us if not accepted within

30 days.

(Authorized Signature)

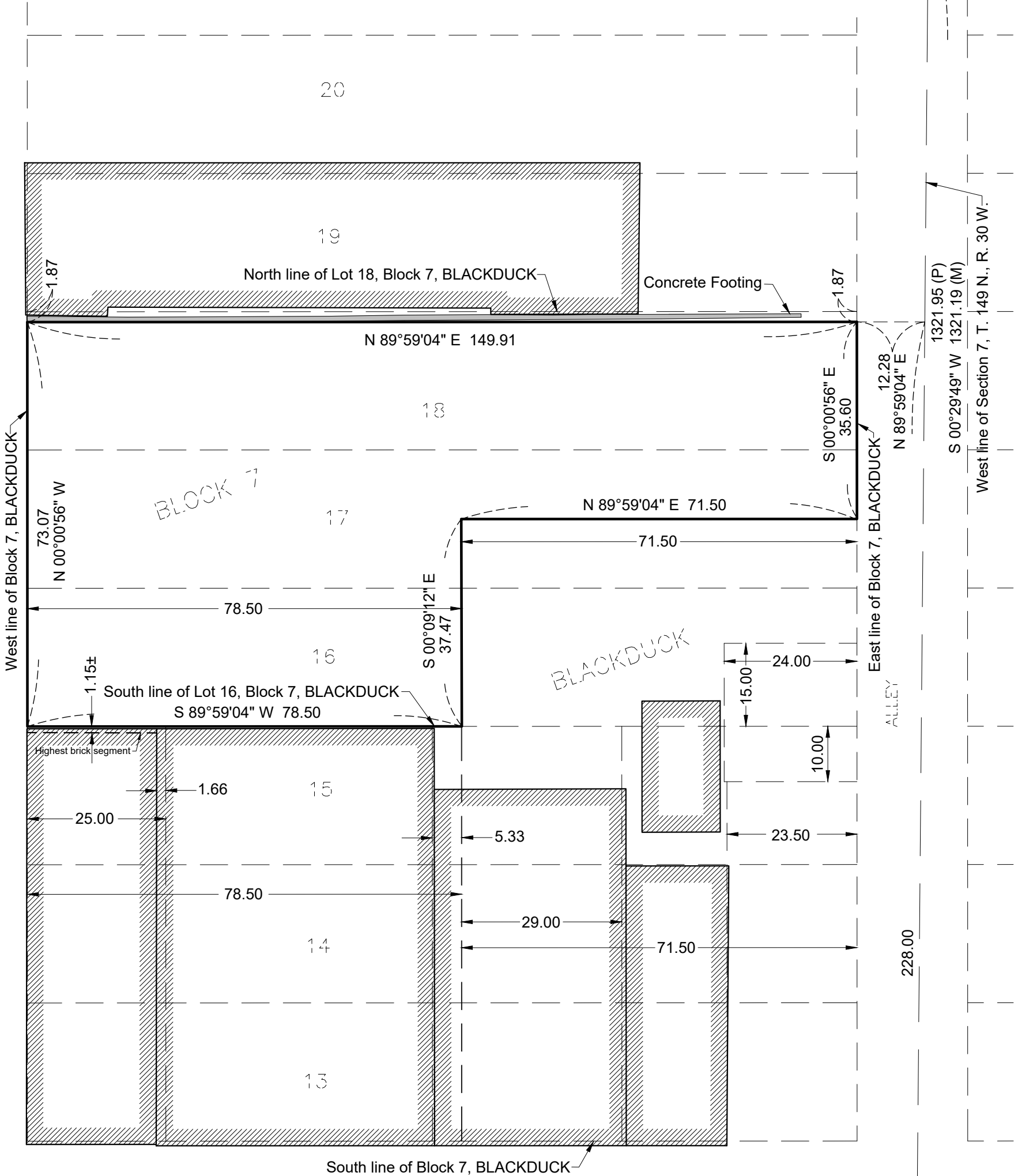
(Acceptance of proposal)

(Date of Acceptance)

CERTIFICATE OF SURVEY

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

S 1/16 Corner,
Section 7,
T. 149 N., R 30 W.



NOTES TO SURVEY

- 1. Bearing system based on the Beltrami County Coordinate System, South Zone, NAD83.
- 2. This survey was not completed with the benefit of a title search.
- 3. In an attempt to locate the platted lots in the same place as established by Marcus D. Stoner in the plat of Blackduck, several Blocks within the plats of Blackduck and First Additional to Blackduck were searched in an attempt to locate evidence of of Lot corners. Building walls were also located at this time. Proration was applied to the platted distances, holding to the platted widths of the streets. This method produced a result that was most closely aligned with existing building walls.

SUMMIT AVE W (C.S.A.H. No. 30)

SUMMIT AVE

SW Corner,
Section 7,
T. 149 N., R 30 W.

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

DRAFT

ROBERT W. MURRAY

LICENSE NO. 15483

DATE: 8-22-2022

FILE NO. 22-170 C

MURRAY
SURVEYING, INC.
P.O. BOX 1038 BEMIDJI, MN 56601

218-751-5898

MURRAYSURVEYING.COM
MMURRAY@PAULBUNYAN.NET

LEGEND

- Denotes rebar, found
- ⊗ Denotes stone monument, found



SCALE IN FEET







From: [Matt - Murray Surveying, Inc.](#)
To: [Christina Regas](#)
Cc: ["heather vernlund"](#)
Subject: RE: Parcel Description for combined parcels
Date: Monday, August 22, 2022 6:26:38 AM

[EXTERNAL]

Good morning Christina,

I need to be out of town today; however, Heather from our office will be sending you a draft Certificate of Survey of the proposed parcel combination for your review. I have copied Heather on this email.

Based on our work to date, the north line of the City Hall property is the most northerly surface of the existing wall. There seems to be three different segments to the north wall. The highest segment, which is approximately 1.15 feet south of line, the next level of brick which is about 0.75 feet north of the highest segment, and then the concrete wall segment that has the black stuff on it (as if carpet was glued to the wall). This segment jogs back approximately four inches where it ties in to the back of the Anderson Fabrics building.

The Anderson Fabrics building is approximately 1.66 feet onto the City Hall parcel (25 ft. strip).

The south wall of the theatre additions extend approximately 0.5 feet south of the lot line. The Certificate of Survey will show a 1.87 ft. strip proposed to be conveyed by the City. This can be reconfigured; however, the 1.87 ft. strip is at the south edge of the footing near the southwest corner of the theatre, and approximately 0.84 feet south of the footing at the easterly most terminus point of the building.

Please let me know if you have any questions.

Thank you,

Matt

Matt Murray
Licensed Land Surveyor
Murray Surveying, Inc.
304 Third Street NW
Bemidji, MN 56601
Mobile: 218-368-4647
Office: 218-751-5898
Fax: 218-444-9611

From: Christina Regas <Christina.Regas@blackduckmn.com>
Sent: Tuesday, August 16, 2022 8:03 PM
To: Matt - Murray Surveying, Inc. <mmurray@paulbunyan.net>
Subject: Re: Parcel Description for combined parcels

Perfect

Sent from my iPhone

On Aug 16, 2022, at 8:01 PM, Matt - Murray Surveying, Inc. <mmurray@paulbunyan.net> wrote:

[EXTERNAL]

Ok; I need to be back by 5:00 for a daycare pickup. That should give us plenty of time.

Thank you,

Matt

From: Christina Regas <Christina.Regas@blackduckmn.com>
Sent: Tuesday, August 16, 2022 7:57 PM
To: Matt - Murray Surveying, Inc. <mmurray@paulbunyan.net>
Subject: Re: Parcel Description for combined parcels

Yes. After 3?

Sent from my iPhone

On Aug 16, 2022, at 7:51 PM, Matt - Murray Surveying, Inc.
<mmurray@paulbunyan.net> wrote:

[EXTERNAL]

Hi Christina,

Are you available tomorrow (Wednesday)? It looks like it may be a better day than Thursday. If you'd like, feel free to give me a call in case I am not around my email.

Thank you,

Matt

Matt Murray
Licensed Land Surveyor
Murray Surveying, Inc.
304 Third Street NW
Bemidji, MN 56601
Mobile: 218-368-4647
Office: 218-751-5898
Fax: 218-444-9611

From: Christina Regas <Christina.Regas@blackduckmn.com>

Sent: Friday, July 29, 2022 6:46 AM

To: Matt - Murray Surveying, Inc. <mmurray@paulbunyan.net>

Subject: Re: Parcel Description for combined parcels

Matt, due to the extreme proximity to the neighboring structures that are not coming down I see it necessary.

Thank you.

Christina

Sent from my iPhone

On Jul 28, 2022, at 9:39 PM, Matt - Murray Surveying, Inc.
<mmurray@paulbunyan.net> wrote:

[EXTERNAL]

Hi Christina,

For the purpose of combining the parcels in the tax system, a survey/Certificate of Survey is not required. Is this something that you would like to have done regardless?

Thank you,

Matt

From: Christina Regas <Christina.Regas@blackduckmn.com>
Sent: Thursday, July 28, 2022 9:58 AM
To: 'Matt - Murray Surveying, Inc.'
<mmurray@paulbunyan.net>
Subject: RE: Parcel Description for combined parcels

Good morning Matt,

I can't recall if I sent you confirmation to draft the certificate of survey and legal description for the 3 parcels or not, but I did hear from the land owner of the potential 4th parcel and can report it WILL NOT be included.

Please let me know when you can have that completed. The City Council has called a public hearing for the land combination on August 22.

I hope that can be done prior too. I will need to send out notices to land owners by August 12th.

Thank you,
Christina

From: Matt - Murray Surveying, Inc.
<mmurray@paulbunyan.net>
Sent: Monday, July 11, 2022 9:13 PM
To: Christina Regas <Christina.Regas@blackduckmn.com>
Subject: RE: Parcel Description for combined parcels

[EXTERNAL]

Hi Christina,

Combining the parcels would be pretty straightforward. Depending on which parcels are ultimately combined, the underlying legal descriptions may not change. Beltrami County has a parcel combination form to be completed to combine the parcels into one. They do not charge a fee to combine parcels; however, all the taxes must be paid in full to complete the combination. Otherwise, the county will

hold the form until the second half is due and then combine the parcels for the 2023 tax year.

Please let me if you have any questions or if we can help in any way.

Thank you,

Matt

Matt Murray
Licensed Land Surveyor
Murray Surveying, Inc.
304 Third Street NW
Bemidji, MN 56601
Mobile: 218-368-4647
Office: 218-751-5898
Fax: 218-444-9611

From: Christina Regas <Christina.Regas@blackduckmn.com>
Sent: Monday, July 11, 2022 10:43 AM
To: 'Matt - Murray Surveying, Inc.'
<mmurray@paulbunyan.net>
Subject: Parcel Description for combined parcels

Good morning Matt,

The City will be considering combining the attached 3 parcels that will have structures demolished this summer.

For future development I would like the planning commission to consider combining all 3 into one.

Can you review these for that service? Also, there may be the potential of acquiring a 4th parcel from an adjacent land owner (81.00121.00).

Please call if you have questions.

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

August 10, 2022

Grant Frenzel
Vice President
Deerwood Bank
1350 Paul Bunyan Drive N.W.
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 paid by the City.
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.

Notwithstanding the first contingency, if a bona fide written offer in an amount greater than \$120,0000 is received by the bank for purchase of the property, and the City wishes to proceed with the purchase, the closing shall occur within 30 days of the City receiving a copy of the offer.

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.

TRANSFER RESTRICTION:

The City agrees not to sell existing property located at 72 1st Street SE Blackduck, MN 56630 to another bank or credit union.

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,

A handwritten signature in green ink, appearing to read "Christina Regas", is written over the printed name and title.

Christina Regas
City Administrator

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

By: Erant D. Frenzel

Its: Vice President

Dated: August 15, 2022



CITY OF BLACKDUCK

RESOLUTION NO: 2022-18

RESOLUTION AUTHORIZING THE SALE OF PUBLIC PROPERTY IN THE CITY LIMITS OF THE CITY OF BLACKDUCK, MN

WHEREAS, the City Council of the City of Blackduck acknowledges the Blackduck Library facility located at 72 1st Street SE (PIN #81.00162.00) is too small for the services it provides to the public,

AND WHEREAS, the City Council of the City of Blackduck has interest in expanding services of the Blackduck Library to the community and the residents of the City of Blackduck, MN, and

AND WHEREAS, the City Council of the City of Blackduck has received notice from Kitchigami Regional Library System the Blackduck Library will receive \$65,683 from the Capital Appropriation Funds to improve, build new, or extend existing KRLS facilities,

AND WHEREAS, the City Council of the City of Blackduck has authorized a proposal for the purchase of the Deerwood Bank property located at 17 Summit Avenue with the following terms and conditions to incorporate in a purchase agreement for the property:

- a. SELLER: Deerwood Bank
- b. BUYER: City of Blackduck
- c. 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.]
- d. PURCHASE PRICE: \$120,000.00
- e. CLOSING: Closing shall occur within 30 days after contingencies are satisfied. Customary closing costs shall be paid by the City.
- f. 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.
- g. 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 date of the Purchase Agreement, the Agreement shall automatically terminate.

Notwithstanding the first contingency, if a bona fide written offer in an amount greater than \$120, 0000 is received by the bank for purchase of the property, and the City wishes to proceed with the purchase, the closing shall occur within 30 days of the City receiving a copy of the offer.



CITY OF BLACKDUCK

RESOLUTION NO: 2022-18

- h. **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.
- i. **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.
- j. **BROKERAGE:** There are no brokers involved in this transaction.
- k. **TRANSFER RESTRICTION:** The City agrees not to sell existing property located at 72 1st Street SE Blackduck, MN 56630 to another bank or credit union.

AND WHEREAS, the City Council of the City of Blackduck acknowledges the existing facility must sell to a private party to satisfy the terms of the purchase agreement,

AND WHEREAS, the City Council of the City of Blackduck acknowledges the sale of the property at 72 1st Street SE (PIN #81.00162.00) has no relationship to the comprehensive plan requiring no initial review of the Planning Commission per MN Statute §462.356 Subd. 2,

THEREFORE, the City Council of the City of Blackduck authorizes the City Administrator, to undertake the necessary steps to put the aforementioned property up for sale,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACKDUCK HEREBY AUTHORIZES THE SALE OF PUBLIC PROPERTY PIN # 81.00162.00

Adopted by the City Council on September 6, 2022

Maxwell Gullette, Mayor

Christina Regas – City Administrator



**AN ORDINANCE OF THE CITY OF BLACKDUCK, MINNESOTA ANNEXING
LAND LOCATED IN HINES TOWNSHIP, BELTRAMI COUNTY,
MINNESOTA PURSUANT TO MINNESOTA STATUTES § 414.033
SUBDIVISION 2(1), PERMITTING ANNEXATION BY ORDINANCE**

WHEREAS, the City owns a number of parcels of land outside the existing City boundaries that are utilized by the City for its sanitary sewer treatment plant, cemetery (Lakeview Cemetery), golf course (Blackduck Municipal Golf Course), and campground (Pine Tree Park Municipal Campground); and

WHEREAS, the parcels to be annexed are already developed for their intended respective uses; and

WHEREAS, annexation will not alter jurisdiction over or control of any abutting roads; and

WHEREAS, such annexation will not cause any tax impact to Hines Township because the parcels are tax exempt, nor will the annexation adversely impact the Township's ability to continue operation; and

WHEREAS, it is in the City's interest to annex these City-owned parcels to the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACKDUCK
HEREBY ORDAINS AS FOLLOWS:**

1. The City Council hereby determines that the property as hereinafter described is owned entirely by the City and is or is about to become urban or suburban in nature in that it contains City utilities, a City cemetery, and City recreational amenities.
2. None of the property is now included within the limits of any city or in any area that has already been designated for orderly annexation pursuant to Minnesota Statute § 414.0325.

3. The corporate limits of the City of Blackduck, Minnesota, are hereby extended to include the following described property, said land being owned in its entirety by the City:

See attached Exhibit A.

The above-described property consists of a total of 502 acres, more or less. Copies of the corporate boundary map showing the property to be annexed and its relationship to the corporate boundaries and all appropriate plat maps are attached hereto as Exhibit B.

4. The population of the area legally described in Exhibit A is zero.

5. The City of Blackduck, pursuant to Minnesota Statutes § 414.036, is not required to make payment to Hines Township for property taxes given that property to be annexed is entirely tax exempt.

6. Pursuant to Minnesota Statutes § 414.036 with respect to any special assessments assigned by the Town to the annexed property and any portion of debt incurred by the Town prior to the annexation and attributable to the property to be annexed, but for which no special assessments are outstanding, for the area legally described in Exhibit A, there are no special assessments or debt incurred by the Town on the subject area for which reimbursement is required.

7. The City Clerk is hereby authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Beltrami County Auditor, and the Hines Township Clerk.

8. This Ordinance shall be in full force and effect and final upon the date this Ordinance is approved by the Office of Administrative Hearings.

PASSED AND ADOPTED by the City Council of the City of Blackduck, Minnesota, this _____ day of _____, 2022.

Maxwell Gullette, Mayor

ATTEST:

Christina Regas, City Clerk

EXHIBIT A
TO
ORDINANCE NO. 2022-01

Legal Description of Annexed Land

Irrigation Fields

Parcel 1 - PID 18.00012.02

The South Half of the Northeast Quarter ($S\frac{1}{2}$ NE $\frac{1}{4}$), Section 2, Township 149, Range 31, County of Beltrami, State of Minnesota.

Parcel 2 - PID 18.00024.00

Parcel 3 - PID 18.00026.00

The East One-half of the Southeast Quarter ($E\frac{1}{2}$ SE $\frac{1}{4}$), and the Northwest One-quarter of the Southeast Quarter, Section 2, Township 149, Range 31, County of Beltrami, State of Minnesota.

Parcel 4 – PID 18.00025.00

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section 2, Township 149, Range 31, County of Beltrami, State of Minnesota.

Cemetery

Parcel 5 – 18.00186.01

Beginning at an iron monument set at a point thirty-three (33) feet West and thirty-three (33) feet South of the corner to Sections Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Township One hundred and forty-nine (149), Range Thirty-one (31), thence West along a line parallel to and thirty-three (33) feet South of the Section line between said sections eleven (11) and fourteen (14) a distance of four hundred sixty-six and sixty-nine one hundredths (466.69) feet, thence South along a line parallel to said section line between Sections thirteen (13) and fourteen (14) a distance of four hundred sixty-six and sixty-nine one hundredths (466.69) feet, thence East along a line parallel to the first described course a distance of four hundred sixty-six and sixty-nine one hundredths (466.69) feet, thence North

along a line parallel to and thirty-three (33) feet West of the section line between said sections thirteen (13) and fourteen (14) a distance of four hundred sixty-six and sixty-nine one hundredths (466.69) feet to the place of beginning, containing five (5) acres, County of Beltrami, State of Minnesota.

Parcel 6 – PID 18.00186.00

Beginning at a point 499.69 Feet West and 33 Feet South of the NE Corner of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 149, Range 31, thence South on the West line of the present Village Cemetery a distance of 466.69 Feet to an iron pip drove in the ground, thence West making a deflection angle of 89° 47', a distance of 373.35 Feet, thence North making a deflection angle of 90° 13' a distance of 466.69 Feet, thence East making a deflection angle of 89° 47' on the line parallel to and 33 Feet South of the North Section line of above section a distance of 373.35 Feet which is the place of beginning, containing four acres, County of Beltrami, State of Minnesota.

AND

The Southerly 250.00 feet of the northerly 749.69 feet of the easterly 873.04 feet and the easterly 33.00 feet of th southerly 466.69 feet of the northerly 499.69 feet, all in the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of section 14, Township 149 North, Range 31 West, containing 5.36 acres, County of Beltrami, State of Minnesota.

Wastewater Ponds and Golf Course

Parcel 7 – PID 18.00134.00

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section Eleven (11), Township one Hundred Forty-nine (149), subject to reservation of minerals and mineral rights, County of Beltrami, State of Minnesota.

Parcel 8 – PID 18.00140.00

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$), all in Section Eleven (11), Township One Hundred Forty-nine (149), Range Thirty-one (31), County of Beltrami, State of Minnesota.

Parcel 9 – PID 18.00146.00

The Southeast Quarter of the Southwest Quarter (SE¹/₄ of SW¹/₄), except the West ten (10) acres thereof, all in Section Eleven (11), Township One Hundred Forty-nine (149), Range Thirty-one (31), County of Beltrami, State of Minnesota.

Parcel 10 – PID 18.00132.00

The Southwest Quarter of the Northeast Quarter (SW¹/₄ of NE¹/₄), all in Section Eleven (11), Township One Hundred Forty-nine (149), Range Thirty-one (31), County of Beltrami, State of Minnesota.

Pine Tree Park

Parcel 11 – PID 18.00141.00

Parcel 12 – PID 18.00142.00

Parcel 13 – PID 18.00143.00

Parcel 14 – PID 18.00144.00

Parcel 15 – PID 18.00145.00

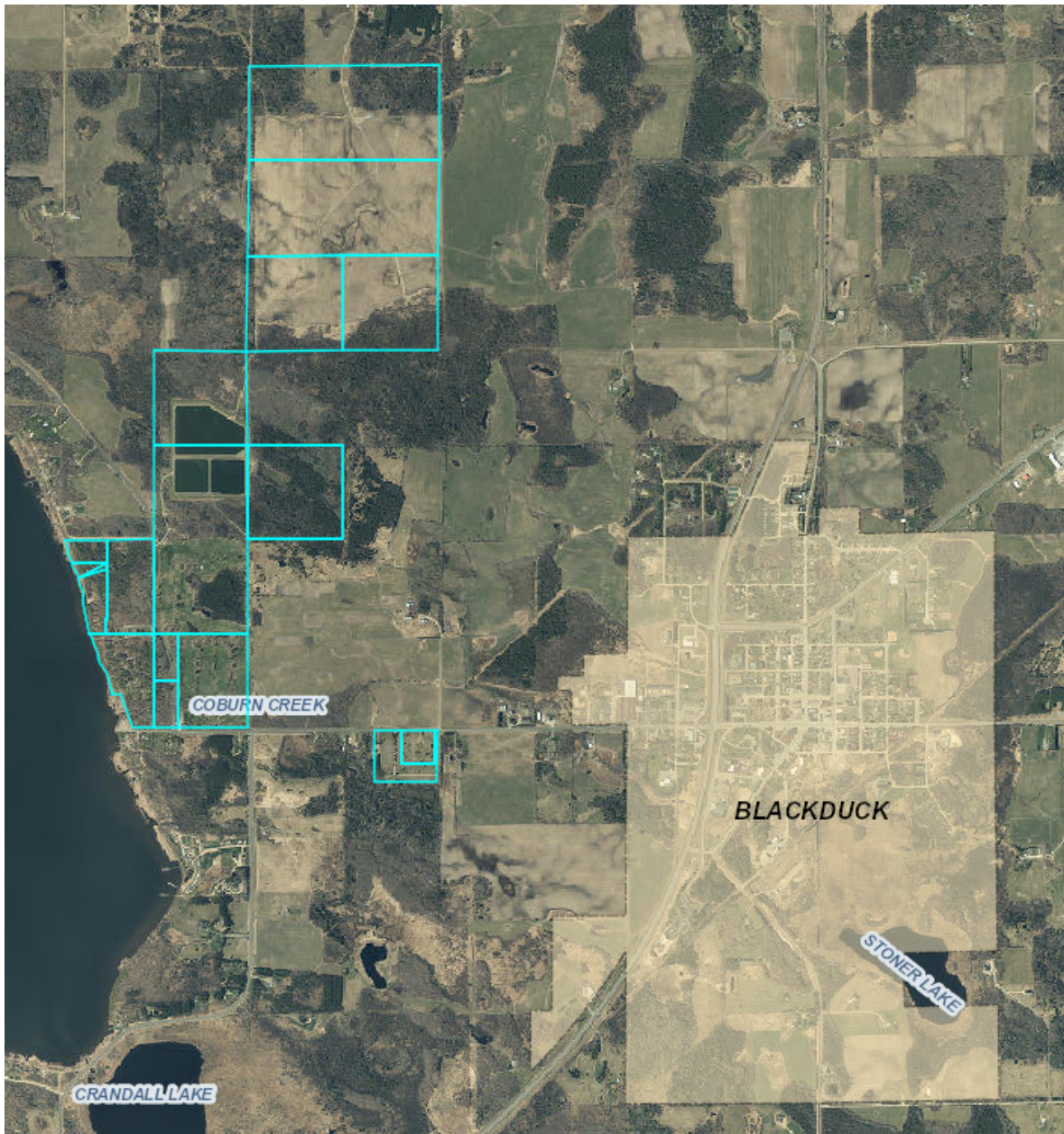
Parcel 16 – PID 18.00147.00

Parcel 17 – PID 18.00148.00

Government Lots Two (2) and Three (3), and the West Ten (10) acres of the Southeast Quarter (SE¹/₄) of the Southwest Quarter (SW¹/₄), all in Section Eleven (11), Township One Hundred Forty-nine (149) North, Range Thirty-one (31) West, County of Beltrami, State of Minnesota.

EXHIBIT B
TO
ORDINANCE NO. 2022-01

Property to be Annexed and Corporate Boundary of City



None of the property to be annexed is platted.



FEMA

DISASTER FACT SHEET

Disaster Number: DR - 4659
Type of Event: Severe Storms, Straight-line Winds and Flooding
Declaration Date: July 13, 2022
Incident Period: April 22 - June 15, 2022
Type of Assistance: Public Assistance / Hazard Mitigation

Counties Declared: Beltrami, Clearwater, Cook, Kittson, Koochiching, Lake, Lake of the Woods, Mahnomen, Marshall, Norman, Pennington, Polk, Red Lake, Roseau, and St. Louis Counties and the Bois Forte Band of Chippewa, Leech Lake Band of Ojibwe, Red Lake Nation, and the White Earth Nation.

Staff:

Federal Coordinating Officer (FCO):	Brian F. Schiller
State Coordinating Officer (SCO):	Joe Kelly
Deputy SCO:	Kevin Reed
<u>Public Assistance Program</u>	
FEMA Programmatic Point of Contact:	Stacie Grathen
FEMA Programmatic Point of Contact:	Kevin Duffy
FEMA Environmental Point of Contact:	Karie Roach
Disaster Recovery Coordinator:	Angela Wynn
State Public Assistance Officer:	Bill Hirte
Deputy Public Assistance Officer:	Wayne Lamoreaux

Hazard Mitigation Program

Federal Hazard Mitigation Officer:	Andy Davis
State Hazard Mitigation Officer:	Jen Davis

Contact:

Minnesota Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite #223 St. Paul, Minnesota 55101- 6223

State Public Assistance Officer

Bill Hirte
651-201-7431 (w)
651-245-1457 (c)
bill.hirte@state.mn.us

Engineering Specialist

Caleb Sturgill
651-201-7444 (w)
651-202-1949 (c)
caleb.sturgill@state.mn.us

Disaster Recovery Coordinator

Angela Wynn
651-201-7496 (w)
612-437-5164 (c)
angela.d.brown@state.mn.us

Deputy Public Assistance Officer

Wayne Lamoreaux, P.E.
651-201-7495 (w)
651-308-5566 (c)
wayne.lamoreaux@state.mn.us

Engineering Specialist

Ryan Smith
651-201-7432 (w)
651-587-1862 (c)
ryan.blake.smith@state.mn.us

State Hazard Mitigation Officer

Jennifer Davis
651-201-7427(w)
651-755-9920(c)
jennifer.e.davis@state.mn.us



FEMA

**POINTS OF CONTACT
DR - 4659**

Severe Storms, Straight-line Winds and Flooding

Date Declared: July 13, 2022

Program Delivery Manger (PDMG) Name _____

Phone _____

Public Assistance Group Supervisor (PAGS) Name _____

Phone _____

Note: The point of contact for all State – Led Public Assistance questions or concerns will need be directed to the State of Minnesota Public Assistance Staff listed below:

State Public Assistance Officer

Bill Hirte

651-201-7431 (w)

651-245-1457 (c)

bill.hirte@state.mn.us

Deputy Public Assistance Officer

Wayne Lamoreaux, P.E.

651-201-7495 (w)

651-308-5566 (c)

wayne.lamoreaux@state.mn.us

Engineering Specialist

Caleb Sturgill

651-201-7444 (w)

651-202-1949 (c)

christian.nordeng@state.mn.us

Engineering Specialist

Ryan Smith

651-201-7432 (w)

651-587-1862 (c)

ryan.blake.smith@state.mn.us

Disaster Recovery Coordinator

Angela Wynn

651-201-7496 (w)

612-437-5164 (c)

angela.d.brown@state.mn.us

State Hazard Mitigation Officer

Jennifer Davis

651-201-7427 (w)

651-755-9920 (c)

jennifer.e.davis@state.mn.us

MN HSEM Website

<https://dps.mn.gov/divisions/hsem/emergency-managers-resources/Pages/forms.aspx>



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

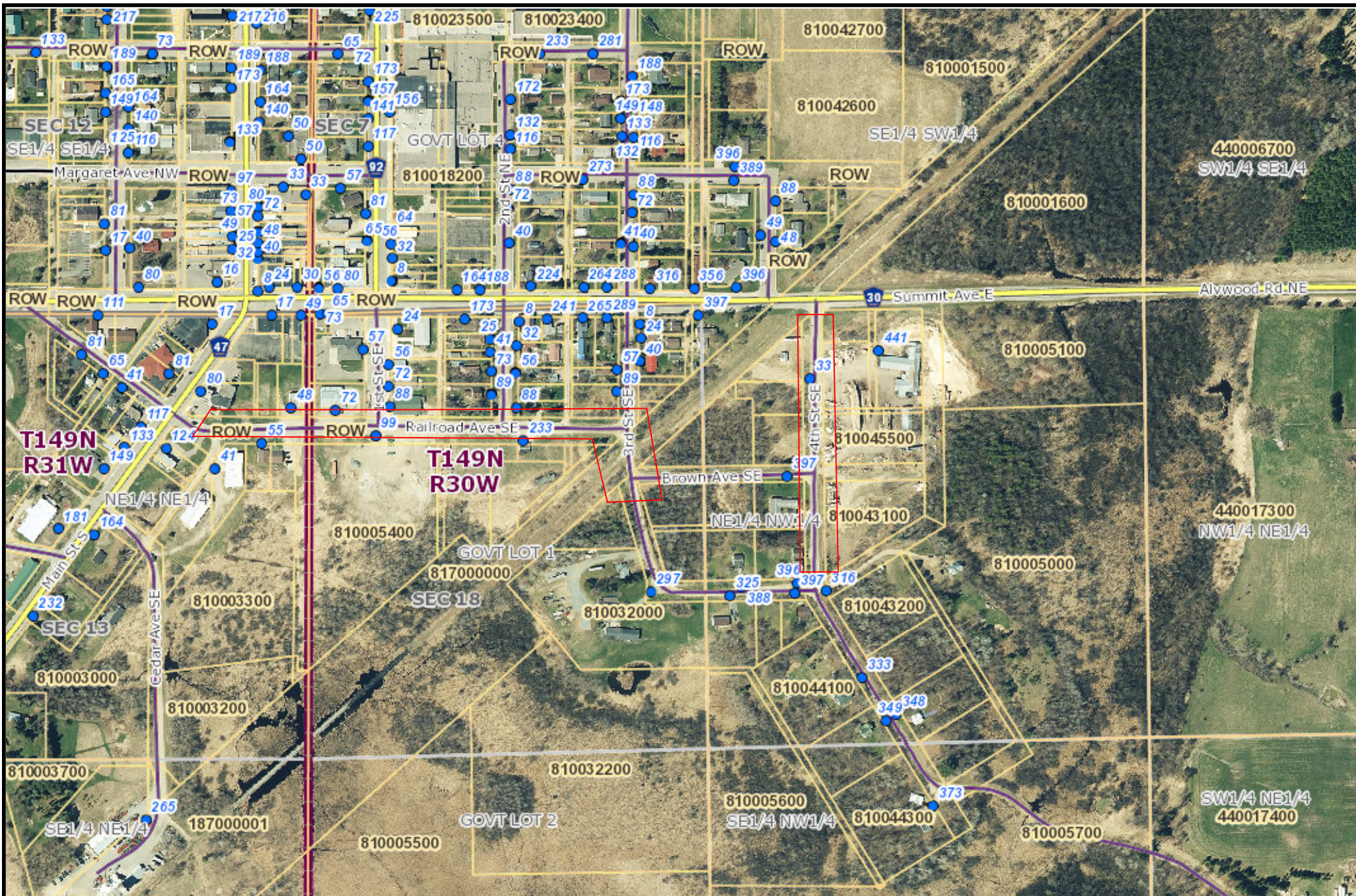
1:27,042

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**





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PDA location map 1

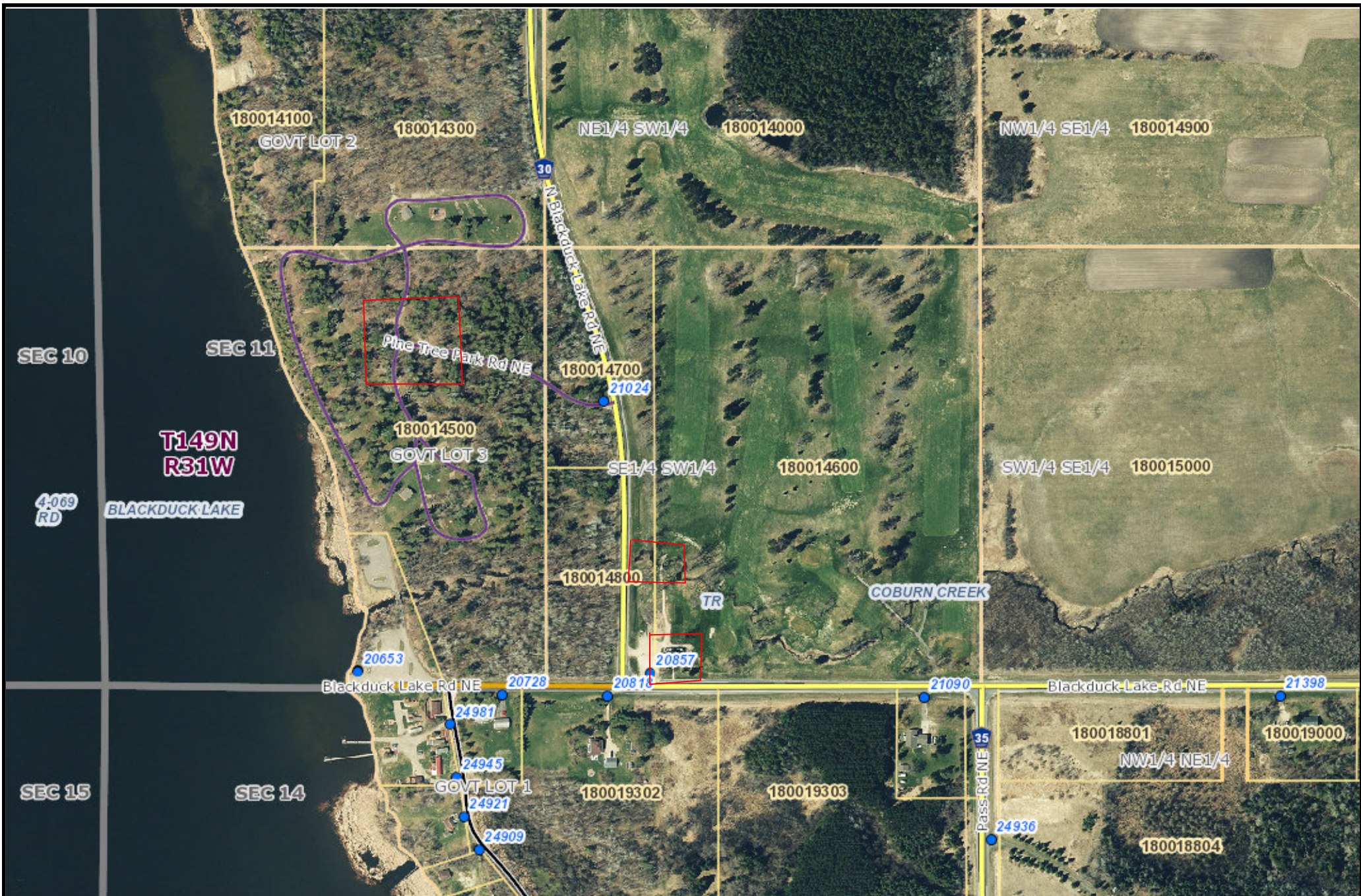
1:6,760

Date: 5/25/2022

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**Beltrami
County
Minnesota**





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PDA location map 3

1:6,760

Date: 5/25/2022

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**Beltrami
County
Minnesota**





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PDA location map 4

1:6,760

Date: 5/25/2022

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**Beltrami
County
Minnesota**





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PDA location map 5

1:6,760

Date: 5/25/2022

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**Beltrami
County
Minnesota**



[illegible][illegible]

Labor Type		Priority Type	Yes/No		Category
Mutual Aid	MAA	Low	Yes	Y	A
Mission Assigned	MA	Medium	No	N	B
Memorandum of Understanding	MOU	High	Unsure	U	C
Force Account	FA	Urgent			D
Contract	C				E
Force Account & Contract	FA/C				F
Donated Resource	DR				G

Primary Cause of Damage
Earthquake
Fire
Flood
Hurricane
Severe Storm
Tornado
Tsunami
Volcanic Eruption
Wind
Winter Storm



BLACKDUCK POLICE DEPARTMENT
AVOIDING RACIAL PROFILING POLICY
MN STATUTE 626.8471, subd. 4
REVISED: SEPTEMBER 6, 2022
ISSUED BY: CITY ADMINISTRATOR

I. POLICY

It is the policy of the Blackduck Police Department to reaffirm our commitment to impartial policing and to reinforce procedures that serve to assure the public we are providing service and enforcing laws in a fair and equitable manner to all.

II. DEFINITION

Racial profiling has the meaning given to it in Minn. Stat. 626.8471, Subd. 2. which states:
"Racial profiling" means any action initiated by law enforcement that relies upon the race, ethnicity, or national origin of an individual rather than:

- (1) the behavior of that individual; or
- (2) information that leads law enforcement to a particular individual who has been identified as being engaged in or having been engaged in criminal activity.

Racial profiling includes use of racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling does not include law enforcement's use of race or ethnicity to determine whether a person matches a specific description of a particular subject.

III. PROCEDURES

A. Policing impartially, not racial profiling, is standard procedure for this agency meaning:

1. investigative detentions, pedestrian and vehicle stops, arrests, searches and property seizures by peace officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the United States Constitution and peace officers must be able to articulate specific facts, circumstances and conclusions that support reasonable suspicion or probable cause for investigative detentions, pedestrian and vehicle stops, arrests, nonconsensual searches and property seizures;
2. except as provided in paragraph 3., peace officers shall not consider race, ethnicity, national origin, gender, sexual orientation and religion in establishing either reasonable suspicion or probable cause; and
3. peace officers may take into account the descriptors in paragraph 2. based on information that links specific, suspected, unlawful or suspicious activity to a particular individual or group of individuals and this information may be used in the same manner officers use specific information regarding age, height, weight, about specific suspects.

Commented [CR1]: Or other physical characteristics

B. In an effort to prevent the perception of biased law enforcement peace officers shall:

1. be respectful and professional;
2. introduce or identify themselves to the citizen and state the reason for the contact as soon as practical unless providing this information will compromise officer or public safety;
3. ensure the detention is no longer than necessary to take appropriate action for the known or suspected offense;



BLACKDUCK POLICE DEPARTMENT
AVOIDING RACIAL PROFILING POLICY
MN STATUTE 626.8471, subd. 4
REVISED: SEPTEMBER 6, 2022
ISSUED BY: CITY ADMINISTRATOR

4. attempt to answer any relevant questions the citizen may have regarding the citizen/officer contact including relevant referrals to other agencies when appropriate;
5. provide their name and badge number when requested, ~~preferably in writing or on a business card;~~ and
6. explain and/or apologize if it is determined the reasonable suspicion was unfounded (e.g. after an investigatory stop).

Commented [CR2]: Delete language

C. Supervisors shall ensure all personnel in their command are familiar with the content of this policy and are in compliance.

IV. DUTY TO REPORT

Every member of this department shall perform their duties in a fair and objective manner and are responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any biased-based actions by another member.

V. VIOLATIONS

Alleged violations of this policy must be reported to POST in accordance with the reporting requirements in Minn. Stat. 626.8457.

Commented [CR3]: Updated language per revision July 2022