



AGENDA

Blackduck City Council - Work Session Meeting

6:00 PM - Monday, July 21, 2025

City Hall, 8 Summit Drive, Blackduck MN

Page

1. CALL TO ORDER
 - a. Roll call
 - b. Pledge of Allegiance
2. APPROVAL OF AGENDA
3. RECOGNITION OF COMMUNITY SERVICE - BLACKDUCK POLICE CHIEF JOSH ARHART
4. OLD BUSINESS
 - a. Blackduck Co-op Fertilizer Plant Construction & Cedar Avenue Extension 2 - 4
[2025-12 Resolution recognizing an extension of Cedar Ave.](#)
[2 easements Conveyance AM - PARCEL SKETCH](#)
 - b. PER / ER - Widseth
 - c. Kitchigami Regional Library Improvement Project -
 - d. Lions Duck Restoration Project
 - e. Blackduck City Hall Repairs - Status of Funding Opportunity with Beltrami Electric Coop 5 - 8
[4280-4 RED Grant Letter of Conditions](#)
 - f. Birch & Beyond Inc. Property Sale & ROW vacation request 9 - 15
[579403](#)
 - g. Ordinance Amendment - Lakeview Cemetery - Chapter 6 16 - 22
[Ordinance 2025-03 Lakeview Cemetery](#)
 - h. 2024 Financial Audit Presentation & Submission - August 4, 2025
 - i. Local Option Sales Tax - Monthly Report 23
[May 2025](#)
5. NEW BUSINESS
 - a. MnDot Updates - 71/72 Intersection Project and Intent to Participate - Ethan Anstine 24 - 26
[0410-53 ProjLoc](#)
[MnDot District 2 presentation](#)
[0410-53 Intent to Participate 7-14-25 DRAFT](#)
6. ADJOURNMENT



CITY OF BLACKDUCK

RESOLUTION NO: 2025-12

RESOLUTION REGARDING EXTENSION OF CEDAR AVENUE

WHEREAS, the Blue Ox Trail runs through the City on railbank property owned and controlled by the Minnesota Department of Transportation (MnDOT); and

WHEREAS, Blackduck Coop AG Services, Inc. (the Coop) owns and operates a business at the end Cedar Avenue partially on land that, historically, was part of the railbank property and leased from MnDOT; and

WHEREAS, in 2024 the City acquired two portions of the railbank property from MnDOT and sold them to the Coop as part of a planned business expansion; and

WHEREAS, the two parcels are on opposite sides of the Blue Ox trail, requiring the Coop to cross the railbank property to get from one parcel to the other; and

WHEREAS, a portion of the crossing abuts City parcels on which Cedar Avenue is located; and

WHEREAS, a question arose as to whether the City maintains the portion of railbank property extending from Cedar Avenue, at the southern end of the City parcels, towards the Blue Ox Trail (the Extension); and

WHEREAS, City staff historically maintained Cedar Avenue and beyond it into and through the Extension to the Coop's leased property.

THEREFORE, BE IT RESOLVED as follows:

The City acknowledges its historical maintenance of the Extension of Cedar Avenue, and that said maintenance may constitute statutory dedication of all or part of the Extension pursuant to Minn. Stat. § 160.05.

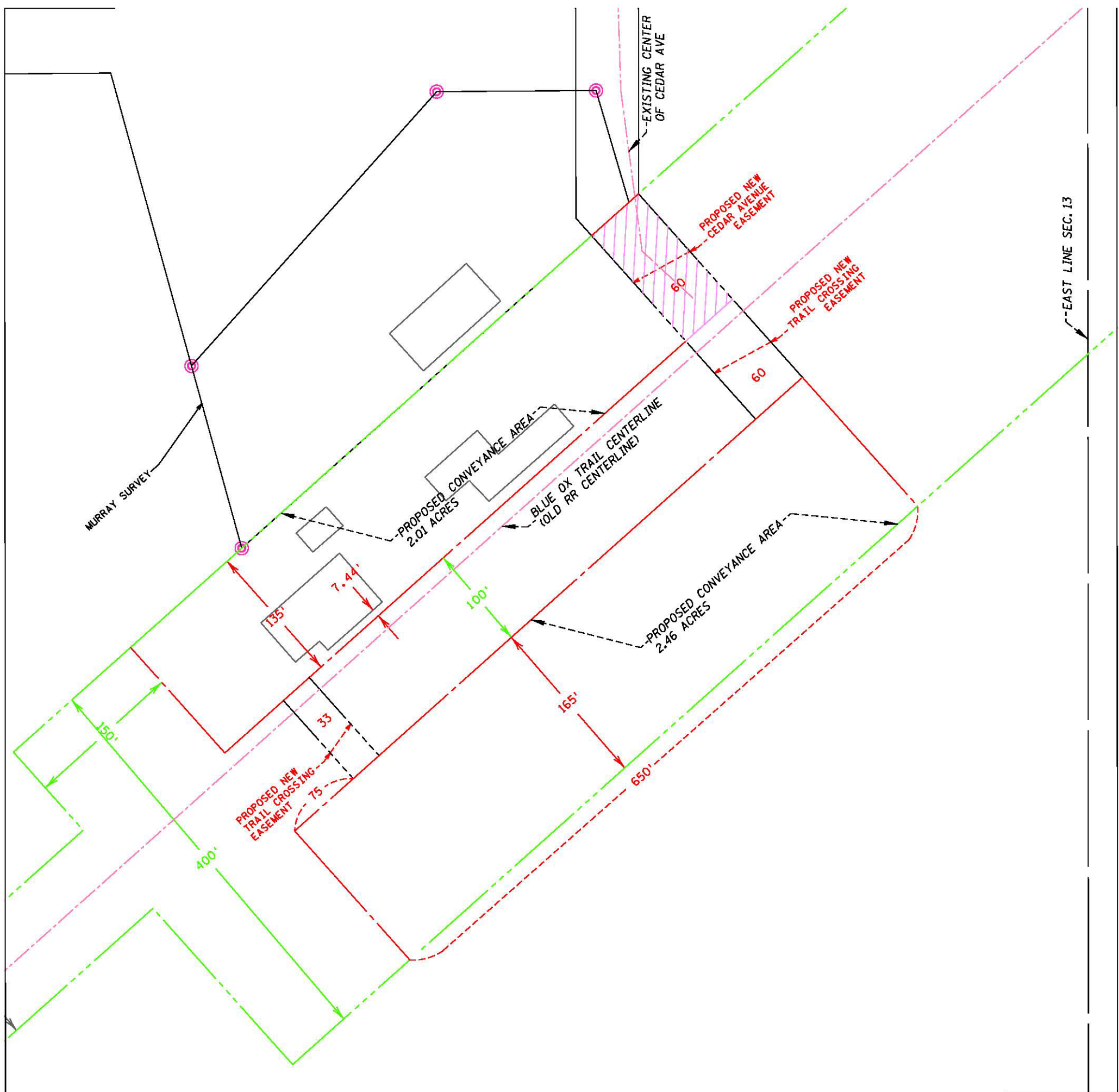
Adopted by the City Council of the City of Blackduck this 4th day of August 2025.

ATTEST:

Maxwell Gullette, Mayor

Christina Regas, City Administrator

Sheet 1 of 2
Scale 1 inch = 100ft.





**RURAL ECONOMIC DEVELOPMENT GRANT
LETTER OF CONDITIONS**

Date: _____

Name/President

RUS Utility

Address

City, State, Zip

Dear Mr. _____:

We are pleased to announce that the application of the _____, (the Grantee) for a grant in the amount of _____ (Grant) to make an initial loan to _____ (Ultimate Recipient) and to establish a revolving loan fund (Revolving Loan Fund) in accordance with the Grantee's Revolving Loan Fund Plan dated _____, as approved by Rural Development (Plan) has received approval of Rural Development, subject to the following terms and conditions:

A. The Grantee provides:

1. evidence that it has created a Revolving Loan Fund Account (Account) and has deposited the approved contribution amount in the Account.
2. a resolution of its Board of Directors adopting the Plan approved by Rural Development.
3. satisfactory evidence that it has obtained fidelity bond coverage on all of its officers, employees or agents that are authorized to receive or disburse funds from the Revolving Loan Fund, in the total amount of the Grant, or the Revolving Loan Fund, whichever is greater.
4. duplicate original sets of duly authorized and executed copies of this Letter of Conditions.
5. duplicate original sets of duly authorized and executed copies of the Rural Economic Development Grant Agreement (Grant Agreement.)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0035. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

6. a legal opinion from its counsel stating that the Grantee possesses the necessary legal authority to execute the Letter of Conditions and the Grant Agreement and to execute the Plan.
7. evidence of satisfactory written procedures to:
 - (i) minimize the time elapsing between receipt of funds from Rural Development and disbursement of funds to the Ultimate Recipient,
 - (ii) ensure funds control and accountability in accordance with 7 CFR parts 3015 and 3019 as applicable,
 - (iii) limit cash advances from Rural Development to the minimum amounts needed for the actual, immediate cash required for carrying out the project.

8. Central Contractor Registration and Universal Identifier Requirements. Unless you exempted from this requirement under 2 CFR 25.110, you as the recipient must register before the Grant Agreement is executed and maintain the currency of your information in the CCR for the life of the Revolving Loan Fund. This requires you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Additional information about registration procedures may be found at the CCR Internet site (<http://www.ccr.gov>).

And,

B. Rural Development approves

1. the Grantee's loan agreement, promissory note(s), and security agreement which will be entered into with the Ultimate Recipient.
2. a legal opinion provided by counsel for the Ultimate Recipient, regarding the legal ability of the Ultimate Recipient to incur debt and perform its obligations under the loan agreement.
3. satisfactory evidence that the following other terms and conditions have been met:
 - i. The Intermediary covenants that it will comply with P.L. 93-495, "Equal Credit Opportunity Act," and Title VI of the Civil Rights Act of 1964, "Nondiscrimination in Federally Assisted Programs, "42 U.S.C. 2000dr, Section 504 of the Rehabilitation Act for Federally Conducted Programs and Activities, the Age Discrimination Act of 1975 and the Americans with Disabilities Act. Rural Development shall be under no obligation to advance the Loan funds until RD Forms 400-1, Equal Opportunity Agreement and 400-4, Assurance Agreement, are executed by the Intermediary and delivered to Rural Development.

Each ultimate recipient will be required to execute 400-4 Assurance Agreement.

- ii. As per 3015.17 – Fidelity bonds
 - (a) If the recipient (Intermediary) is not a unit of government, the awarding agency (Rural Development) may require the recipient to carry adequate fidelity bond

coverage where the absence of coverage for the grant-supported activity is considered as creating an unacceptable risk.

- (b) If the subrecipient (Ultimate Recipient) is not a unit of government, the awarding agency (Rural Development) or the recipient (Intermediary) may require that the subrecipient carry adequate fidelity bond coverage where the absence of coverage for the subgrant-supported activity is considered as creating an unacceptable risk.

The required amount of fidelity bond coverage is the amount of the grant or the revolving loan fund, whichever is greater.

- iii. Rural Development shall be under no obligation to advance Grant funds until the Intermediary has provided satisfactory evidence to Rural Development, that the Ultimate Recipient has obtained funds or received binding commitments for supplemental financing in the approximate amount of \$ _____ that is needed, in addition to the Grant proceeds, to ensure completion of the Project. An attachment for listing the sources of supplemental financing is enclosed as Attachment A.

The Attachment A is to be completed by the ultimate recipient with evidence of the availability of the supplemental financing attached. Indicate on the attachment, any supplemental financing for the Project that will come from the Intermediary.

- iv. A certification of authority (Attachment B) shall be executed by the Intermediary indicating the person authorized to requisition funds from Rural Development.
- v. The Intermediary covenants that it will provide to Rural Development, upon completion of the Project, a management representation letter certifying to the statements in Attachment C of the Letter of Conditions.
- vi. The Intermediary covenants that its loan agreement with the Ultimate Recipient will require the Ultimate Recipient to provide to Rural Development and the Intermediary, upon completion of the Project, a management representation letter certifying to the statements in Attachment D of the Letter of Conditions.

The enclosed certification form entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" must be referenced in, and included as an exhibit to, the loan agreement that you execute with the Ultimate Recipient. The Ultimate Recipient in turn, must require these certifications in any lower tier covered transactions. Please note this certification is for the signature of the Ultimate Recipient.

Please evidence acceptance of the terms and conditions of this Letter of Conditions by executing and dating the enclosed duplicate original in the space provided and returning it to Rural Development within 30 days from the date of this Letter of Conditions. The Grantee must comply with the conditions set forth in this Letter of Conditions within 120 days from the date of its acceptance. Unless extended, if the Grantee has not complied with these stipulations, the Grant commitment will be automatically rescinded.

Sincerely,

Area Director

Accepted and Agreed to:

Intermediary

by: _____
President /Chairperson

[Date]

(SEAL)

Attested to for the Intermediary:

by: _____
Secretary

Enclosures:

- Duplicate Original Letter of Conditions
- Attachment A – Supplemental Financing
- Attachment B – Certificate of Authority
- Attachment C - Intermediary Management Representation Letter
- Attachment D - Ultimate Recipient Management Representation Letter

The Recipient must comply with the provisions of the Build America, Buy America Act (BABAA) (the “Act”). Pub. L. No. 117-58, §§ 70901-52, which was enacted on November 15, 2022. The Act requires that “none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Ultimate recipients must comply with BABAA; however, for-profit entities and other entities not included in the definition of Non-Federal Entities, defined pursuant to 2 CFR 200.1, are not subject to BABAA. The Recipient should consult with the Agency for information on any applicable public interest waivers.

Recipients work plan/revolving loan fund plan must include Intermediary’s processes and procedures to implement the provisions of BABAA in accordance with Rural Development’s Buy America Implementation Guide and ensure that ultimate recipient projects assisted with MPILP funding comply with BABAA.

PURCHASE AGREEMENT

This Agreement is entered into by and between **the City of Blackduck**, a Minnesota municipal corporation (“Seller”), and **Birch & Beyond, Inc.**, a Delaware corporation (“Buyer”).

RECITALS

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

See attached Exhibit A.

- B. Seller wishes to convey and Buyer wishes to purchase the Property, together with all rights, privileges, easements, and appurtenances belonging thereto, as illustrated in Exhibit B.

AGREEMENT

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

1. **Effective Date.** The effective date of this Agreement is [DATE] (the “Effective Date”).
2. **Sale of Property.** Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property including all easements and rights of every kind and nature benefiting or appurtenant to the Property.
3. **Purchase Price.** The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property shall be [PRICE].
4. **Closing.** Unless otherwise agreed to, the closing of the purchase and sale contemplated by this Agreement (“Closing”) shall be held at such place as may be agreed upon by the parties, within 14 days of Buyer receiving the Title Commitment (“Closing Date”). At the Closing, Buyer shall pay the Purchase Price to Seller and the following closing documents shall be executed and delivered:
 - a. Seller shall deliver a warranty deed conveying the Property to Buyer, free and clear of all encumbrances, except the following:

- i. Property taxes and special assessments to be paid in accordance with this Agreement; and
 - ii. Building codes and laws and ordinances related to zoning and land use.
- b. A closing statement detailing the financial terms of the Closing.
- c. All other documents necessary to transfer the Property to Buyer free and clear of all encumbrances, except those listed above.

5. Additional Costs.

- a. **Closing Costs.** Buyer agrees to pay all reasonable and customary closing costs charged in connection with its purchase of the Property
- b. **Documentary Taxes.** Buyer shall pay the state tax for the deed to be delivered by Seller under this Agreement as well as all recording fees related to this transaction.
- c. **Real Estate Taxes and Levied and Pending Assessments.** General real estate taxes due and payable in 2025 shall be prorated by Seller and Buyer to the Closing Date based upon a calendar fiscal year. Any deferred property taxes shall be paid by Buyer. Buyer shall pay all special assessments levied or pending against the Property, if any, as of the date of this Agreement.
- d. **Attorneys' Fees.** Buyer agrees to pay for its own and Seller's attorneys' fees in connection with execution of this Agreement. Additionally, a party defaulting under this Agreement or any closing document will pay the reasonable attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

6. Title.

- a. **Title Commitment.** Prior to the Closing Date, Seller shall obtain, at Buyer's expense, evidence of title in the form of a commitment for an owner's title insurance policy, issued by Title Company ("Title Commitment"), and copies of all documents, instruments and matters shown as exceptions in the Title Commitment which are recorded in the office of the clerk and recorder of the county in which the Property is located.
- b. **Title Review.** Buyer shall have 14 days to review the Title Commitment.

- c. **Title Policy.** At Buyer's request and expense, Buyer may obtain a title insurance policy for the Property, to be delivered by the Title Company following the Closing.
7. **Covenants and Warranties of Seller.** Seller makes no representations and warranties to Buyer. The property is sold "as is."
- a. Buyer is purchasing and acquiring the Property in "as-is, where-is" condition and "with all faults" and agrees that it is relying upon no warranties, representations or statements by Seller or any other person acting by or on behalf of Seller in entering into this Agreement or in closing the transactions contemplated herein; and (b) Buyer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees.
 - b. Unless otherwise agreed in a separate writing and except as otherwise expressly provided in this Agreement, Buyer (and any party claiming through or under Buyer) hereby agrees that following the Closing, Seller shall be fully and finally released from any and all claims or liabilities against the Seller related to or arising on account of the condition of or title to the Property, including without limitation any matters specifically referenced in this Agreement.
8. **Disclosures.** Except as set forth above, Buyer waives disclosures, unless waiver is not permitted by law. The Property is sold "as is."
9. **Contingencies:**
- a. Title is found acceptable to Buyer.
 - b. Buyer makes payment in accordance with this agreement.
 - c. Legal description to be verified and acceptable to Seller and Buyer.
- Either party may cancel this agreement without any further obligation if a contingency is not met.
10. **Notices.** All notices required herein shall be in writing and delivered personally or mailed via certified mail, postage prepaid, directed to addressee at their respective address set forth below. If mailed, notice is effective as of the date of mailing.

To Buyer:

[NAME]

Birch & Beyond, Inc.
217 Main Street
Blackduck, MN 55630

To Seller:

Christina Regas
City Administrator
8 Summit Avenue NE,
Blackduck, MN 56630

With a copy to:

Joseph J. Langel
Ratwik, Roszak & Maloney, P.A.
444 Cedar Street, Suite 2100
St. Paul, MN 55101

11. **Brokerage Commissions.** The parties acknowledge and agree that they have not incurred any real estate brokerage fees, finders' fees, commissions or any other fees to any third party in connection with this purchase and sale. If there is an offending party regarding this provision, the offending party shall indemnify and hold harmless the non-offending party.
12. **Successors and Assigns.** All terms and provisions of this Option Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, transferees, successors and assigns.
13. **Complete Agreement/Amendment.** This is a final Agreement between the parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. No other agreement, statement or promise made by any party and no amendment, modification or other change of any provision of this Agreement shall be effective unless in writing signed by the parties.
14. **Remedies.** If either party fails to perform the terms and conditions of this Agreement, the other party may cancel this Agreement, the sole remedy for either party is to cancel this Agreement, without costs, fees, or damages. Both parties agree to cooperate and sign a cancellation of the agreement if asked to do so.

15. **Survival.** The terms of this agreement survive the closing.
16. **Severability.** If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.
17. **Time of the Essence.** Time is of the essence under this Agreement and each and every provision hereof.
18. **Counterparts.** This Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date. In addition, the parties may deliver execution counterparts of this Agreement by facsimile transmission or email (scan signature page) and acknowledge that they shall be bound upon the delivery of such a transmission of a copy of executed signature pages.
19. **Minnesota Law.** This contract shall be governed by the laws of the State of Minnesota.

SELLER:

BUYER:

Maxwell Gullette, Mayor

[NAME]

Christina Regas, City Administrator

[NAME]

EXHIBIT A
TO
PURCHASE AGREEMENT

Legal Description of the Property

That Part of Outlot B, Third Addition to Blackduck described as follows: Beginning at the Southeasterly corner of Lot Twelve (12), Block One (1), Blackduck, and running in a Southwesterly direction along an extension of the East boundary line of Lot Twelve (12), Block One (1), Blackduck, for a distance of Sixty (60) feet to a point which constitutes a point of beginning of the tract herein described. Thence continuing in the same fashion a distance of Sixty (60) feet; thence at right angles to the right a distance of One Hundred Sixty (160) feet; thence at right angles to the right a distance of Sixty (60) feet; thence at right angles to the right to the point of beginning of the tract herein described.

EXHIBIT B
TO
PURCHASE AGREEMENT





CITY OF BLACKDUCK ORDINANCE #2025-03

AN ORDINANCE AMENDING CHAPTER 6, LAKEVIEW CEMETERY, OF THE CITY CODE

The City Council of Blackduck, Minnesota, ordains:

Section 1 – Section 600.01 Description / Name is amended as follows, with deleted language struck out and new language in red.

A cemetery has been established and is continued upon land owned by the City, in ~~Section 14 Township 149 Range 031, East 873.04' of South 716.69' of North 749.69' of Northeast 1/4 of Northeast 1/4 Less Parcel 186-01 and Section 14 Township 149 Range 031, Beginning at a point 33' West and 33' South of the Northeast Corner of the Northeast 1/4 of the Northeast 1/4, thence South on a line parallel to and 33' West of the East Section Line of above described section, a distance of 466.69; to an iron pipe drove in the ground, thence West making a deflection angle of 89*47' a distance of 466.69' (to an iron pipe) thence North making a deflection angle of 90*13' a distance of 466.69 (to an iron pipe) thence East making a deflection angle of 89*47' on a line parallel to and 33' South of the North section line of above section a distance of 466.69 feet (to an iron pipe) which is the place of beginning.~~ **SECT-14 TWP-149 RANGE-031 5 AC BEGINNING AT A POINT 33' W AND 33' S OF THE NE CORNER OF THE NE1/4 OF THE NE1/4, THENCE S ON A LINE PARALLEL TO AND 33' W OF THE E SECTION LINE OF ABOVE DESCRIBED SECTION, A DISTANCE OF 466.69' TO AN IRON PIPE DROVE IN THE GROUND, THENCE W MAKING A DEFLECTION ANGLE OF 89*47' A DISTANCE OF 466.69' (TO AN IRON PIPE) THENCE N MAKING A DEFLECTION ANGLE OF 90*13' A DISTANCE OF 466.69' (TO AN IRON PIPE) THENCE E MAKING A DEFLECTION ANGLE OF 89*47' ON A LINE PARALLEL TO AND 33' S OF THE N SECTION LINE OF ABOVE SECTION A DISTANCE OF 466.69 FEET (TO AN IRON PIPE) WHICH IS THE PLACE OF BEGINNING OLD #180018601 & SECT-14 TWP-149 RANGE-031 9.36 AC E 873.04' OF S 716.69' OF N 749.69' OF NE1/4 OF NE1/4 LESS PARCEL 186-01 OLD #180018600**

Section 2 – Section 600.02 – Officers and Duties is amended as follows, with deleted language struck out and new language in red.

Subd. 1. ~~The Council shall be ex officio of said Cemetery, and the City Administrator shall be ex officio treasurer. The Council shall perform all the duties devolving upon the Trustees of cemetery associations as defined by the laws of this State. The Administrator shall perform all the duties devolving upon the secretary and treasurer of the cemetery associations as defined by the statutes.~~ **The responsibility for the management of Lakeview Cemetery and all matters relating thereto shall be vested in the City of Blackduck. The City of Blackduck Public Works Department shall be responsible for the care and maintenance of the cemetery. The City Administrator shall be responsible for the cemetery records and administering deeds to the public.**

Subd. 2. **The Lakeview Cemetery will be open to visitors during the hours of sunrise to sunset. Permission to enter at all other times shall be secured from the City. The City of Blackduck**



CITY OF BLACKDUCK ORDINANCE #2025-03

reserves the right to refuse admission to the cemetery and to refuse the use of any of the cemetery's facilities, at any time, to any person or persons whom the City may deem objectionable to the best interests of the cemetery. During the snow season, the access to cemetery roads may be blocked and only foot traffic allowed.

Section 3 – Section 600.03 - Sale of Cemetery Lots is amended as follows, with deleted language struck out and new language in red.

Subd. 1. The price of cemetery lots, vault rental fee, and other services, may be established from time to time by the City Council in the Ordinance Establishing Fees and Charges. Any person paying the price thus fixed for any lot shall be entitled to a deed conveying the same executed by the Mayor and City Administrator. **Upon full payment of the purchase price of a lot, or lots, the City of Blackduck will issue a cemetery deed conveying the lot, executed by the City, and the deed shall be recorded in the records of the City.** Said deed shall be for "the purpose of interment only", and shall be drawn subject to all the laws, rules and regulations of the City. ~~No title to any cemetery lot shall be transferred by the owner thereof except as authorized by Minnesota Statutes section 306.29. Whenever the title to any cemetery lot or shall be transferred by the owner, the City shall have the right to repurchase the same by paying to such owner the price originally paid to the City, less the portion thereof allocated to the Perpetual Care Fund under Section 600.09 of this Chapter.~~

Section 4 – Section 600.04 – Transfer of Lots – shall be amended by adding the following language:

The owner of the cemetery lot, or grave, may transfer lots:

1. To the City of Blackduck at the original sale price minus perpetual care (35%);
2. By will to any of his/her relatives who may survive him/her for the use and benefit of the person designated in the will;
3. By will to other persons not related to him/her for the use and benefit of the person designated in the will

In all cases, the owner must complete and have signed by witnesses and a Notary Public a transfer of ownership document provided by the City of Blackduck. The transfer of ownership document must be approved by the City prior to the transfer of lots by the owner. When a transfer has been made in conformance with these rules, such transfer shall be recorded in the cemetery records.

Section 5 – Section 600.04 – Deposits – shall be amended to **Section 600.05**

The City requires a deposit for headstones. If a headstone is not properly installed within eighteen (18) months after burial, the City may use the deposit to purchase and install a headstone to identify the occupant of the gravesite. The City shall from time to time establish the headstone deposit amount by Resolution. The City will refund the deposit upon proper installation of the headstone by the party who made the deposit.



CITY OF BLACKDUCK ORDINANCE #2025-03

Section 6 - 600.05 - Care and Maintenance – shall be amended to be **Section 600.06** and deleted language struck out and language in red added:

Subd 1. The City of Blackduck shall provide general care for the cemetery, which shall include maintenance of roadways, mowing grass, trimming and caring for trees and removal of fallen trees. This shall not include providing special care such as watering lawns or vases temporarily placed on the graves. The city shall have the right to remove trees, shrubs, plants or any structures now located upon any burial site, which has or shall become by reason of age or otherwise, unsightly or detrimental to the site upon which they are located or any adjacent site or avenue, and upon notification of the relatives if possible and shall have the right to remove any such trees, shrubs, plants or any structures which may be placed on a site contrary to the provision of these regulations.

Subd. 2 Artificial flowers may be placed in the approved urns or vases two weeks prior and two weeks after Memorial Day. Flowers must be securely fastened to the urn or vase so that they will not fall or be blown from the container and cause problems with mowing. No artificial flowers, flags, or decorations of similar nature shall be placed upon or attached to any grassy area, any tree or shrub; such flower improperly placed may be removed by the city. Any flowers, flags, or decorations may be removed after ten (10) days of being placed on the burial site in order to maintain orderly appearance.

Subd. 3 No gravesite ground of planting trees, shrubs, and flowers will be permitted. The City reserves the right to remove any tree shrub, vine, plant, or flower which may be unsightly, dangerous, or not keeping with the landscape design of the cemetery. ~~All landscaping, grading, and seeding shall be done by the City of Blackduck.~~

Subd. 4. The City of Blackduck cannot be held responsible for any damages, loss, or theft of any personal property such as flowers, plants, decorations, vases, crocks, markers, monuments, etc.

Section 7 - 600.06 - Conduct in the Cemetery - shall be amended to be **Section 600.07** and deleted language struck out and language in red added:

Subd. 1 Persons visiting the cemetery or attending funerals are strictly prohibited from writing upon, defacing, or damaging any memorial or breaking or injuring any tree, shrub, plant or other structure within the cemetery grounds.

Subd. 2 The following acts are expressly prohibited, as well as any other violations of City Ordinances and regulations that may apply:

- A. The driving of motor vehicles into the cemetery, unless attending a funeral, visiting a relative or friend's gravesite, or carrying on maintenance work authorized by the City with a speed limit not to exceed 10 miles per hour.
- B. The driving or parking of any motor vehicle across of upon any grave or lot except by authorized personnel.
- C. Bringing of lunches or refreshments into the cemetery or consuming them on the grounds.
- D. Peddling or soliciting the sale of any commodity within the cemetery.



CITY OF BLACKDUCK ORDINANCE #2025-03

- E. Placing of signs, notices, or advertisements of any kind within the cemetery.
- F. ~~Bringing~~ ~~The shooting of firearms into the cemetery,~~ except in the nature of a military salute or escort ~~is prohibited.~~ accompanying a veteran's funeral or attending memorial services, or by police officers while in the line of duty.
- G. All rude and boisterous conduct is prohibited.
- H. ~~Driving faster than ten (10) miles per hour in the cemetery shall be unlawful.~~
- I. No liquor of any kind shall be consumed in the cemetery.
- J. ~~The throwing of rubbish on any part of the ground.~~
- K. ~~No automobiles, trucks, wagons, snowmobiles, or other motorized vehicles shall drive on any cemetery lots, except authorized vehicles.~~

Subd. 3. No dog, cat or other household pet will be allowed in the cemetery unless on a leash secured by the pet owners. Any and all pet droppings will be removed promptly by the pet owner.

Subd. 4. Special cases may arise in which the literal enforcement or interpretation of a rule may impose on unnecessary hardship. The City reserves the right to make exceptions, suspensions, or modifications to any of these rules and regulations when the judgement of the City such action appears necessary and such a temporary exceptions, suspension, or modification shall in no way be construed as affecting the general application of such rules and regulations.

Section 8 - 600.07 - Unlawful to Destroy Property – is deleted in its entirety

~~It shall also be unlawful to destroy, injure, mutilate or remove any tombstone, monument, gravestone, building, fence, railing, or other structure in the cemetery, and it shall be unlawful to injure or destroy any tree, shrub or plant or to injure or interfere with any grounds or parking rules within the limits of the cemetery.~~

Section 9 - 600.08 - Burials and interments - shall be amended and deleted language struck out and language in red added:

Subd. 1 No burials or interments of any kind shall be made in said cemetery without prior notification to and permission from the City. Permission shall be granted if this Section and all regulations of the City and State pertaining to the cemetery are complied with.

Subd. 2 Lot owners are granted only the right of interment in their lots. The City of Blackduck reserves the right to refuse to permit the interment of anyone who is not at the time the owner of the lot, or a relative of the owner by blood or marriage. Permission, in writing and with the seal of a Notary Public, of the lot owner must accompany all requests for permits to bury persons not members of the immediate family of the lot owner.

Subd. 3. No casket shall be interred in the cemetery unless it is encased in a permanent type burial case or vault. Fiberglass vaults are prohibited. Ashes must be placed in an urn prior to burial. No vault is required for cremation.



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Subd. 4. Should the lot owner, or funeral director, fail or neglect to designate the location, the City of Blackduck reserves the right to make the interment in a location designated by the City. The City will not be responsible for any order given by telephone, or for any mistake occurring from the want of precise, proper instructions as to the particular location within a plot where interment is desired.

Subd. 5. The City of Blackduck will not be liable for the interment permit, nor the identity of the person sought to be interred.

Subd. ~~2~~ 6. No more than one non-cremation burial or interment and ~~three (3)~~ one (1) cremation burials shall be permitted on any one burial plot

Subd. ~~3~~ 7. No more than ~~four (4)~~ two (2) cremation burials shall be permitted on any one burial plot.

Section 10 - 600.09 - Perpetual Care Fund shall be amended and deleted language struck out and language in red added:

Subd. 1 The City Council shall designate a percentage of the sales price of any cemetery lot to be set apart as a Perpetual Care Fund for the care, maintenance and improvement of the cemetery. The funds shall be kept in separate accounts from other City funds as provided by law. The income from the Fund can be transferred to the Cemetery Fund for care, maintenance and improvement of the cemetery. General care assumed by the City shall in no case mean the maintenance, repair, or replacement of any marker or memorial placed or erected upon lots, nor the doing of special, unusual work in the cemetery.

Section 11 – 600.10 General Regulations – is deleted in its entirety and language is codified into Monuments and Markers.

Section 12 – 600.10 - Monuments and Markers – is amended as follows, with deleted language struck out and new language in red:

Subd. 1 General Regulations:

- a. No more than one monument shall be placed upon any one lot.
- b. All gravesites must have a headstone identifying the interment remains.
- c. Grave markers shall be set even with the ground.
- d. No lot shall be graded higher than the general level of the cemetery.
- e. No mound shall be built over any grave.
- f. No lot enclosures, such as fences, hedges, curbs, and the like shall be hereinafter constructed.
- g. If a second burial is made on any burial plot, it shall be marked by a flush marker and where monuments are permitted in the cemetery, only one monument per burial plot shall be permitted.



CITY OF BLACKDUCK ORDINANCE #2025-03

Subd. 4 ~~2~~ Location of Upright Markers

Upright markers cannot be placed in any lots in the following Blocks: M, N, O, P, Q, R, S, T, W, X, Y, and Z.

Subd. ~~2~~ 3 Location of Flat Markers

Flat marker may be placed on any lot in Blocks A-Z

Subd. 4. Placement of Markers

All markers including slab must fit within property lines. All markers and monuments must be set in cement unless otherwise approved by the City. The cement foundation must be at least 4" thick and have a 4" border around the monument.

Subd. ~~3~~ 5 Maintenance

It shall be the obligation of the owner of any cemetery lot or plot upon which a monument or marker (flat or upright) is located to maintain and keep such monument in a good state of repair at all times. In the event a monument creates a danger to public safety or interferes with maintenance of the cemetery, the City shall:

- A. Notify the owner, in writing, of the needed repair or maintenance and a date by which such repair or maintenance must be completed. Such notice shall be sent by first class mail to the last known address of the owner according to the official cemetery records maintained by the City.
- B. If the requested repair or maintenance is not completed by the date specified, the City may, at its discretion, repair, reset, or remove such monument. The cost for any such repair, resetting or removal shall be billed to the owner of the cemetery lot or plot.
- C. Whenever the City removes a monument, the City shall provide an alternate identification on the cemetery lot or plot. The cost of such alternate identification shall be included with the City's cost of removal and billed to the owner.

Section 13 – Effective Date

This ordinance shall take effect upon passage and publication as provided by law:

Passed and adopted this _____ day of _____, 2025.

Maxwell Gullette, Mayor

Attested: _____
Christina Regas, City Administrator



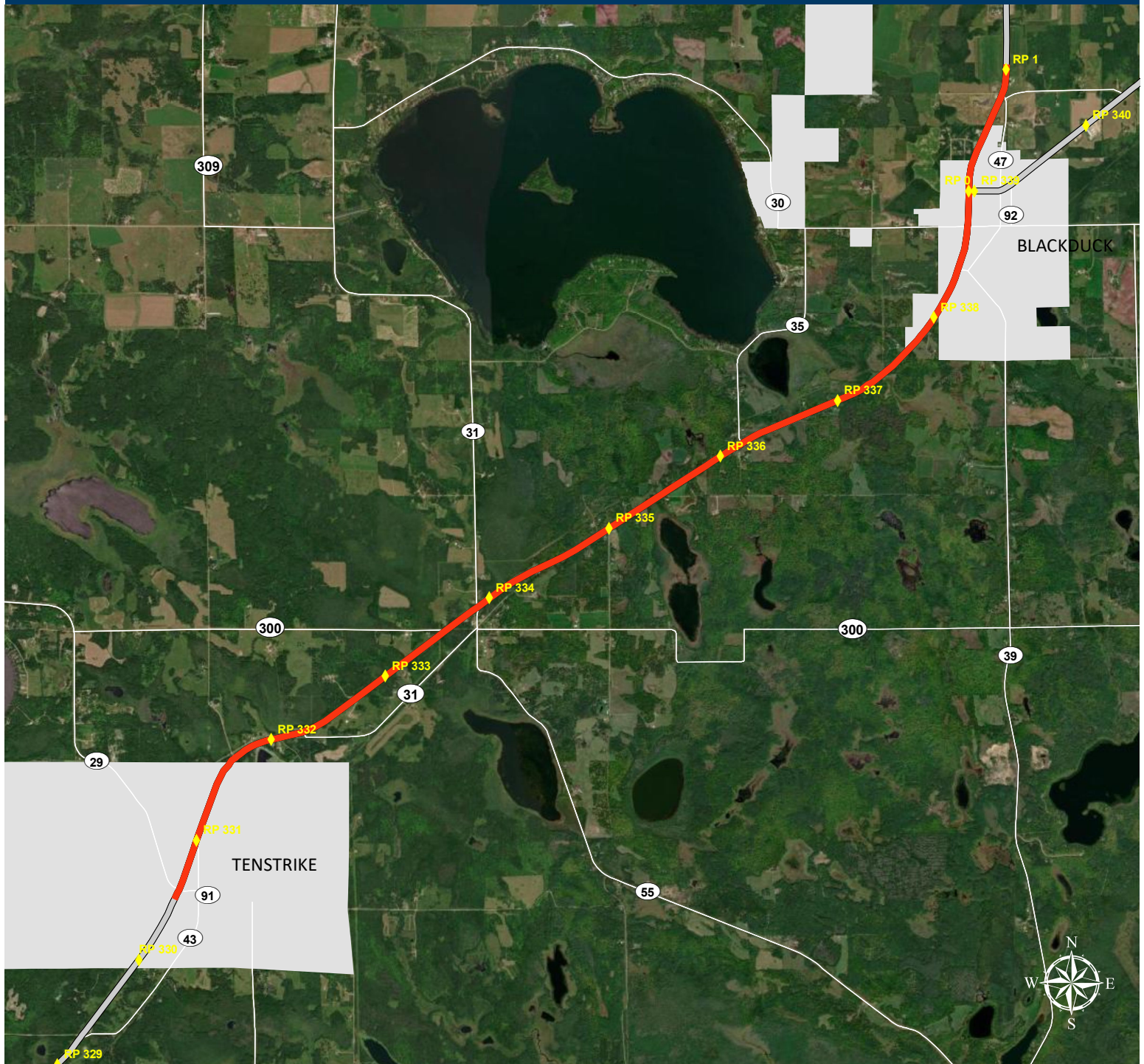
CITY OF BLACKDUCK ORDINANCE #2025-03

First / Final Reading: _____

DRAFT

SALES TAX RECEIPTS

City of Blackduck								
Payment Date	Revenue Month	Gross Revenue Amount	Start-up Costs (One-time only)	Miscellaneous Deduction or Addition (See notes below)	Administrative Cost	Net Amount Paid		
9/10/2024	July					-		
10/10/2024	August					-		
11/8/2024	September					-		
12/10/2024	October					-		
1/10/2025	November					-		
2/10/2025	December					-		
3/10/2025	January					-		
4/10/2025	February					-		
5/9/2025	March					-		
6/10/2025	April					-		
7/10/2025	May	6,188.39	(15,342.19)	9,209.50	(55.70)	0.00		
8/8/2025	June					-		
TOTAL		6,188.39	(15,342.19)	9,209.50	(55.70)	0.00		
Please note: This report contains current fiscal year information only.								
7/10/2025	May payment not enough to cover start-up costs. Remaining balance of \$9,209.50 will be deducted from future payments.							



PROJECT LOCATION:

ROUTE: US71; MN72
SP# 0410-53

LENGTH: 8.42 MILES

BEG R.P.: 328+00.534

END R.P.: 337+00.001

BEG R.P.: 0+00.000

END R.P.: 1+00.053

PROJECT DESCRIPTION:

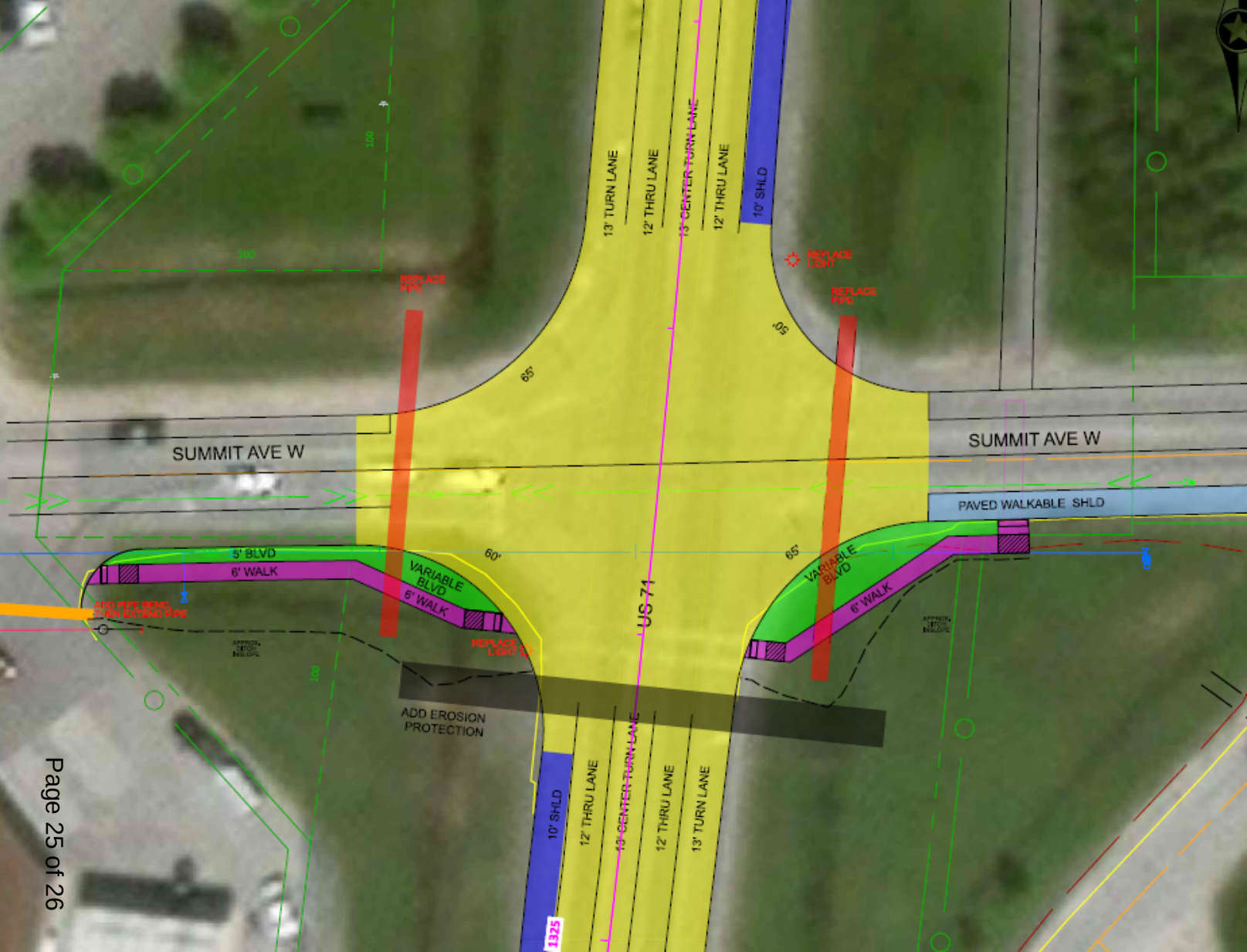
US 71, FROM BELTRAMI CSAH 29 IN TENSTRIKE TO
MN 72 IN BLACKDUCK & ON MN 72 FROM US 71 TO
ONE MILE NORTH IN BLACKDUCK (SEE SP 0412-28)

REFERENCE LEGEND

- ◆ Reference Post
- Trunk Highways
- County Highways
- Municipality
- County
- Project Location



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MNDOT AND THE CITY OF BLACKDUCK INTENT TO PARTICIPATE

State Project 0410-53 TH 71 and TH 72 Project Cooperative Agreement Planning Memo

- **Lighting**
 - Summit Ave and TH 71 Intersection Lighting- City agreed on 7/22/24 to install a new lighting system.
 - Maintenance
 - City of Blackduck
 - Ownership
 - City of Blackduck
 - Installation Cost
 - 50/50 split with MNDOT
 - Additional Comments: City of Blackduck would like to keep the existing poles for parts and have agreed that they will be onsite when contractor removes them. The city will work with the contractor and coordinate this transfer.
- **Sidewalks**
 - Maintenance responsibility including, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk marking, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks and aesthetic features in a safe, useable, and aesthetically acceptable condition.
 - City of Blackduck
 - Ownership
 - MNDOT
 - Installation Cost
 - MNDOT
- **Utility Relocates-Unknown as of 7/14/25**
 - City pays for their utilities to be relocated at 100 percent-no cost to MNDOT. City will also pay 100 percent of the adjustments to gate valve, curb stops, manholes, ect. MNDOT does not participate in the cost of any utilities owned by the city.
- **Crosswalk Striping**
 - Maintenance
 - City of Blackduck
 - Installation Costs
 - Paid for by MNDOT under project and thereafter no MNDOT expense.
- **City and county shall pay 8 admin charge on all bid items other than local owned utility items. The admin fee for local owned utility items (Unknown as of 7/14/25 see above) shall be reduced to 3 percent due to the locals providing their own survey and staking, material testing, and construction inspection services for their local owned utilities.**
- **City shall provide survey and staking, material testing, and construction inspection services for their local owned utilities (Unknown as of 7/14/25 see above). They may choose to do this internally with staff members or by contracting with a consultant to perform inspection services.**
- **Engineering services for plan sheets, special provisions, and cost estimating. City will pay for this at 100 percent their cost. Items shall be provided by the city and inserted into the MNDOT 0410-53 TH 71 plan and proposal.**