



AGENDA

Blackduck City Council - Work Session Meeting

6:00 PM - Monday, October 20, 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. OLD BUSINESS
 - a. City Engineer Update - Tim Ramerth, Widseth 2
[City of Blackduck - WHP Plan Next Steps Outline](#)
 - b. KRLS Library Improvement Project
 - c. Lions Duck & Historic Duck Projects
 - d. Blackduck City Hall Future Plans
 - e. Blackduck Lift Stations 3 - 36
[Blackduck MN Black Mallard LS Remodel QTE009680](#)
[Blackduck MN Main LS Pumps Panel QTE009810](#)
[Blackduck MN West End LS Remodel QTE009679 \(002\)](#)
[LoanApplication2023](#)
[StandardAgreementEngagementLetterforMunicipalAdvisoryServices \(1\)](#)
[StandardBondCounselServices](#)
[StandardPayAgentAgreement2013](#)
 - f. 2026 General Fund Budget - Workers Compensation Update 37
[WC Test - per LMCIT](#)
4. NEW BUSINESS
 - a. Blackduck Development Corp - Economic Community Coordinator Introduction
- Matthew Jedlicka
 - b. 2026 Meeting Schedule for City Council - Draft 38
[2025-19 Resolution adopting a meeting schedule for 2026](#)
 - c. Blackduck Police Department - Patrol Officer Vacancy
 - d. United Way of Bemidji Donation Drive 39 - 41
[United Way](#)
5. ADJOURNMENT

City of Blackduck Wellhead Protection (WHP) Plan – Next Steps

Brainerd/Baxter

7804 Industrial Park Road
Baxter MN 56425

218.829.5117

Baxter@Widseth.com

Widseth.com

- Minnesota Department of Health (MDH) Approval
 - MDH sent letters to the City and Widseth stating that the City's WHP Plan has been approved September 24, 2025.
- Adopting the WHP Plan
- Notify Local Government Units (LGUs) of WHP Plan Adoption
 - Within 60 days after the public water supplier has received department approval of the plan, they must notify the LGUs about MDH's approval and the adoption of the Plan by the City.
- Plan Implementation
 - Schedule an implementation meeting with MDH (WHP Planner: Dan Disrud). This meeting is to aid with prioritizing and scheduling the items that were included with the City's WHP Plan.
- Implementing the WHP Plan
- Funding
 - Plan Implementation Grant
 - Available to apply for twice a year, when available.
 - If not accepted in first attempt, the City will be placed on a backlist for the next grant.
 - Can be used for any item listed in the WHP Plan.
 - Funding ranges from \$1,000 (minimum) to \$15,000.
 - Competitive Grant
 - Available to apply for twice a year.
 - Funding ranges from \$500 (minimum) to \$10,000
 - This is cost share grant where the City must match the funds they are applying for.
 - Harder to get this type of funding due to the limited funds and number of applicants.
 - Must be used on items that specifically protect the WHP Source Area.



MINNESOTA PUMP WORKS

-a UFT Company-

Minnesota Pump Works
1 Cannon St W
Dundas, MN 55019

Quote
#QTE009680
08/22/2025

Bill To

Blackduck MN, City of
PO Box 380
Blackduck MN 56630
United States
Phone:

Ship To

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

Details

Black Mallard LS Remodel - Quote for sale and installation of new pumps, control panel, and all piping at your Black Mallard LS. Licensed electrician required by city to mount and land service power for control panel, we will provide start up assistance. Vac truck also required by city while piping work is being done. Freight is not included.

Prepared By

Ben Edlebeck

Phone

877-645-8004

Email

info@minnesotapumpworks.com

Sales Rep

Justin MacPherson

Expires

09/22/2025

Terms

Net 30

Item	Comment	QTY	Rate	Amount
11697 ABS XFP080C CB1.4 PE20/6 2.7/230/3 49' XP 3" D/C	8.4 FLA	2	\$7,402.00	\$14,804.00
11430 ABS SEAL LEAK/OVER TEMP RELAY, CA462, DIN RAIL MOUNTED, 110/230V-AC		2	\$634.00	\$1,268.00
23271 USEMCO DUPLEX NEMA 4X FLOOR MOUNT 3HP 230V PHASE CONVERSION VFD'S, SENTRY LITE PLC, TRANSDUCER, 3 FLOAT BACKUP, GEN POWER CIRCUITS, 12"X12" SPACE FOR DIALER	Full list of components included.	1	\$22,716.00	\$22,716.00
10288 ABS 4" GRA PEDESTAL KIT DN100 XFP W/ELBOW - 2" SINGLE GR		2	\$1,056.00	\$2,112.00
10647 ABS FASTENING KIT HRDWR 8X5/8-11X3, SS, 4" BRACKET TO PUMP		2	\$216.00	\$432.00
17476 HALLIDAY 2" UGRB SINGLE 304SS U4A EA 00A 03K A 3.3 CL (U4A SR UGBB) ABS PN 41686001		2	\$104.00	\$208.00

Thank you for your business.

Toll Free: 877-645-8004 | Email: info@minnesotapumpworks.com | Website: <http://www.minnesotapumpworks.com>



QTE009680

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Dundas, MN 55019

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19764 PIPE 2" 304SS SCH40 PIPE PE		40	\$24.00	\$960.00
18587 J-HOOK, STAINLESS STEEL		1	\$21.00	\$21.00
17621 HALLIDAY J6A 316SS 6-HOOK CABLE RACK		1	\$95.00	\$95.00
13369 CHAIN 1/4" 316SS HIGH TEST CHAIN		40	\$8.75	\$350.00
20638 SHACKLE 5/16" 316SS BOW SHACKLE RATED FOR 1,300 LBS		2	\$8.50	\$17.00
10042 4" SB FLANGE COUPLING ADAPTER(FCA) W/OUT PINS		2	\$420.00	\$840.00
26131 PIPE 4" DUCTILE IRON SPOOL 4" x 19'-10" FLXFL	TO MAKE 2EA FLGXPE SPOOLS FOR RISERS CONFIRM RISER LENGTH - MAX RISE EA 9' 10"	1	\$3,300.00	\$3,300.00
25454 VALVE CHECK PRATT 0400-851FL-1-FS-C 4" FLG SWING FLEX CHECK VALVE		2	\$807.00	\$1,614.00
23933 VALVE PLUG PRATT/MILLIKEN 0400-601NITC-L 4" FLG PLUG VALVE W/2" NUT & LEVER		2	\$810.00	\$1,620.00
14807 ELBOW 4" FLANGED 90 DEGREE		2	\$291.00	\$582.00
15545 GASKET 4" X 1/8" FULL FACE GASKET		10	\$15.00	\$150.00
13161 BOLT 5/8 X 3 HEX BOLT ZINC		80	\$1.60	\$128.00
19371 NUT 5/8" ZINC		80	\$0.40	\$32.00
21924 WEDGE ANCHOR 3/4 X 5-1/2 SS		8	\$14.00	\$112.00
21928 WEDGE ANCHOR 3/8 x 3" SS		8	\$3.25	\$26.00

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Item	Comment	QTY	Rate	Amount
INSTALL SERVICES	2 Tech Mobilization / Installation / On Site Service / Confined Space	1		\$4,438.00
Subtotal				\$55,825.00
Total				\$55,825.00

Pricing is valid for 10 days and does not include freight charges or applicable taxes.

Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.

Signature: _____ Date: _____

NOTE: All orders are subject to Tariff Surcharges. Tariff Surcharges are based on Tariff values charged by individual Vendors and are not set amount. These Tariff Surcharges are subject to change at any time.

Online credit card/ECheck payments are handled by a third party processor and 3% fees will apply when making payment.





Duplex NEMA 4X (#304 stainless steel) floor mount control panel for operation on a 230 volt 1 phase 3 wire service. Controls to operate two 3 HP motors on a pump down mode and include the following:

- 18" Stainless steel floor stands with ventilated skirts front & rear
- Padlockable 3-point latching handle
- Ventilation louvers & filters
- Inner door
- Lightning arrestor
- (2) Pump circuit breakers
- (2) Mitsubishi F800 series variable frequency drives de-rated for phase service with door mount keypads
- Load center
- Control circuit breaker
- Duplex GFI convenience receptacle
- Touch safe heater with thermostat
- Cooling fan & thermostat
- Serialized UL 698A label relating to hazardous locations with intrinsically safe circuit extensions
- USEMCO "SENTRY Lite" constant speed pump controller with 7" color touch screen operator interface
- Blue Ribbon Birdcage submersible level sensor with 40 feet of cord
- Intrinsically safe barrier protection for level sensor
- (3) Float switches with 50' cord
- Low level light
- High level light
- Pump delay timers
- (2) Hand-Off-Auto selector switches
- (2) Run lights
- (3) Run Time Meters
- (2) Fail lights
- (2) Fail reset push buttons
- Overtemp shutdown
- (2) Overtemp alarm lights
- (2) Seal fail alarm lights
- (2) Overtemp/seal fail reset push buttons
- 120 VAC external alarm light
- 120 VAC external alarm horn with alarm silence push button
- Unpowered dry alarm contacts
- Laminated wiring schematic affixed inside enclosure
- Wire numbered
- Terminal strip
- Factory wired & tested
- One year factory warranty

**ACCEPTANCE**

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date received represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.



CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Please Remit to:
PO Box 735936
Chicago IL, 60673-5936
Online payment accepted at <http://www.iowapumpworks.com>
Pay Now 3% charge for credit card and \$2.25 charge for e-check
PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE



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Quote
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Ship To

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Details

Quote for sale of new Sulzer XFP pumps and USEMCO control panel for your Main LS. Licensed electrician required by city to mount and land service power for control panel, we will provide start up assistance. Freight not included.

Prepared By

Ben Edlebeck

Phone

877-645-8004

Email

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Sales Rep

Justin MacPherson

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26839 USEMCO DUPLEX NEMA 4X FLOOR MOUNT 25HP 230V 3PH, SENTRY LITE PLC, TRANSDUCER, 3 FLOAT BACKUP, GEN POWER CIRCUITS, 12"X12" SPACE FOR DIALER	Full list of components included.	1	\$24,785.00	\$24,785.00
ADAPTER BRACKET Group 6" DISCHARGE DUAL RAIL		2		\$2,091.20
INSTALL SERVICES	Mobilization / Installation / On Site Service	1		\$2,488.66

Thank you for your business.

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QTE009810



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- 120 VAC external alarm horn with alarm silence push button
- Unpowered dry alarm contacts
- Laminated wiring schematic affixed inside enclosure
- Wire numbered
- Terminal strip
- Factory wired & tested
- One year factory warranty
- 12" X 12" spare space given for dialer



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Dundas, MN 55019

Quote
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Subtotal \$85,640.86

Total \$85,640.86

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All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date received represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.



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BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Please Remit to:
PO Box 735936
Chicago IL, 60673-5936
Online payment accepted at <http://www.iowapumpworks.com>
Pay Now 3% charge for credit card and \$2.25 charge for e-check
PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE



MINNESOTA PUMP WORKS

-a UFT Company-

Minnesota Pump Works
1 Cannon St W
Dundas, MN 55019

Quote
#QTE009679
08/22/2025

Bill To

Blackduck MN, City of
PO Box 380
Blackduck MN 56630
United States
Phone:

Ship To

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

Details

West End LS Remodel - Quote for sale and installation of new pumps, control panel, and all piping at your West End LS. Licensed electrician required by city to mount and land service power for control panel, we will provide start up assistance. Vac truck also required by city while piping work is being done. Freight is not included.

Prepared By

Ben Edlebeck

Phone

877-645-8004

Email

info@minnesotapumpworks.com

Sales Rep

Justin MacPherson

Expires

09/22/2025

Terms

Net 30

Item	Comment	QTY	Rate	Amount
11693 ABS XFP080C CB1.2 PE20/6 2.7/230/3 49' XP 3" D/C	8.4 FLA	2	\$7,402.00	\$14,804.00
11430 ABS SEAL LEAK/OVER TEMP RELAY, CA462, DIN RAIL MOUNTED, 110/230V-AC		2	\$634.00	\$1,268.00
23271 USEMCO DUPLEX NEMA 4X FLOOR MOUNT 3HP 230V PHASE CONVERSION VFD'S, SENTRY LITE PLC, TRANSDUCER, 3 FLOAT BACKUP, GEN POWER CIRCUITS, 12"X12" SPACE FOR DIALER	Full list of components included.	1	\$22,716.00	\$22,716.00
10288 ABS 4" GRA PEDESTAL KIT DN100 XFP W/ELBOW - 2" SINGLE GR		2	\$1,056.00	\$2,112.00
10647 ABS FASTENING KIT HRDWR 8X5/8-11X3, SS, 4" BRACKET TO PUMP		2	\$216.00	\$432.00
17476 HALLIDAY 2" UGRB SINGLE 304SS U4A EA 00A 03K A 3.3 CL (U4A SR UGBB) ABS PN 41686001		2	\$104.00	\$208.00

Thank you for your business.

Toll Free: 877-645-8004 | Email: info@minnesotapumpworks.com | Website: <http://www.minnesotapumpworks.com>



QTE009679

**MINNESOTA PUMP WORKS**

-a UFT Company-

Minnesota Pump Works
1 Cannon St W
Dundas, MN 55019

Quote
#QTE009679
08/22/2025

Item	Comment	QTY	Rate	Amount
19764 PIPE 2" 304SS SCH40 PIPE PE		40	\$24.00	\$960.00
18587 J-HOOK, STAINLESS STEEL		1	\$21.00	\$21.00
17621 HALLIDAY J6A 316SS 6-HOOK CABLE RACK		1	\$95.00	\$95.00
13369 CHAIN 1/4" 316SS HIGH TEST CHAIN		40	\$8.75	\$350.00
20638 SHACKLE 5/16" 316SS BOW SHACKLE RATED FOR 1,300 LBS		2	\$8.50	\$17.00
10042 4" SB FLANGE COUPLING ADAPTER(FCA) W/OUT PINS		2	\$420.00	\$840.00
26131 PIPE 4" DUCTILE IRON SPOOL 4" x 19'-10" FLXFL	TO MAKE 2EA FLGXPE SPOOLS FOR RISERS CONFIRM RISER LENGTH - MAX RISE EA 9' 10"	1	\$3,300.00	\$3,300.00
25454 VALVE CHECK PRATT 0400-851FL-1-FS-C 4" FLG SWING FLEX CHECK VALVE		2	\$807.00	\$1,614.00
23933 VALVE PLUG PRATT/MILLIKEN 0400-601NITC-L 4" FLG PLUG VALVE W/2" NUT & LEVER		2	\$810.00	\$1,620.00
14807 ELBOW 4" FLANGED 90 DEGREE		2	\$291.00	\$582.00
15545 GASKET 4" X 1/8" FULL FACE GASKET		10	\$15.00	\$150.00
13161 BOLT 5/8 X 3 HEX BOLT ZINC		80	\$1.60	\$128.00
19371 NUT 5/8" ZINC		80	\$0.40	\$32.00
21924 WEDGE ANCHOR 3/4 X 5-1/2 SS		8	\$14.00	\$112.00
21928 WEDGE ANCHOR 3/8 x 3" SS		8	\$3.25	\$26.00

Thank you for your business.

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QTE009679



MINNESOTA PUMP WORKS

-a UFT Company-

Minnesota Pump Works
1 Cannon St W
Dundas, MN 55019

Quote
#QTE009679
08/22/2025

Item	Comment	QTY	Rate	Amount
INSTALL SERVICES	2 Tech Mobilization / Installation / On Site Service / Confined Space	1		\$4,438.00
Subtotal				\$55,825.00
Total				\$55,825.00

Pricing is valid for 10 days and does not include freight charges or applicable taxes.

Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.

Signature: _____ Date: _____

NOTE: All orders are subject to Tariff Surcharges. Tariff Surcharges are based on Tariff values charged by individual Vendors and are not set amount. These Tariff Surcharges are subject to change at any time.

Online credit card/ECheck payments are handled by a third party processor and 3% fees will apply when making payment.

Thank you for your business.
Toll Free: 877-645-8004 | Email: info@minnesotapumpworks.com | Website: <http://www.minnesotapumpworks.com>



QTE009679



Duplex NEMA 4X (#304 stainless steel) floor mount control panel for operation on a 230 volt 1 phase 3 wire service. Controls to operate two 3 HP motors on a pump down mode and include the following:

- 18" Stainless steel floor stands with ventilated skirts front & rear
- Padlockable 3-point latching handle
- Ventilation louvers & filters
- Inner door
- Lightning arrestor
- (2) Pump circuit breakers
- (2) Mitsubishi F800 series variable frequency drives de-rated for phase service with door mount keypads
- Load center
- Control circuit breaker
- Duplex GFI convenience receptacle
- Touch safe heater with thermostat
- Cooling fan & thermostat
- Serialized UL 698A label relating to hazardous locations with intrinsically safe circuit extensions
- USEMCO "SENTRY Lite" constant speed pump controller with 7" color touch screen operator interface
- Blue Ribbon Birdcage submersible level sensor with 40 feet of cord
- Intrinsically safe barrier protection for level sensor
- (3) Float switches with 50' cord
- Low level light
- High level light
- Pump delay timers
- (2) Hand-Off-Auto selector switches
- (2) Run lights
- (3) Run Time Meters
- (2) Fail lights
- (2) Fail reset push buttons
- Overtemp shutdown
- (2) Overtemp alarm lights
- (2) Seal fail alarm lights
- (2) Overtemp/seal fail reset push buttons
- 120 VAC external alarm light
- 120 VAC external alarm horn with alarm silence push button
- Unpowered dry alarm contacts
- Laminated wiring schematic affixed inside enclosure
- Wire numbered
- Terminal strip
- Factory wired & tested
- One year factory warranty

**ACCEPTANCE**

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

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Any shipment or delivery date received represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

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BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

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WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

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Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Please Remit to:
PO Box 735936
Chicago IL, 60673-5936
Online payment accepted at <http://www.iowapumpworks.com>
Pay Now 3% charge for credit card and \$2.25 charge for e-check
PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE



Minnesota Rural Water Association Loan Application Form v.5.7.2019

PROGRAM CRITERIA

	<u>Micro-Loan</u>	<u>Midi-Loan</u>	<u>Mega-Loan</u>
Loan Amount	up to \$250,000 up	up to \$1,000,000	up to \$3,000,000
Repayment Term	to 10 years	up to 15 years	up to 20 years
Security	General Obligation	General Obligation	General Obligation
Borrower Population	200 persons	400 (200 if not declining)	600 Persons
Borrower Debt Levels	< \$5,000 per capita <10% debt/market value	< \$5,000 per capita <10% debt/market value	< \$5,000 per capita <10% debt/market value

Additional Terms for Mega-Loans:

Maximum Average Life of 12 years

General Fund unassigned balance at least 35% of current year expenditures

PROGRAM FEES *(all inclusive*)*

<u>Loan Amount</u>	<u>Micro-Loan</u>	<u>Midi-Loan</u>	<u>Mega-Loan</u>
Under \$50,000	\$3,700	-	-
\$50,001 to \$100,000	\$5,000	-	-
\$101,001 to \$250,000	\$5,550	\$10,200	-
\$250,001 - \$500,000	-	13,925	-
\$500,001 - \$750,000	-	16,250	-
\$750,001 - \$1 million	-	18,200	-
\$500,000 - \$1 million	-	-	19,250
\$1 million - \$2 million	-	-	23,600
\$2 million - \$3 million	-	-	26,850

** Additional fees may apply if applicant elects to use non-program lenders / bond counsels or for special exemptions. Loans may be subject to annual pay agent fees. All loans may be subject to additional fees if special statutory authority process is required. Contact David Drown Associates for exact fees at 612-920-3320, ext. 102.*

APPLICATION INFORMATION

(or simply apply on-line at www.daviddrown.com or www.mrwa.com)

TYPE OF LOAN: Micro-Loan _____ Midi-Loan _____ Mega-Loan _____

PROJECT: Please provide a brief description of the project:

Project cost: _____

Requested Repayment term: _____ years

Loan Amount Request: _____

Date Funds are Needed: _____

BORROWER: _____

Primary Contact: _____

Phone Number: _____

Contact email: _____

Mailing Address: _____

Office Hours: _____

Federal Tax ID Number: _____

APPROVAL: When will Council/Board meet to approve **final** loan documents? (allow 1 week to process)

Date: _____ Time: _____

Documents for agenda packets are needed by: _____

Regular Council/Board meetings are held (day of the week/time): _____

OFFICIALS

<u>Name</u>	<u>Office</u>	<u>Year Term Began</u>	<u>Year Term Ends</u>
_____	Mayor/ Chair	_____	_____
_____	Member	_____	_____
_____	Member	_____	_____
_____	Member	_____	_____
_____	Member	_____	_____
_____	Clerk/Treasurer	_____	_____
_____	Administrator	_____	_____

REQUIRED ATTACHMENTS

- ☐ *Electronic* copy of the borrower's most recent audited financial statement (3 years for Mega.)
- ☐ Provide a payment schedule for any debt obligations not shown in last audit. (None: _____)
- ☐ Provide a list of any capital projects/debt to be issued during the next 12 months. (None: _____)
- ☐ Mega borrowers will be required to provide additional information – we will advise what is needed.

CLOSING: Transfer of funds is normally accomplished by cashier or certified check mailed to the borrower on the date of closing. Midi- and Mega-Loan borrowers (not Micro-Loan) have the *option* of receiving funds by wire if wiring instructions are provided below (or attached):

Wiring Instructions: _____

CERTIFICATIONS

- The Borrower is applying for a Micro-, Midi- or Mega-Loan. The final loan terms will be outlined in a resolution to be approved by the governing board at a future date.
- The Program Fees (outlined above) will be added to the requested loan amount and paid automatically at closing. Payment of the program fee is contingent upon Loan closing. Payment of the rating fee, if required, is the Borrower's responsibility if Loan is not closed.
- For all Loans, David Drown Associates, Inc. will be retained as your financial advisor. MSRB rules require municipal advisors to act in the Borrower's best interest. The Borrower does hereby certify it has read and accepted the terms outlined in the attached Standard Agreement and Engagement Letter.
- Fryberger, Buchanan, Smith & Frederick, P.A serves as the Program's standard bond counsel.
 - ___ We wish to use the Program's bond counsel and hereby certify we have read and accepted the terms outlined in the Standard Bond Counsel Services Agreement. (document on file at www.MRWA.com).
 - ___ We wish to use another bond counsel firm or lender (additional fees will apply).
Name of firm and/or lender: _____.
- When required, Northland Trust Services will be retained as the paying agent, registrar, transfer and fiscal agent for the Loan. The Borrower hereby certifies it has read and accept the terms outlined in the Standard Trust Services Agreement (document on file at www.MRWA.com).
- The Borrower does hereby certify that the project financed by the Loan will be owned, occupied, used and operated entirely/exclusively by the Borrower. No part of the project will be leased to, occupied by, or provide a special benefit to a non-governmental entity (*attach a note describing any exceptions*).
- The Borrower further certifies that there is no litigation threatened or pending that would question the Borrower's right to issue debt or impair the Borrower's ability to make payments on debt outstanding or contemplated (*attach a note describing any exceptions*).
- The Borrower has never defaulted in the payment of any indebtedness (*attach a note if exceptions*).

By our signatures below, the Borrower certifies that all the above information is true and accurate.

Authorized Official

Date

Please submit complete application to either of the following addresses. Allow at least one week for processing.

Lori Blair
Minnesota Rural Water Association
217 12th Avenue SE
Elbow Lake, MN 56531
Phone (218) 685-5197 | Fax (218) 685-5272
mrwa@mrwa.com

David Drown, President
David Drown Associates, Inc.
5029 Upton Avenue South
Minneapolis, MN 55410
Phone (612) 920-3320 | Fax (612)-605-2375
david@daviddrown.com

STANDARD AGREEMENT & ENGAGEMENT LETTER FOR MUNICIPAL ADVISORY SERVICES

David Drown Associates, Inc. ("Municipal Advisor") has been selected to serve as the Municipal Advisor for Issuers participating in the Micro, Midi and Mega Loan programs (the "Program"). By submitting a signed Minnesota Rural Water Association Loan Application Form (the "Application") for a Program Loan and by approving a Resolution providing for the sale of Bonds through the Program, you are designating David Drown Associates, Inc. to serve as the Municipal Advisor for the loan. This document is our written arrangement on the role the Municipal Advisor will serve and responsibilities the Municipal Advisor will assume in connection with the issuance of general obligation bonds by the Issuer (the "Loan") as described in the Application completed by the Issuer and also the fees the Municipal Advisor will charge.

Section 1: Municipal Advisor Role. The Municipal Advisor is engaged as a recognized independent expert whose primary responsibility is to give objective fiscal advice on the structure and issuance of the Loan under state and federal securities law. We will provide some, or all, of the following services to determine suitability of the Loan for the applicant:

- a. Evaluate legal options/alternatives for issuance of debt taking into account borrower's objectives, revenue availability and other factors.
- b. Prepare preliminary financing schedules and options for review and consideration by the Borrower.
- c. Evaluate the suitability of Program loans to meet borrower's objectives and advise the borrower of other suitable alternatives.
- d. Upon receipt of a completed Application, the Municipal Advisor will prepare final payment and cashflow schedules and related offering documents.
- e. For certain Mega loans, prepare application materials and assist the borrower in securing a bond rating.
- f. Secure a binding commitment for the sale/placement of the loan with pre-screened program lenders and/or other underwriters or lenders as necessary.
- g. Work with bond counsel to prepare a Resolution and other documents necessary to finalize and close the loan.
- h. Provide assistance in coordinating closing and transfer of funds.
- i. Draft a closing letter summarizing the transaction and providing guidance in accounting for loan proceeds and budgeting for future payments.

Section 2: Engagement Letter & Disclosure of Conflicts of Interest. Rules established by the Municipal Securities Rulemaking Board ("MSRB") and the Securities Exchange Commission ("SEC") requires the registered Municipal Advisor tasked with administering the various low cost loan programs offered via MN Rural Water Association ("MRWA"), to provide a written description of its advisory relationship and to make certain other disclosures in regards to potential conflicts of interest. The applicant recognizes that by submitting the attached application that it has requested and approved David Drown Associates, Inc. ("DDA") to act as Municipal Advisor to the community on this particular engagement. This means that DDA is to be held to the very highest standard of loyalty and care with an **explicit fiduciary duty** to act in your community's best interests. This means several important things:

- DDA has a duty to exercise due care in performing municipal advisory activities.
- DDA has a duty of loyalty, requiring us to act in your best interest without regard to our own financial or other interests.
- DDA must have the knowledge and expertise needed to provide you with informed advice.
- DDA has a duty understand you and your specific situation and to follow your directions, so our advice is suitable for you.
- DDA is required to make reasonably inquiries and investigations as to the facts supporting our recommendations and work products.
- DDA has a duty to discuss with you material risks, benefits, and alternatives considered that might serve your interests better.

Disclosure of Conflicts of Interest: A municipal advisor may not undertake an engagement without disclosing in writing how *potential* conflicts of interest will be managed and mitigated. There are several potential conflicts of interest that may apply to our engagement with you:

Compensation Conflicts of Interest.

- ☐ Fixed Fees or "Lump Sum". This form of compensation represents a potential conflict of interest because if the transaction requires more work than originally contemplated, the financial advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives or fail to do a full analysis of alternatives.
- ☐ Fee Based upon Principal Amount. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation.
- ☐ Contingent Fee. This form of compensation presents a potential conflict of interest because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances.

Our plan to mitigate conflicts of interest regarding compensation is to assure the program standard fee schedule reasonably reflects the expected costs of standard services.

MN Rural Water Association Conflicts of Interest. David Drown Associates, Inc. serves as the financial advisor for MRWA's MEGA, MIDI, MICRO and Interim Funding Programs. In that capacity, we process loan requests and serve as municipal advisor to borrowers seeking to utilize these funding programs. This relationship with MRWA represents a potential conflict of interest in that we have an incentive to recommend the use of these funding programs and to exclude due consideration of other options or alternatives. We have mitigated this conflict of interest by agreement with MRWA that we will not process loans where other financing mechanisms are clearly superior, and we maintain internal procedures that explicitly include a review of other funding options before acting upon a loan request.

Section 3: Term of Engagement. Upon closing and delivery of closing, our responsibilities as Municipal Advisor will be concluded with respect to this financing and we do not undertake (unless separately engaged) to provide continuing advice to you or any other party.

Section 4: Fees & Expenses. The Municipal Advisor's fees will be incorporated into and paid from the Program Fee shown on the Application Form. Our fee shall be contingent upon successful sale and closing of a Loan (see disclosure of conflicts of interest above). In the event we are asked to provide additional services outside the scope of Program activities, we will notify you of these services and costs in advance.

CERTIFICATION OF ENGAGEMENT

By submitting a signed application, the applicant hereby certifies that David Drown Associates, Inc. is hereby engaged to serve as our community's Municipal Advisor associated with the attached loan application. It is further certified that DDA has fully and completely disclosed all potential conflicts of interest and the plans to mitigate such conflicts. We understand that DDA will investigate our financial position to determine the suitability of the loan programs for our project. We understand and accept any findings that determine the loan programs may be unsuitable for our community or if more beneficial financing alternatives may be suggested.

STANDARD AGREEMENT & ENGAGEMENT LETTER FOR MUNICIPAL ADVISORY SERVICES

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- f. Secure a binding commitment for the sale/placement of the loan with pre-screened program lenders and/or other underwriters or lenders as necessary.
- g. Work with bond counsel to prepare a Resolution and other documents necessary to finalize and close the loan.
- h. Provide assistance in coordinating closing and transfer of funds.
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- DDA has a duty to exercise due care in performing municipal advisory activities.
- DDA has a duty of loyalty, requiring us to act in your best interest without regard to our own financial or other interests.
- DDA must have the knowledge and expertise needed to provide you with informed advice.
- DDA has a duty understand you and your specific situation and to follow your directions, so our advice is suitable for you.
- DDA is required to make reasonably inquiries and investigations as to the facts supporting our recommendations and work products.
- DDA has a duty to discuss with you material risks, benefits, and alternatives considered that might serve your interests better.

Disclosure of Conflicts of Interest: A municipal advisor may not undertake an engagement without disclosing in writing how *potential* conflicts of interest will be managed and mitigated. There are several potential conflicts of interest that may apply to our engagement with you:

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- ☐ Fixed Fees or "Lump Sum". This form of compensation represents a potential conflict of interest because if the transaction requires more work than originally contemplated, the financial advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives or fail to do a full analysis of alternatives.
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Our plan to mitigate conflicts of interest regarding compensation is to assure the program standard fee schedule reasonably reflects the expected costs of standard services.

MN Rural Water Association Conflicts of Interest. David Drown Associates, Inc. serves as the financial advisor for MRWA's MEGA, MIDI, MICRO and Interim Funding Programs. In that capacity, we process loan requests and serve as municipal advisor to borrowers seeking to utilize these funding programs. This relationship with MRWA represents a potential conflict of interest in that we have an incentive to recommend the use of these funding programs and to exclude due consideration of other options or alternatives. We have mitigated this conflict of interest by agreement with MRWA that we will not process loans where other financing mechanisms are clearly superior, and we maintain internal procedures that explicitly include a review of other funding options before acting upon a loan request.

Section 3: Term of Engagement. Upon closing and delivery of closing, our responsibilities as Municipal Advisor will be concluded with respect to this financing and we do not undertake (unless separately engaged) to provide continuing advice to you or any other party.

Section 4: Fees & Expenses. The Municipal Advisor's fees will be incorporated into and paid from the Program Fee shown on the Application Form. Our fee shall be contingent upon successful sale and closing of a Loan (see disclosure of conflicts of interest above). In the event we are asked to provide additional services outside the scope of Program activities, we will notify you of these services and costs in advance.

CERTIFICATION OF ENGAGEMENT

By submitting a signed application, the applicant hereby certifies that David Drown Associates, Inc. is hereby engaged to serve as our community's Municipal Advisor associated with the attached loan application. It is further certified that DDA has fully and completely disclosed all potential conflicts of interest and the plans to mitigate such conflicts. We understand that DDA will investigate our financial position to determine the suitability of the loan programs for our project. We understand and accept any findings that determine the loan programs may be unsuitable for our community or if more beneficial financing alternatives may be suggested.

STANDARD BOND COUNSEL SERVICES ARRANGEMENT

MINNESOTA RURAL WATER ASSOCIATION FINANCING PROGRAMS

Fryberger, Buchanan, Smith & Frederick, P.A., a Minnesota professional association (“Bond Counsel”) has been selected to serve as the bond counsel for Issuers participating in the Micro, Midi and Mega Loan program (the “Program”). By submitting a signed Minnesota Rural Water Association Loan Application Form (the “Application”) for a Program Loan and by approving a Resolution providing for the sale of Bonds through the Program, you are designating Bond Counsel to serve as the bond counsel for the loan.

Section 1. Purpose of Arrangement. This document is our written Arrangement on the role Bond Counsel will serve and responsibilities Bond Counsel will assume in connection with the issuance of general obligation bonds by the Issuer (the “Bonds”) as described in the Application completed by the Issuer and also the fees Bond Counsel will charge.

Section 2. Role of Bond Counsel.

(a) Bond Counsel is engaged as a recognized independent expert whose primary responsibility is to give an objective legal opinion on the authorization and issuance of the Bonds under state and federal law. Bond Counsel will: examine applicable law; prepare authorizing resolutions; consult with the parties to the transaction (including you, the purchaser of the Bonds and David Drown Associates, Inc.) prior to the issuance of the Bonds; review certified proceedings; prepare the Bonds for execution; prepare federal tax informational returns and file them with the Internal Revenue Service; prepare documents necessary to close on the Bonds; prepare books of proceedings relating to the Bonds and deliver the books to the purchaser of the Bonds and the Issuer and perform additional duties, as necessary, to give the opinion.

(b) Bond Counsel represents the Issuer and its interests. Bond Counsel assumes that other parties to the transaction will retain attorneys as necessary. Representation of the Issuer does not alter Bond Counsel’s responsibility to render an objective opinion.

(c) Bond Counsel does not assume or take any responsibility for the preparation of any document disclosing the Issuer’s financial status, or for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such documents.

Section 3. Scope of Bond Counsel’s Opinion. In giving the opinion, Bond Counsel relies on your certified proceedings and other certifications received from you and other persons. Bond Counsel does not independently verify the facts contained in the certified proceedings and certifications we receive from you. Once all the requirements of state and federal law applicable to the Bonds have been met, Bond Counsel will give an opinion, based on facts and law existing as of its date:

(a) that the Bonds are valid and binding general obligations of the Issuer;

(b) that all taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds; and

(c) if interest on the Bonds is tax exempt, that interest paid on the Bonds will be (i) excluded from gross income for federal income tax purposes, and (ii) exempt from State of Minnesota income taxes (subject to certain limitations which may be expressed in the opinion).

Section 4. Delivery of Bond Counsel's Opinion. Our opinion will be addressed to you and the purchaser of the Bonds and executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing").

Section 5. Term of Arrangement. Upon delivery of the opinion, our responsibilities as Bond Counsel will be concluded with respect to this financing and we do not undertake (unless separately engaged) to provide continuing advice to you or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax exempt.

Section 6. Bond Counsel Fees and Expenses. Bond Counsel's fee will be incorporated into and paid from the Program Fee shown on the Application Form. The fee is based upon (a) Bond Counsel's current understanding of the Program, (b) Bond Counsel's duties undertaken pursuant to this Arrangement, (c) the anticipated time Bond Counsel will devote to the financing, and (d) the responsibilities Bond Counsel assumes. Our fee may vary if: (i) material changes in the structure of the financing occur, or (ii) unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, Bond Counsel believes that circumstances require an adjustment of the fee, Bond Counsel will consult with you. Bond Counsel's fee is usually paid at the Closing out of Bond proceeds. Upon receipt of payment of its fees under the Program, Bond Counsel will provide you with a "paid in full" invoice.

STANDARD AGREEMENT RELATING TO PAYING AGENT,
REGISTRAR AND TRANSFER AGENT SERVICES

MINNESOTA RURAL WATER ASSOCIATION
MIDI LOAN PROGRAM

Northland Trust Services, Inc., Minneapolis, Minnesota, (the “Agent”) has been selected to serve as the Paying Agent, Registrar and Transfer agent for Minnesota governmental entities (the “Issuers”) utilizing the Minnesota Rural Water Association’s MIDI and MEGA Loan program (the “Program”).

By submitting a signed application for a MIDI or MEGA loan and by passing a Resolution providing for the sale of Notes through the Program, Issuers designate the Agent as the paying agent, registrar and transfer agent for the Notes.

NOW THEREFORE, the Issuer and the Agent each in consideration of the representations and agreements of the other as set forth herein mutually represent and agree to the following:

Section 1. Agent’s Duties:

1.1 Registrar Function. The Agent shall maintain records of the identity of the owners of the Notes in order to carry out its function as Registrar. In such capacity the Agent is authorized at any time to register for original issuance certificates representing the Notes and not exceeding the total principal amount of the Notes (“certificates”) and upon surrender for cancellation of certificates to register new certificates for the principal amount of Notes represented by the certificates so cancelled and to redeliver such new certificates.

1.2 Transfer Agent Function. For the purpose of the original issuance of certificates the Agent is hereby directed to record and authenticate certificates signed by or bearing the facsimile signatures of the officers of the Issuer authorized to sign certificates in such names and in such amounts as the Issuer may direct.

The Agent shall make transfers from time to time upon the records of the Issuer of any outstanding certificates and of certificates issued in exchange therefore signed by the officers of the Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require to be guaranteed by certain eligible guarantor institutions that participate in the recognized signature guarantee program.

Upon request for cancellation of such certificate, the Agent shall record and authenticate new certificates duly signed and deliver such certificates to or upon the order of the person entitled thereto.

1.3 Record Date. For purposes of determining the registered owners of the Notes the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Notes (“Payment Date”) whether such payment is due to optional redemption, operation of a sinking fund, or any other reason.

1.4 Improper or Unauthorized Transfer. When any Note is presented to the Agent for transfer, the Agent may refuse to transfer the same until it is satisfied that the endorsement on such Certificate or written instrument of transfer is valid and genuine and the requested transfer is legally authorized. The Agent shall incur no liability for the refusal, in good faith, to make transfers, which it, in its judgment, deems improper or unauthorized.

1.5 Reliance Upon Certain Certifications and Representations. The Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate, or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned, or executed by a duly authorized person or persons or upon the instruction of any authorized officer of the Issuer or upon the advise of the Issuer’s counsel; and may register any certificate representing the Notes or may refuse to register any such certificate if in good faith the Agent deems such refusal necessary in order to avoid any liability on the part of either the Issuer or the Agent, and the Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims, and liability for so relying or acting or refusing to act.

1.6 Three Day Turnaround. The Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

1.7 Destruction of Cancelled Notes. The Agent will promptly cancel and destroy certificates representing the Notes which have been matured and fully paid, surrendered to it for transfer, or spoiled.

1.8 Mutilated, Lost, Stolen, or Destroyed Notes. In case any Note shall become mutilated or be destroyed, stolen or lost, the Agent shall deliver a new Note of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Note or in lieu of and in substitution for any such Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Agent in connection therewith; and in the case of a Note destroyed, stolen or lost, upon filing by the owner with the Agent of evidence satisfactory to it that such Note was destroyed, stolen or lost, and of the ownership thereof, and upon

furnishing to the Agent of an appropriate Note of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Agent, in which Note the Issuer and the Agent shall be named as obligees. All Notes so surrendered to the Agent shall be cancelled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Note prior to payment, provided that the owner shall first provide the Agent with a Note of indemnity as set forth above.

1.9 Paying Agent Function. The Agent shall

- (a) keep true and accurate accounts of the outstanding principal balance of the Notes;
- (b) send a statement to the Issuer of the amount which will be required to pay the principal, premium, if any, or interest on the Notes on such date;
- (c) pay such interest on the Notes as is due on each stated payment date, with the funds received from the Issuer, by check, ACH, or wire issued no later than the interest payment date, to the registered owners of the Notes.
- (d) pay such principal and premium, if any, of the Notes as is due on the stated payment dates upon presentation of the Notes, cancel and dispose of all Notes in the same manner set forth in Section 1.7 hereof;
- (e) In any case where the date of maturity of interest or principal of the Note or the date fixed for redemption of any Notes shall be a Sunday or a legal holiday or a day on which banking and trust institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the day fixed for redemption, provided that funds have been received from the Issuer in accordance with Section 2 hereof;

1.10 No Interest to be Paid on Funds. The Agent shall not be required to pay interest on any funds of the Issuer for any period during which funds are held by the Agent awaiting the presentation of Notes for payment or the disbursement of interest on payment date. The Agent will have no obligation to invest any funds in its possession on behalf of the Issuer.

1.11 Payment of Unclaimed Amounts. In the event any payment representing payment of interest or principal on the Notes is returned to the Agent or if any Note is not presented for payment of principal or premium at the maturity or redemption date, if funds sufficient to pay such interest or principal shall have been made available to the Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or principal payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Agent to hold

such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on this part under the Resolution or on, or with respect to, such interest or principal. The Agent's obligation to hold such funds shall continue for a period equal to three years following the date on which date such interest or principal became due, whether at maturity or at the date fixed for redemption thereof, at which time the Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under the Resolution by the owners of Notes of whatever nature shall be made upon the Issuer.

1.12 Fiscal Agent Function. The Agent shall receive Note Proceeds at closing for distribution as directed by the closing letter from the Financial Advisor.

Section 2. Issuer's Function.

2.1 Provision of Funds to pay Principal and Interest. The Issuer may pay the Agent for the interest and principal due by check; however, the check must be received by the Agent for deposit no later than three business days before the debt service payment date in order for the Noteholder payments to be released on the payment date. Check payments received from the Issuer after the deadline will result in Noteholder payments being released after a three-business day clearance.

If the Issuer pays by wire, the wire must be received at least one (1) business day prior to the debt service payment date.

If the Notes were issued under the Minnesota Credit Enhancement Program, funds must be received three (3) business days prior to payment date in compliance with the program provisions.

2.2 Failure to Provide Funds. If available funds needed for payment do not reach the Agent by any interest payment date, payment of items may be refused and the Issuer may be charged for reasonable expenses incurred and extra service performed in accordance with the Agent's schedule in effect at the time of the payment date.

If the Note is issued under the Minnesota Credit Enhancement Program, the Agent will notify the State of non-payment pursuant to Minnesota State Statute 446A.086, and disburse funds when they are made available.

2.3 Compensation of the Agent. The Issuer will pay the Agent reasonable compensation for its services performed hereunder in accordance with the Registrar's fee schedule in effect at the time of the service. (see Exhibit "A" for current fee schedule.) The Agent's compensation is subject to change and may include the amount of any attorney fees incurred by it under Section 3.3 hereof. All fees are non-refundable. The fees and charges of said Agent shall in no event become a charge against the funds remitted by the Issuer for payment of principal and interest on the

Notes. Any and all additional services will bear a fee corresponding to the type of service, time involved and assumed responsibility.

Section 3. General Provisions.

3.1 Delivery of Records to Issuer; Retention. The Agent may, from time to time at its discretion, deliver to the Issuer such records accumulated in the performance of its duties as it may deem expedient, and the Issuer assumes all responsibility for any failure thereafter to produce any paper, record or document so returned, if and when required.

3.2 Call Processing. When the Agent shall receive notice from the Issuer of its option to redeem Notes prior to maturity, the Agent shall select the Notes to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Notes and the Resolution. The Agent shall be compensated for these services at the fee schedule in effect at the time of service.

3.3 Bond Counsel. When the Agent deems it necessary or reasonable it may apply to Bond Counsel for the Issuer or such other law firm or attorney approved by the Issuer for instructions or advice

3.4 Termination. Either party may terminate this agreement by written notice mailed to the other party at least ninety (90) days prior to termination date, upon which event the Agent shall return all cash and Notes in its possession to the Issuer or its order and shall deliver the Note Register to the Issuer or its order, and the Issuer shall pay \$350.00 for this service along with any accrued or unpaid service charges to the Agent.

3.5 Obligations, Rights and Privileges of the Agent. The Agent shall have, with regard to the particular functions it performs, the same obligation to the owner or owners of the Notes and shall have the same rights and privileges the Issuer has in regard to those functions.

3.6 Indemnification. The Issuer shall indemnify and save the Agent harmless from and against any loss, cost, charge, expense, judgment or liability, which it may incur in the exercise of its powers and duties hereunder, and which are not due to its negligence or default.

3.7 Confidentiality. All records in connection with the Notes shall be deemed confidential records. Use of the records will be limited to the purposes of this agreement and Agent will make no private use of or permit any private access thereto.



Exhibit A

Fee Schedule for Acting as Registrar, Paying Agent and Transfer Agent on Minnesota Rural Water Association “Midi and Mega-Loan” Transactions

- I. Initial Fee: \$0 (paid by MN Rural Water Fee)
This fee covers:
 - a. Review of enabling Resolution and supporting documents
 - b. Communication with Financial Advisor and Bond Counsel
 - c. Coordination of Note delivery for Closing
 - d. Establishment of separate rates and maturities for the issue.
- II. Annual Administration Fee: \$375 (1st year paid by MN Rural Water Fee)
 - a. Semi-annual billing and collection of debt service
 - b. Preparation and mailing of semi-annual registered Note payments
 - c. Corresponding with Noteholder
 - d. Maintaining Noteholder account.

First year Cost: Paid by MN Rural Water Fee
Subsequent Year Cost: \$375

Other Services

- III. Note Call Fee per Call Date: \$250
This fee covers:
 - a. Review of governing Resolution for compliance
 - b. Acceptance of the written order to Call specified Notes
 - c. Timely communication to Noteholders and Industry Agencies
 - d. Establishment on our records of called maturities for the issue and affected Noteholders.

IV. Additional Services:

Services other than those covered above will bear a fee corresponding to the type of service, time involved and assumed responsibility.

Above fees may be subject to periodic adjustments.
Please call Lori 612-851-4932 for quotes and questions.

Calculation for Workers Compensation Increase 2026 (based on budgeted 2026 wages)

Budgeted Payroll for 2026		Budgeted Payroll for 2025		Variance
General Fund	\$397,970.61	General Fund	\$386,992.84	2.76%
Water	\$83,359.22	Water	\$84,388.18	-1.23%
Sewer	\$86,463.78	Sewer	\$90,996.44	-5.24%
Liquor	\$358,811.69	Liquor	\$353,233.04	1.55%
Golf	\$111,292.20	Golf	\$119,051.63	-6.97%
	\$1,037,897.50		\$1,034,662.13	0.31%

WC Budgets for 2026 - prelim levy - +10% increase		WC Budgets for 2026 - <u>TEST</u> 0% increase		Difference
General Fund	\$28,865.69	General Fund	\$26,241.54	\$2,624.15
Water	\$3,453.92	Water	\$2,428.24	\$1,025.68
Sewer	\$2,555.30	Sewer	\$2,323.00	\$232.30
Liquor	\$9,439.23	Liquor	\$8,581.12	\$858.11
Golf	\$2,800.37	Golf	\$2,545.79	\$254.58
	\$47,114.51		\$42,119.69	\$4,994.82



CITY OF BLACKDUCK RESOLUTION NO: 2025-19

Resolution Establishing a Meeting Schedule for 2026

BE IT RESOLVED, that the regular meetings of the Blackduck City Council shall commence at 6:00pm and the meeting schedule for the Blackduck City Council for the year 2026 is as follows:

January	5	2026	Monday
February	9	2026	Monday
March	9	2026	Monday
April	6	2026	Monday
May	11	2026	Monday
June	8	2026	Monday
July	6	2026	Monday
August	10	2026	Monday
September	8	2026	<u>Tuesday</u>
October	5	2026	Monday
November	9	2026	Monday
December	7	2026	Monday

Adopted by the City Council this 10th day of November 2025.

Maxwell Gullette, Mayor

Christina Regas, City Administrator



**GIVE. WHERE.
YOU. LIVE.**

October 2025

Dear City of Blackduck,

Each year, United Way of Bemidji Area brings our community together to create lasting change, and it all starts with you. Your donation to United Way's Campaign for the Community supports a network of carefully vetted, local nonprofits working every day to build financial stability, a healthy community, and strong youth opportunities.

We also ensure your dollars go where they're needed most. Our vetting process includes reviews by financial experts, site visits, and interviews with nonprofit leaders and boards. We take your trust seriously and do the hard work of due diligence so you can feel confident your gift is making the biggest possible impact.

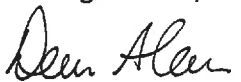
One example of this is North Country Food Bank. This regional nonprofit provides millions of pounds of food to area nonprofits, including the prospective local food shelf, Backpack Buddies weekend food pack program, Boys & Girls Club and Emergency Food Assistance program. Their work ensures that children, families and seniors facing hunger have reliable access to healthy food. With financial support from United Way, North Country Food Bank strengthens the fight against hunger so that no neighbor has to wonder where their next meal will come from.

This is the kind of local impact your gift makes possible, which is why I'm asking you to consider a gift to the 2025 Campaign for the Community. Your donation to United Way stays local, multiplies through deep partnerships, and changes lives. Please review the included Return on Investment (ROI) sheet as just one example of how your dollars impact the community.

We are also excited to share that **Sanford Health has generously offered a \$15,000 match** to the Blackduck and Kelliher area. This means your donation can be doubled, making an even more impactful difference!

Together, we truly can do more than any one of us can do alone.

With gratitude,


Denae Alamano
Executive Director





WEEK OF CARING IN BLACKDUCK

YOU'RE INVITED TO ORGANIZE A DONATION DRIVE

During our Week of Caring (you choose the week) your business is invited to hold a drive of your choice for your employees. This is a great way to give back as well as create a positive team building experience! Here are some ideas...



Art & School Supplies

Collect board games, puzzles, books, markers, coloring books, beads, etc. All donations go to the Boys & Girls Club Blackduck site.



Granola Bars

Collect granola bars! These will be added to food packs for children through the Backpack Buddies program. This program provides food for children over holidays and weekends when other resources are not available.



Food & Hygiene Items

Canned soup, fruit, veggies and meat. Oatmeal, pasta, pancake mix, cereal, flour, sugar, condiments, ramen, crackers, coffee, microwave meals, hygiene items, laundry soap, etc. All donations will go to the Blackduck Community Library for their food pantry.



Contact Gretchen to arrange a donation drive, have custom flyers created, or get more details. When your collection is complete, you are invited to deliver the items! Gretchen will help arrange when and where to drop off the donations. Please take pictures of your team, tag United Way of Bemidji Area and use #LiveUnited and #WeekofCaring on any social media posts. Deliveries should be completed by Dec. 29th.



North Country Food Bank



UNITED WAY
Bemidji Area
Beltrami • Clearwater • Hubbard

2024 - 2025

RETURN ON INVESTMENT

UNITED WAY SERVICES

VALUE

ANNUAL GRANT..... \$47,600

- For work in Beltrami, Clearwater, and Hubbard Counties

GRANTS (OTHER)..... \$25,000

- Grant Referrals (\$10,000), Disaster Relief Fund (\$15,000)

UNITED WAY PARTNERSHIP..... \$1,200

- Exposure to the Community
 - Advocacy, Marketing, Connections, etc.

UNITED WAY PROGRAMS..... \$500

- LINC, Women United

BEYOND THE FUNDING..... \$26,850

- Strategic planning, mobile food drops, volunteer recruitment

VOLUNTEER WEBSITES..... \$1,200

DONATED ITEMS..... \$0

VALUE TOTAL..... \$102,350

TOTAL ROI..... 215%