



AGENDA

Blackduck City Council - Work Session Meeting

6:00 PM - Monday, April 24, 2023

City Hall, 8 Summit Drive, Blackduck MN

	Page
1. CALL TO ORDER	
a. Roll Call	
b. Pledge of Allegiance	
2. APPROVAL OF AGENDA	
3. OLD BUSINESS	
a. Public Works / Public Safety Facility	
b. PER / ER Report -	
c. Downtown Redevelopment Project - Main Street N.	
d. Kitchigami Regional Library Capital Appropriation Project	
e. HSEM & FEMA DR-4659 Disaster	
f. Blackduck Co-op MnDot Railbank Land Conveyance	
g. Old & New Duck Restoration Project Operation Round Up grant application	2
h. Public Works Grader Replacement	
i. Public Sale of City Property - 72 Railroad & 88 1st Street SE 72 Railroad Ave SE Commercial Listing signed 221969 ALTA Seller's Settlement Statement Inerim Financing Interst Payment Receipt Batch-by Ref© 2023-01- Revision 01 - Resolution authorizing the sale of Commercial public property Old Lumberyard	3 - 20
j. Purchase of tax-forfeited Property - 81.00011.01	
k. Engineering Firm RFP Process	
4. NEW BUSINESS	
a. GOLF COURSE REPORT, Misty Frenzel Golf Director Golf Board Meeting 04132023	21 - 23
5. CLOSED MEETING PER MN STATUTE 13D.05 SUBD. 3 (C) (3)	
a. 04242023 Closed meeting sale of real property	24
6. ADJOURNMENT	

From: [Lyseng, Angela K.](#)
To: [Christina Regas](#)
Subject: Operation Round Up grant application
Date: Wednesday, April 12, 2023 4:27:53 PM

[EXTERNAL]

Christina,

The Operation RoundUp® Trust Board met yesterday to review 38 grant applications. The grant requests from organizations totaled more than \$118,000. The board had \$41,195.12 in funds available, so it was not an easy task selecting which groups would get funding and what amount they would receive. The board was diligent in their review process of all grant applications and there were many worthy projects in the group. Due to limited funds, they were not able to fully fund all requests.

We are happy to notify you that City of Blackduck has been awarded **\$1,400** towards the Historic Black Duck Renovation & Repair.

We will be presenting checks to organizations on **Wednesday, April 19, at 3:00 pm** in the Community Room at Beltrami Electric Cooperative. We will take a group photo after all awards have been presented. The award presentation typically lasts less than 30 minutes.

Please RSVP by Tuesday, April 18, with the name(s) of who will be attending on behalf of your organization to accept the award.

Cooperatively yours,

Angela K. Lyseng
Communications Specialist
Beltrami Electric Cooperative, Inc.
4111 Technology Dr NW | Bemidji, MN 56601
D: 218.444.3689 M: 218.556.0805
www.beltramielectric.com

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COMMERCIAL LISTING CONTRACT: EXCLUSIVE

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- 1. Date April 18th, 2023
- 2. Page 1

3. **DEFINITIONS:** IN CONSIDERATION OF the Contract of Realty Experts, LLC
(Real Estate Company Name)

4. (“Broker”) to undertake to **SELL** **LEASE** (if only **SELL** is checked, all references to Lessor, tenant, or lease do not apply;
----(Check all that apply.)----

5. if only **LEASE** is checked, all references to Seller, buyer, or sale do not apply) the property hereinafter described,

6. City of Blackduck, Christia Regas Administrator

(e.g., trust, power of attorney, conservator, etc.)

7. (“Seller and/or Lessor”) grants to Broker the exclusive right to sell and/or lease or contract to sell and/or lease the property at

8. 72 Railroad Ave SE,

9. City of Blackduck, County of Beltrami, State of

10. Minnesota, Zip Code 56630, and legally described as SECT-13 TWP-149 RANGE-031 BLACKDUCK LOT-009 BLOCK-008 & LOTS 10 - 12

11. & 16 & 17 INC VACATED PORTION OF ALLEY (RESOLUTION MF 412322) (“Property”)

12. for the period from the date of this Contract through and including October 18th 2023, for the sum

13. of 119,900.00 One Hundred Nineteen Thousand Nine Hundred upon the following terms

14. _____

15. _____

16. or at any other price, terms or exchange to which Seller and/or Lessor may consent.

17. This Contract terminates upon successful closing and/or Lease of the Property(ies) specified in this Contract or
18. expiration or cancellation of this Contract, whichever occurs first.

19. This Contract may only be canceled by written mutual agreement of the parties.

20. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may
21. compete with Seller’s and/or Lessor’s Property for potential buyers and/or tenants.

22. **MLS DATA FEED OPTIONS:**

23. EXPLANATIONS AND DEFINITIONS:

24. “**IDX site**” means a web site operated by a broker participating in the MLS on which the broker can advertise the
25. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
26. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

27. “**Virtual office web site**” (“**VOW**”) means a web site operated by a broker participating in the MLS that delivers
28. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
29. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
30. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the
31. broker in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS’s VOW
32. policy. The MLS imposes various other rules and restrictions on VOWs.

33. For each of the following options, the MLS system automatically defaults to “Yes.” Seller’s and/or Lessor’s instructions
34. pertaining to the Internet display of the MLS input data for the Property are as follows:

35. **Option 1. Listing display on the Internet.** If Seller and/or Lessor selects “No,” this listing will not be included in MLS
36. data feeds to Internet web sites that display property listing data, whether intended for advertising the
37. Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose
38. the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

39. Shall the Property listing be displayed on the Internet, including sold information? Yes No

40. Seller and/or Lessor understands and acknowledges that if Seller and/or Lessor has selected “No” for
41. Option 1, consumers who conduct searches for listings on the Internet will not see information about the
42. Property in response to their searches.

**COMMERCIAL LISTING CONTRACT:
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44. Property located at 72 Railroad Ave SE Blackduck MN 56630

45. If “No” was selected at Option 1, skip Options 2-4. If “Yes” was selected for Option 1, continue to Option 2.

46. **Option 2. Listing address (Property and unit numbers and street name) display on the Internet.** If Seller and/
47. or Lessor selects “No,” the address of the Property will be hidden on web sites receiving data feeds from
48. MLS that result in Internet listing display, whether intended for advertising the Property or providing online
49. brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/
50. clients via other means, including e-mail, fax, mail, hand delivery, and orally.

51. Shall the listing address (Property and unit numbers and street name) be displayed
52. on the Internet? Yes No

53. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be
54. displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
55. (“AVM”) function/service. An AVM uses statistical calculations to estimate the value of a property based
56. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
57. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
58. factors in valuing a property. Seller and/or Lessor, by selecting “No,” may prohibit display of an automated
59. valuation of his or her listing adjacent to the listing.

60. Shall an automatic valuation of the Property listing or a link to an automated
61. valuation be displayed adjacent to the listing? Yes No

62. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed
63. with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
64. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
65. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing
66. on his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
67. the listing’s value, etc.

68. Shall comments or reviews of the Property by persons other than the displaying
69. broker be displayed with or attached as a link to the listing data of the Property? Yes No

70. **SELLER’S AND/OR LESSOR’S OBLIGATION:** It is agreed that Seller and/or Lessor shall promptly furnish Broker
71. with complete information concerning any person who during the period of this Contract makes inquiry to Seller and/
72. or Lessor regarding the sale, exchange, or lease of the Property.

73. If the Property is sold, Seller hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract
74. or an ALTA Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state
75. and federal judgments and liens, and to execute or cause to be executed a deed conveying title to the Property to the
76. buyer and any further documents as may be required to consummate the sale in accordance with the terms above
77. designated or with the terms to which Seller may hereafter consent.

78. Seller and/or Lessor further agrees to promptly notify Broker of any notices pertaining to the Property which are hereafter
79. received during the term of this Contract.

80. It is further agreed that Seller and/or Lessor shall permit Broker to erect a “For Sale” and/or “For Lease” sign on the
81. Property and to remove all other “For Sale” and/or “For Lease” signs from the Property during the period of this
82. Contract. Seller and/or Lessor shall permit Broker to place information on the Minnesota Commercial Property
83. Exchange (“MCPE”) or other type of multiple listing service forum (“MLS”) and the Internet concerning the Property.
84. Upon final acceptance of a purchase and/or lease agreement, Seller and/or Lessor allows Broker to withdraw the
85. Property from the market. Broker may notify the MCPE or MLS and member REALTORS® of the price and terms of
86. the sale and/or lease.

87. Seller and/or Lessor has the full legal right to sell and/or lease the Property.

88. Seller and/or Lessor certifies that as of the date of execution of this Contract, Seller and/or Lessor has not received
89. any notice of building, health, or fire code violations, nor vacant building registration notification, nor notice of hazardous
90. waste on the Property, nor notice of condemnation pertaining to the Property, except as herein noted (if none, state

91. “none”):

92. none

93.

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95. Property located at 72 Railroad Ave SE Blackduck MN 56630

96. **Access to the Property:** To facilitate the showing and sale and/or lease of the Property, Seller and/or Lessor authorizes

97. Broker to:

98. access the Property;

99. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry professionals
100. to access the Property at reasonable times and upon reasonable notice; and

101. duplicate keys to facilitate convenient and efficient showings of the Property.

102. Authorizing access means giving Broker permission to:

103. 1. authorize the above-referenced persons to enter the Property, with or without a licensed salesperson present;

104. 2. disclose any security codes necessary to enter the Property; and

105. 3. lend a key to enter the Property, directly or through a lockbox.

106. Seller and/or Lessor agrees to commit no act which might tend to obstruct Broker's performance. If the Property is
107. occupied by someone other than Seller and/or Lessor, Seller and/or Lessor shall comply with Minnesota law and
108. applicable lease provisions of an existing lease and provide tenant with any required notice in advance of any Property
109. showing.

110. Seller and/or Lessor understands that prospective buyers/tenants and others authorized to access the Property may
111. record the Property by photograph, video, or other medium while accessing the Property.

112. **RECORDING ON THE PROPERTY:** Seller and/or Lessor understands that MN Statute 626A.02 specifically prohibits
113. the interception of oral communications without the consent of at least one of the two parties to the communication.
114. Seller and/or Lessor should seek appropriate legal advice regarding compliance with this statute if Seller and/or Lessor
115. intends to utilize technology that may intercept oral communications between persons other than Seller and/or Lessor.

116. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but
117. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor
118. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through
119. multiple tiers), reproduce, distribute, display, perform, and create derivative works of the Seller and/or Lessor Content.
120. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor
121. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual
122. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.

123. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL
124. PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**

125. **BROKER'S COMPENSATION:** *(Fill in all blanks.)*

126. **COMPENSATION FOR SALE:** *(To be completed only if Property is being offered for sale.)* Seller shall pay Broker

127. a retainer fee of \$ 0.00 when Seller signs this Contract. Broker shall keep this fee even if
128. Seller does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of:

129. *(Check any that apply.)*

130. 6 percent (%) of the price for which the Property is sold or exchanged;

131. \$ 0.00 ;

132. \$ 0.00 per square foot;

133. OTHER: xx

134. _____

135. _____ ;

136. upon the occurrence of any of the following conditions, identified in lines 153-201.

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138. Property located at 72 Railroad Ave SE Blackduck MN 56630

~~139. **COMPENSATION FOR LEASE:** (To be completed only if Property is being offered for lease.) Lessor shall pay Broker a~~
~~140. retainer fee of \$ _____ when Lessor signs this Contract. Broker shall keep this fee even~~
~~141. if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of:~~
~~142. (Check any that apply.)~~
~~143. _____ percent (%) of the total gross obligation of the lease price;~~
~~144. _____ percent (%) of the total net obligation of the lease price;~~
~~145. \$ _____ ;~~
~~146. \$ _____ per useable square foot;~~
~~147. \$ _____ per rentable square foot;~~
~~148. OTHER: _____~~
~~149. _____~~
~~150. _____ ;~~
~~151. upon the occurrence of any of the following conditions, identified in lines 153-201 and paid in the following manner:~~
~~152. _____ percent (%) upon lease execution and _____ percent (%) upon lease occupancy.~~

153. COMPENSATION CONDITIONS:

- 154. 1. The sale and/or lease, contract for sale and/or lease, exchange or conveyance of the Property during the period
- 155. of this Contract by Broker or any other person, including but not limited to, Seller and/or Lessor or any other
- 156. agent or broker not a party to this Contract, in accordance with the price, terms, or exchange as set forth here
- 157. or as otherwise consented to by Seller and/or Lessor;
- 158. 2. A buyer and/or tenant is procured, whether by Broker, Seller and/or Lessor or anyone else, who is ready, willing
- 159. and able to purchase and/or lease the Property at the price and terms set forth above and Seller and/or Lessor
- 160. refuses to sell and/or lease;
- 161. 3. A Seller and/or Lessor agrees to sell and/or lease the Property before the expiration of this Contract, and Seller
- 162. refuses to close the sale and/or Lessor refuses to commence the lease in accordance with the terms of the
- 163. executed lease agreement;
- 164. 4. A Seller and/or Lessor removes the Property from the market before expiration of this Listing Contract;
- 165. 5. If Seller and/or Lessor grants an option to purchase and/or lease the Property, Seller and/or Lessor shall compensate
- 166. Broker, as provided here, based on the price paid for the option and for any extensions of the option. This compensation
- 167. shall be paid upon receipt by Seller and/or Lessor of any such payments. In the event such option is exercised,
- 168. whether during the term of this Contract, or within⁶ _____ months after, Seller and/or Lessor shall also compensate
- 169. Broker on the gross sale and/or lease price of the Property in accordance with the provisions here.
- 170. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension of the option
- 171. is applied to the sale and/or lease price of the Property, then any compensation previously paid by Seller and/or
- 172. Lessor to Broker on account of such option payments shall be credited against the compensation payable to
- 173. Broker on account of the exercise of the option;
- 174. 6. During the term of this Listing Contract or within 180 days (not to exceed six (6) months, except for the
- 175. purchase or sale of a business in which case it cannot exceed two (2) years) after the expiration of this Listing Contract:
- 176. (a) the Property is acquired by a public authority;
- 177. (b) an agreement to acquire the Property is reached with a public authority; or
- 178. (c) a public authority institutes eminent domain/condemnation proceedings to acquire the Property;
- 179. 7. Seller and/or Lessor contributes or conveys the Property or any interest therein to a partnership, joint venture or
- 180. other business entity during the term of this Contract in lieu of a sale and/or lease of the Property during the term
- 181. of this Contract;

MNC:LC:E-4 (8/20)

COMMERCIAL LISTING CONTRACT: EXCLUSIVE

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183. Property located at 72 Railroad Ave SE Blackduck MN 56630

184. 8. Seller and/or Lessor is a partnership or other business entity, and an interest in the partnership or other business
185. entity is transferred, whether by merger, outright purchase and/or lease or otherwise in lieu of sale and/or lease
186. of the Property during the term of this Contract; or

187. 9. If within 180 days (not to exceed six (6) months, except for the purchase or sale of a business in which case
188. it cannot exceed two (2) years) after the end of this Contract, Seller and/or Lessor sells and/or leases or agrees
189. to sell and/or lease the Property to anyone who has made an affirmative showing of interest in the Property by
190. responding to an advertisement or by contacting the Broker or salesperson involved or has been physically shown
191. the Property by the Broker or salesperson. It is understood that Broker shall not seek to enforce collection of a
192. compensation under this subparagraph nine (9) unless the name and address of the prospect is on a written list
193. given to Seller and/or Lessor within 72 hours after expiration of this Listing Contract.

194. IF YOU RELIST WITH ANOTHER BROKER WITHIN THE OVERRIDE PERIOD AND THEN SELL AND/OR
195. LEASE YOUR PROPERTY TO ANYONE WHOSE NAME APPEARS ON THIS LIST, YOU COULD BE LIABLE
196. FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK
197. COMPETENT ADVICE.

198. As security for Broker's compensation, Seller and/or Lessor hereby grants to Broker a security interest in the lease
199. payments from the lease of the Property or proceeds from a sale and any title company or other closer who conducts
200. the closing on the sale and/or lease of the Property is directed to disburse the Broker's compensation provided here
201. to Broker at the time of closing.

202. COMPENSATION DISCLOSURE: Broker [X] SHALL [] SHALL NOT offer compensation to cooperating brokers.
------(Check one.)-----

203. If SHALL, the compensation to cooperating brokers shall be as follows:

204. [X] 2.70 % of the gross sales and/or lease price or \$ 0.00 , whichever is greater, to
205. cooperating brokers representing buyer and/or tenant.

206. [X] 2.7 % of the gross sales and/or lease price or \$ 0.00 , whichever is greater, to
207. cooperating brokers assisting buyer and/or tenant.

208. [] Other: _____

209. _____

210. FORFEITURE OF EARNEST MONEY: If a buyer of the Property defaults and as a result forfeits the earnest money,
211. Seller shall receive 100 percent (%) and Broker shall receive 0 percent (%) of the earnest money.

212. CLOSING SERVICES:

213. NOTICE: THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER OR REAL ESTATE
214. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT
215. EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF
216. THE CLOSING ITSELF.

217. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
218. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may
219. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs
220. which may effectively reduce the proceeds from the sale.

221. Seller's choice for closing services: (Check one.)

222. [X] Seller directs Broker to arrange for a qualified closing agent to conduct the closing.

223. [] Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.

224. [CR] _____
(Seller's Initials) (Seller's Initials)

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226. Property located at 72 Railroad Ave SE Blackduck MN 56630

227. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
228. effectively increase the cash outlay at closing.

229. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
230. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
231. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable
232. exceptions from FIRPTA withholding.

233. Seller represents and warrants that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----
234. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

235. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
236. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
237. **or whether the withholding requirements of FIRPTA apply.**

238. **AGENCY REPRESENTATION:**

239. Seller and/or Lessor will agree to a dual agency representation and will consider offers made by buyers and/or
240. tenants represented by Broker.

241. Seller and/or Lessor will not agree to a dual agency representation and will not consider offers by buyers and/
242. or tenants represented by Broker.

243. Real Estate Company Name: Realty Experts, LLC

244. By: _____
(Licensee)


Christina Regas

245. Seller and/or Lessor: _____ Date: 04/17/23

246. Seller and/or Lessor: _____ Date: _____

247. **OTHER POTENTIAL SELLERS AND/OR LESSORS:** Seller and/or Lessor understands that Broker may list other
248. properties during the term of this Contract. Seller and/or Lessor consents to Broker representing such other potential
249. sellers and/or lessors before, during, and after the expiration of this Contract.

250. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Seller and/or Lessor, may have had a
251. previous agency relationship with a buyer and/or tenant of Seller's and/or Lessor's Property. Seller and/or Lessor
252. acknowledges that Broker, or licensee representing Seller and/or Lessor, is legally required to keep information
253. regarding the ultimate price and terms the buyer and/or tenant would accept and the motivation for buying and/or
254. leasing confidential, if known.

255. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon
256. the successful closing and/or lease of the Property(ies) specified in this Contract or expiration or cancellation of this
257. Contract, whichever occurs first.

258. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller and/or Lessor provides to Broker. Seller
259. and/or Lessor agrees to indemnify and hold harmless Broker from and against any and all claims, liability, damage,
260. or loss arising from any misrepresentation, misstatement, omission of fact, or breach of a promise by Seller and/or
261. Lessor. Seller and/or Lessor agrees to indemnify and hold harmless Broker from any and all claims or liability related
262. to damage or loss to the Property or its contents, or any injury to persons in connection with the marketing of the Property.
263. Indemnification by Seller and/or Lessor shall not apply if the damage, loss, or injury is the result of the gross negligence
264. or willful misconduct of the Broker.



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266. Property located at 72 Railroad Ave SE Blackduck MN 56630 .

267. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller and/or Lessor has not received notices from any
268. municipality, government agency, or unit owners' association about the Property that Seller and/or Lessor has not
269. informed Broker about in writing. Seller and/or Lessor agrees to promptly inform Broker, in writing, of any notices of
270. such type that Seller and/or Lessor receives during the term of this Contract.

271. This shall serve as Seller's and/or Lessor's written notice granting Broker permission to obtain mortgage information
272. (e.g., mortgage balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the
273. Property. A copy of this document shall be as valid as the original.

274. **MISCELLANEOUS:** This Contract is binding upon the heirs, successors, and assigns of the parties.

275. All of the representations and covenants of this Contract shall survive and be enforceable after termination of this
276. Contract.

277. This Contract constitutes the complete agreement between the parties and supersedes any prior oral or written
278. agreements between the parties relative to the provisions herein. No amendment, modification, or extension of this
279. Contract shall be valid or binding unless made in writing and signed by both Seller and/or Lessor and Broker.

280. This Contract shall be governed by the laws of the State of Minnesota.

281. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the
282. entire agreement between Seller and/or Lessor and Broker. Any other written or oral communication between Seller
283. and/or Lessor and Broker, including, but not limited to, e-mails, text messages, or other electronic communications
284. are not part of this Contract. This Contract can be modified or canceled only in writing signed by Seller and/or Lessor
285. and Broker or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
286. Contract.

287. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
288. this transaction constitute valid, binding signatures.

289. **CONSENT FOR COMMUNICATION:** Seller and/or Lessor authorizes Broker and its representatives to contact Seller
290. and/or Lessor by mail, phone, fax, e-mail, text message or other means of communication during the term of this
291. Contract and anytime thereafter.

292. **OTHER:**
293. Closing on the sale of this property will be on or after September 1st, 2023, unless the seller
294. can vacate sooner.

294.

295.

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306. Property located at 72 Railroad Ave SE Blackduck MN 56630

307. **BROKER**

SELLER AND/OR LESSOR

308. **ACCEPTED BY:** Realty Experts, LLC
(Real Estate Company Name)

ACCEPTED BY: City of Blackduck
(Business Entity or Individual Name)

309. By: _____
(Licensee's Signature)

By: ^{Authentisign}Christina Regas
(Seller's and/or Lessor's Signature)

310. Matt Sparby
(Licensee's Printed Name)

Christina Regas
(Seller's and/or Lessor's Printed Name)

311. _____
(Date)

Its: Administrator
(Title)

312. 1499 Anne Street NW
(Address)

04/17/23
(Date)

313. Bemidji MN 56601
(City/State/Zip)

PO Box 380 8 Summit Ave E
(Address)

314. (218) 444-1021
(Phone)

Blackduck, MN 56630
(City/State/Zip)

315. _____
(E-Mail Address)

218.835.4803
(Phone)

316. _____
(E-Mail Address)

christina.regas@blackduckmn.com
(E-Mail Address)

317. **SELLER AND/OR LESSOR**

318. **ACCEPTED BY:** _____
(Business Entity or Individual Name)

319. By: _____
(Seller's and/or Lessor's Signature)

320. _____
(Seller's and/or Lessor's Printed Name)

321. Its: _____
(Title)

322. _____
(Date)

323. _____
(Address)

324. _____
(City/State/Zip)

325. _____
(Phone)

326. _____
(E-Mail Address)

327. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND/OR LESSOR AND BROKER.**
328. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker’s account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Authentisign
Christina Regas
 (Signature)

04/17/23
 (Date)

(Signature) _____ (Date)

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AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13.  Christina Regas 04/17/23 _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

48. Page 2

49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
 50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
 51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
 52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
 53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
 54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
 55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
 56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
 57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
 58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
 59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
 60. Broker (see paragraph II on page one (1)).

61. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
 62. one to four families as their residence.

63. (2) The fiduciary duties mentioned above are listed below and have the following meanings:

64. Loyalty - broker/salesperson will act only in client(s)' best interest.

65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
 67. which might reasonably affect the client(s)' use and enjoyment of the property.

68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
 69. information (such as disclosure of material facts to Buyers).

70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

72. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
 73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
 74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
 75. purchase/lease properties listed by the broker.

76. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
 77. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
 78. obtained by contacting the local law enforcement offices in the community where the property is located,
 79. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
 80. www.corr.state.mn.us.

MN:AGCYDISC-2 (8/19)

File Number: 221969 **Vrijheid Enterprises, Inc. dba LEER**
 Print Date & Time: 4/13/2023 4:22 PM **Title Services**
 Escrow Officer: Sarah L. Bruen **2300 24th Street NW, Suite 104**
 Settlement Location: 2300 24th Street NW, **Bemidji, MN 56601**
 Suite 104
 Bemidji, MN 56601

Property Address: Property Address
 88 1st Street SE Blackduck, Minnesota 56630

 PIN
 81.00161.00
 Buyer: CMAXIMUS LLC - 24331 Beighley Road NE, Blackduck, MN 56630
 Seller: City of Blackduck - P O Box 380, Blackduck, MN 56630
 Lender:

 Settlement Date: 4/14/2023
 Disbursement Date: 4/14/2023
 Additional dates per state requirements: 4/14/2023

Description	Seller	
	Debit	Credit
Financial		
Sales Price of Property		\$25,000.00
Prorations/Adjustments		
County Taxes 4/14/2023 to 1/1/2024		\$123.43
Title Charges & Escrow/Settlement Charges		
Efile Fee to LTS Recording Account	\$10.00	
Search & Exam Fee to Vrijheid Enterprises, Inc. dba LEER Title Services	\$450.00	
Special Assessment Search to Epic Property Services	\$30.00	
Title - Settlement Agent Fee to Vrijheid Enterprises, Inc. dba LEER Title Services	\$300.00	
Commission		
Real Estate Commission Seller's Broker \$1,750.00 to Realty Experts, LLC	\$1,750.00	
Government Recording and Transfer Charges		
Additional Recording to LTS Recording Account	\$46.00	
Tax Stamp for State Deed to LTS Recording Account	\$82.50	
Miscellaneous		
Property Taxes CountyPropertyTax (12 mo.) to Beltrami County Treasurer	\$171.96	
	Debit	Credit
Subtotals	\$2,840.46	\$25,123.43
Due To Seller	\$22,282.97	
Totals	\$25,123.43	\$25,123.43

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Vrijheid Enterprises, Inc. dba LEER Title Services to cause the funds to be disbursed in accordance with this statement.

CITY OF BLACKDUCK

_____ Date

Christina Regas
City Administrator

Maxwell Gullette
Mayor



Debt Service Statement

WIRES due by January 31, 2023
 CHECKS due by January 25, 2023

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

Statement #: 75148
 Statement Date: December 14,
 2022

RE: \$1,965,000.00 General Obligation Temporary Bond, Series 2022A

<u>Debt Service Date</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due</u>
02-01-2023	092282	\$0.00	\$23,798.33	\$23,798.33

Payment Instructions

WIRES due by January 31, 2023
 Wells Fargo Bank, San Francisco, CA
 ABA #: 121000248
 BNF: BTSC Paying Agent Account
 Account #: 4126695238
 Ref: 339729

CHECKS due by January 25, 2023
 Make check payable to:
 Bond Trust Services Corporation
 Ref: 339729
 Send to:
 Bond Trust Services Corporation
 Attn: Accounts Receivable
 3060 Centre Pointe Drive, Suite 110
 Roseville, MN 55113-1105

Please direct any questions to:
 Accounts Receivable, (651) 209-1010

Interest Payment Break-down recommendation for General Obligation Temporary Bond, Series 2022A

Equipment Portion: 601-43200-612 - \$1,877.22 (Water DW Checking Cash Account)
 602-43200-611 - \$1,877.22 (Sewer DW Checking Cash Account)

Utility Revenue Portion: 601-43200-610 - \$3,451.66 (Water DW Checking Cash Account)
 602-43200-610 - \$3,451.66 (Sewer DW Checking Cash Account)

CIP Portion (General Fund): 101-43100-611 - \$6,570.28 (Streets DW Savings Account)
 101-42110-611 - \$6,570.28 (Police DW Savings Account)

Total Payment - \$23,798.32 (funding to return to cash accounts after sale of City Property (less Police Dept))

For your convenience, multiple Statements/Invoices may be combined in one payment.
Thank you for your business!



CITY OF BLACKDUCK
Receipts

04/20/23 3:15 PM
Page 1

Current Period: April 2023

Receipt Batch 881stStSale	\$22,282.97		
Refer	116 LEER TITAL SERVICES	Ck# 338145 4/14/2023	
Cash Receipt	R 601-34110 Sale of Property	Sale of 88 1st Street SE Property - less closing cost	\$1,877.22
Cash Receipt	R 602-34110 Sale of Property	Sale of 88 1st Street SE Property - less closing cost	\$1,877.22
Cash Receipt	R 601-34110 Sale of Property	Sale of 88 1st Street SE Property - less closing cost	\$2,693.98
Cash Receipt	R 602-34110 Sale of Property	Sale of 88 1st Street SE Property - less closing cost	\$2,693.98
Transaction Date	4/17/2023	DW Checking 10100	Total \$9,142.40
Total Refer			116 \$9,142.40

Refer	117 LEER TITAL SERVICES	Ck# 338145 4/14/2023	
Cash Receipt	R 101-34110 Sale of Property	Sale of 88 1st Street SE - less closing costs	\$13,140.57
Transaction Date	4/17/2023	Deerwood Money M 10104	Total \$13,140.57
Total Refer			117 \$13,140.57

Fund Summary

	10100 DW Checking	
601 WATER FUND		\$4,571.20
602 SEWER FUND		\$4,571.20
		<u>\$9,142.40</u>
	10104 Deerwood Money M	
101 GENERAL FUND		\$13,140.57
		<u>\$13,140.57</u>



CITY OF BLACKDUCK RESOLUTION NO: 2023-01

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 have committed to improving the infrastructure, facilities and equipment that serve the City of Blackduck,

AND WHERAS, the City Council of the City of Blackduck have approved the construction of a new public works / public safety facility located on 197 Industrial Drive NW,

AND WHERAS, the facility constructed will house the public works department and police department and its equipment,

AND WHEREAS, the relocation of the public works department to the newly constructed facility will vacate existing government property,

AND WHEREAS, the City Council of the City of Blackduck requires government owned property return to the tax base of the City,

AND WHERAS, government property whose legal description is noted in **updated Exhibit A** which includes PIN# 81.00**161**.00 is utilized by the public works department and will vacate after construction of the new facility is completed,

AND WHEREAS, the City Council of the City of Blackduck acknowledges the government property must sell to a private party to return to the tax base of the City,

AND WHEREAS, the City Council of the City of Blackduck acknowledges the sale of the property at 88 1st Street **SE** (81.00161.00) 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 # 81.00161.00. **(See attached Exhibit 'A')**

Revised and Adopted by the City Council on May 8, 2023

Maxwell Gullette, Mayor

Christina Regas – City Administrator



CITY OF BLACKDUCK RESOLUTION NO: 2023-01

EXHIBIT A





CITY OF BLACKDUCK RESOLUTION NO: 2023-01

State of Minnesota

County of Beltrami
City of Blackduck

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Blackduck, Minnesota at a duly authorized meeting thereof held on the 8th day of May 2023, as shown by the minutes of said meeting in my possession.

Christina Regas, City Administrator



GOLF BOARD MEETING

BLACKDUCK GOLF COURSE – GOLF COURSE

April 13, 2023 @ 2PM

Golf Board members in attendance: Misty Frenzel, Maxwell Gullette, and Kevin Erpelding, Christina Regas, and Donald Johnson

Golf Board members absent: none

Golf Board members met at the Blackduck Golf Course to discuss the 2023 Season.

OLD BUSINESS –

1. 2022 Inventories – On hand and costs for clothing – Frenzel reported on 2022 inventory on-hands for clothing. Erpelding requested existing inventory of liquor, beer, pop, clothing and golf merchandise be added to the golf course income statement.

ACTION ITEM: Regas and Frenzel will work to revise the income statement.

NEW BUSINESS –

1. 2023 & FUTURE COURSE & CLUB HOUSE ACTION ITEMS TO COMPLETE – Frenzel reported on action items the course and club house need completion and to gain feedback from the board.

- a. 2023 ACTION ITEMS IDENTIFIED:

- i. Replace 3 exterior doors approved in 2022 – Frenzel reports the doors authorized in 2022 have not been installed 1 is delivered but not installed and the other 2 still @ Northwoods Lumber – the quote to install the doors is \$300/door – PW has told Frenzel that it is on their to-do list.
- ii. Clean out Club house gutters – Frenzel states PQ has this on their to-do list.
- iii. Wire Tee-Shed – quote pending – Frenzel is awaiting a quote to wire the tee-shed and will report when it comes in.
- iv. Replace 777 Mower – Frenzel has started to work with John Deere as the existing mower is close to end of life and needs a replacement. This mower works on the roughs where the new rough mower can't reach in smaller areas. Erpelding is looking at a mower to upgrade the 777 and has a potential replacement with a 60" deck – this mower would be in the \$5000 range – funding will need to be discussed.
- v. Develop Golf Cart replacement Plan – Frenzel is working with Versatile to development a replacement plan and wants to begin with 3 gas carts that have inconsistent use. Erpelding suggests replacing 3-5 carts every year once the plan is developed. Frenzel wants to turn over the gas carts first. Erpelding suggests dealing with Versatile to flip the carts. Board members agreed to put the gas carts for sale the spring for \$1000 each.
ACTION ITEM – Frenzel and Regas will check how best to sell the green gas carts
- vi. Clean Carpets – quote provided – Frenzel provided a quote for \$775 to clean the carpets in the club house. Regas recommended moving forward stating the carpets were last cleaned in 2019. Regas recommended using building maintenance funds for the 2023 season to cover the costs.



GOLF BOARD MEETING

BLACKDUCK GOLF COURSE – GOLF COURSE

April 13, 2023 @ 2PM

- vii. Fix cracked cement on sidewalk entrance to Club house – Frenzel recommends fixing the crack and heave in the front sidewalk this season. Johnson recommends contacting Lakes Concrete for a contractor resource.
ACTION ITEM – Frenzel will find a contractor to gain a quote for service.
- viii. Sell Old tractor not in use (equipment) – Frenzel reports there are several pieces of equipment that should be sold that is not being used. Frenzel used the old tractor as an example. Board members discussed the value in repairing the equipment first vs. selling as is and agreed to look into what is wrong with each piece to determine value. Regas recommended using Country Real Estate & Auction to sell the equipment and states there is a report that has SN# and Make/Model to provide to Frenzel but may be outdated.
ACTION ITEM – Frenzel will work to inventory equipment that should be sold. Regas will assist to potentially list all equipment with Country Real Estate & Auctions.
- ix. Take action on old used TORO mowers – Frenzel reports the same position on the old used TORO mowers as the old tractor. Board members agreed to take the same path by inventory equipment; check for value; list in an auction or sell as is locally.
- x. Level & smooth out fairways – FALL project – Frenzel reports Kurt Benson has offered 2-3 seasons to assist in smoothing out fairways that have large irregularities. Benson has the equipment and Frenzel would like to work on the fairways this season. Board members agreed to work with Benson to develop a plan to identify and map the areas and greens that need care; then request a quote for service. Board members further agreed that the work could begin and continue throughout the regular season.

b. FUTURE ACTION ITEMS IDENTIFIED:

- i. Grind stumps of trees taken out - Board members discussed the need to develop a plan to begin grinding stumps on the course. Several contractors were named that provide this service. Members discussed the benefit to having a stump grinder attachment to the city skid steer.
- ii. Permanent Parking Lot plans – Members discussed the need to develop a plan to make permanent updates to the parking lot. Regas reports \$8000 was budgeted in 2023 for this project. Frenzel will begin discussing the project with Gerit Hanson to understand the costs and needs and report back to the board.
- iii. Add fuel tanks at shop – Frenzel reports the need to have 2 – 300 gallon fuel tanks on the property by the maintenance garage to avoid the current fuel storage issues. Frenzel states the Blackduck Coop would fill that tanks and provide a discount if purchased a bulk rate. Members agreed to look at a plan for the future.

2. 2023 SEASON OPENER

- a. Staff Meeting – Sunday, April 23, 2023 @ 2pm – Frenzel reports a scheduled staff meeting will be held in April.
- b. Scheduled Events – nothing discussed



GOLF BOARD MEETING

BLACKDUCK GOLF COURSE – GOLF COURSE

April 13, 2023 @ 2PM

3. OTHER ITEMS TO DISCUSS: Frenzel reports needing to replace the worktop table on loan from a member with a worktop refrigerator in the new kitchen. Frenzel reports public interest for the golf course to attain a catering license.

ADJOURN – Golf board members adjourned the meeting at 4:10pm



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

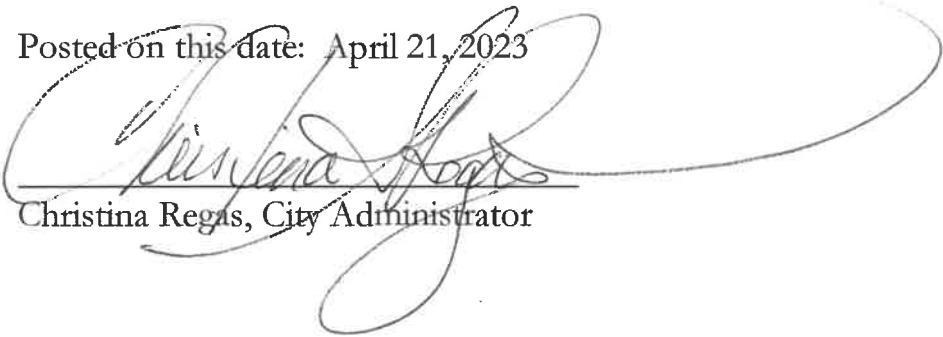
NOTICE

for Meeting pursuant to Minnesota Stat. § 13D.05 subd. 3(c)(3) City of Blackduck City Council Notice of Closed Meeting

NOTICE IS HEREBY GIVEN that the City Council of the City of Blackduck will hold a Closed Meeting on April 24, 2023 at @ 7:30pm at Blackduck City Hall located at 8 Summit Avenue E. Blackduck, MN 56630

In accordance with the requirements of Minn. Stat. Section 13D.05 subd. 3(c)(3), Mayor Maxwell Gullette has determined that a closed session with the City Council is allowed under subd. 3(c)(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Posted on this date: April 21, 2023



Christina Regas, City Administrator

www.blackduckmn.com

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

"The City Of Blackduck Is An Equal Opportunity Provider"