

City of Emily

AGENDA

Tuesday, November 12, 2024

6:00 p.m. CALL TO ORDER**PLEDGE OF ALLEGIANCE****ROLL CALL****PLEASE TURN OFF ALL CELLPHONES FOR THE DURATION OF THE MEETING.****APPROVE AGENDA** *(Council action – motion)***CONSENT AGENDA:** One motion to approve:

- **MINUTES:** June 11, 2024 Council Meeting
July 9, 2024 Council Meeting
- **FINANCIAL REPORT:** October 2024 Checking Beginning Balance \$1,267,662.56, Ending Balance \$1,204,274.68
- **RECEIPTS:** General \$21,934.69, Sewer \$16,890.22, Total \$38,824.91
- **CLAIMS FOR APPROVAL:** \$133,675.21 for Pine River State Bank Checks #61814 to #61903 and automatic withdrawals #330832 to #330838
- **INVESTMENTS (Market Value):** \$407,810.64
- **TOTAL CHECKING/INVESTMENTS:** \$1,612,085.32

PUBLIC FORUM (Opportunity for public to address the Council during the Council Meeting.)**FIRE AND RESCUE DEPARTMENT**

- Personnel matter. (Meeting is anticipated to be closed.) *(Council action – motion)*

LAW ENFORCEMENT

- Completion of development of Northern Outpost for Sheriff's Office. *(Information)*

WASTEWATER

- Revised S.E.H. Agreement for Professional Services for the WWTP Influent Control Structure Repair for \$6,000 including the site visit that was conducted and a memo describing S.E.H.'s recommendations for the MPCA. *(Council action – motion)*
- Update regarding MPCA required repairs of rapid infiltration basins and MPCA notification. *(Information)*
- Resolution 24-51 Regarding Unpaid Sewer Charges to assess a total of \$5,577.87 in unpaid sewer charges to property taxes as identified at the interest rate of 12% per annum per City Code 50.28 Section C. *(Council action – motion)*

PLANNING & ZONING

- Summary of Ordinance No. 2024-06 Adding Section 154: Cannabis Businesses for publication. *(Council action – motion)*

ATTORNEY

- Alta Commitment for Title Insurance through First American Title Insurance Company for an owner's policy for \$150 for the purchase of two lots from Pennie Plesnicar. *(Council action – motion)*
- Determination regarding the tax forfeit of a portion of Anna Drive. *(Council Action – motion/Information)*
- Determination regarding approved Resolution 24-22 Adopting Modified Conditions for Existing Final Plat (Application Number 09-3327) from 2009 on Behalf of Northern Lights Over Roosevelt Homeowner's Association to modify the original conditions that regulated the docking storage location and parking on the West side of State Highway 6 on the property located at Northern Lights Over Roosevelt Plat adopted on May 14, 2024 pending City Attorney review and conditioned on a

Conditional Use Permit (CUP) being applied for, granted, and the CUP being recorded with Crow Wing County. *(Council action – motion)*

ROADS

- MnDOT 2024/2025 Snow Control Agreement for State Highway 6 within Emily. *(Council action – motion)*
- Determination of roads to include in the 2025 Road Improvement Project to be included with Crow Wing County (CWC) Highway Department's planned 2025 rehabilitation project. Need to inform CWC of the roads to be resurfaced by December 2024. *(Council action – motion)*
- Update on damage to Blue Lane East pavement by contractors. *(Council action – motion)*

MAINTENANCE

CITY HALL

- City Hall underground oil tank tightness test results. *(Information)*

CEMETERY

PARKS

LIBRARY

PERSONNEL

- Anna Battistini application for appointment to the 125th Celebration Committee. *(Council action – motion)*

EMILY WATERS

- DNR 2025 invasive aquatic plant management grant application period opens November 18, 2024. *(Council action – motion)*

ECONOMIC DEV. (EDA)

CODIFICATION

- Pending revision of Emily City Code Chapter 92: Animals regarding animal licensing, Chapter 33: Public Safety, Police Department regarding law enforcement coverage by Sheriff's Office, and Fee Schedule Ordinance. *(Information)*

UNFINISHED BUSINESS:

- North Star Manganese update. *(Information)*

NEW BUSINESS:

- Resolution 24-49 Accepting Donation to the City from GoNorthMn/Sketches of Minnesota (Town of Fairfield Responsible Authority) for \$856.12 for Emily Lakes and Rivers Protection. *(Council action – motion)*
- Resolution 2024-48 to Certify Results of the Tuesday, November 5, 2024 Election (Canvassing of the General Election). *(Council action – motion)*
- Highway 6, LLC dba The Log Cabin application for 2024 on sale intoxicating, off sale, and Sunday liquor licenses pending background check, receipt of applicable restaurant license for food and beverage service, and all insurance requirements (paid prorated liquor license fees for one quarter). *(Council action – motion)*
- Resolution 24-34, Amended, Regarding American Rescue Plan Act Funds Use. *(Council action – motion)*
- Resolution 24-46 Revising the 2024 Adopted Budget. *(Council action – motion)*
- Resolution 24-47 to Approve Internal Reinvestment of Funds, Including Moving Funds Between Investment Accounting Funds and Transferring Between Checking Account Accounting Funds. *(Council action – motion)*
- Resolution 24-50 Regarding Unpaid Administrative Civil Penalties to assess a total of \$3,625 in unpaid administrative civil penalties to property taxes as identified. *(Council action – motion)*
- League of MN Cities Insurance Trust Workers' Compensation Coverage premium option. *(Council action – motion)*

CORRESPONDENCE:

- ✓ Office of the State Auditor re: Volunteer Fire Relief Association Investment Report Card.
- ✓ MnDOT Fiscal Year 2028/2029 Local Partnership Program Solicitation.

- ✓ Local 49 Union re: health and welfare premium increase of \$90 to \$1,565 per union employee on March 1, 2025.
- ✓ Crow Wing County re: proposed revisions to Land Use Ordinance.
- ✓ Crow Wing County re: proposed property tax rates.
- ✓ Crow Wing County re: public input request on Hazard Mitigation Plan updates.
- ✓ Initiative Foundation re: thank you for the donation.
- ✓ Sourcewell re: becoming an AscendRural pilot partner.
- ✓ LMC re: Regional Safety Group training.

Scheduled Upcoming Meetings:

- Truth in Taxation Public Hearing will be held on Tuesday, December 10, 2024 at 6 p.m.

ADJOURN

Minutes and Proceedings of the City
Council of the City of Emily in the
County of Crow Wing, State of Minnesota
Including accounts audited by said Council

June 11, 2024

The Emily City Council met for a regular meeting on Tuesday, June 11, 2024 in the Council Chambers and was called to order by Mayor Tracy Jones at 6:00 p.m. Councilmembers Bryce Butcher, Gerhart Hanson, Andrew Hemphill, and Gregory Koch were present. Susan Schiessl, City Auditor, and Cari Johnson, City Clerk/Treasurer, were present.

The Pledge of Allegiance was recited.

COUNCILMEMBER KOCH MADE THE MOTION TO APPROVE THE AGENDA AS PRESENTED. COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

Mayor Jones requested a motion of approval of the Consent Agenda including the Treasurer's Report from May 2024: Checking Beginning Balance \$1,027,911.71 and Ending Balance \$970,382.50; Receipts to General fund \$20,079.72, Sewer fund \$1,428.46, Total \$21,508.18; and Claims for Approval: \$57,536.24 including Pine River State Bank checks #61422 to #61483 and automatic withdrawals #330795 to #330801; Investments \$396,717.40; Total Checking/Investments \$1,367,099.90. **COUNCILMEMBER KOCH MADE THE MOTION TO APPROVE THE CONSENT AGENDA. COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.**

PUBLIC FORUM: None.

SPEAKERS: Susan Schiessl, City Auditor, Clasen & Schiessl CPAs, presented an overview of the 2023 draft Audit financial statements. The Independent Auditor's Report identified an adverse opinion on U.S. generally accepted accounting principles because the City prepares financial statements on the regulatory (cash) basis, and not the accrual basis. The report identified an unmodified (clean) opinion on the financial statements prepared on the regulatory basis of accounting, which Schiessl reported is the goal of the audit and the regulatory basis of accounting is prescribed by the State Auditor. The audit reported on the two types of City funds: governmental funds, including the general fund and other operating funds of the City, and the proprietary (enterprise) fund, which is the wastewater fund and operates as a for profit business. The 2023 total cash and investments of the general fund and other operating funds of the City were \$1,578,580, including unassigned funds of \$974,290 which the City may use for any approved governmental purpose. The net change in cash fund balances was \$232,123, which is similar to net income. The total of the enterprise fund cash and investments was \$112,819, including restricted funds of \$60,000 for the bond principal payment in 2024 and unrestricted funds of \$52,819. The change in net cash position for the enterprise fund was \$5,477. The City received a footnote regarding legal noncompliance with Minnesota Statutes because the City's deposits over the FDIC insurance amount were not entirely covered by collateral. The City's bank failed to make the collateral deposit for December 2023. The City's carrying (or cash) balance of all funds at year end was \$1.3 million. The total of the City's investments at year end was \$390,904. Compensated absences are the accrued and unused vacation and sick time that would be paid out if all employees were to leave under good circumstances. The total compensated absences would be \$20,378. The City's debt at the end of 2023 included \$485,000 in governmental fund bonds, \$615,061 for three capital leases for two fire trucks and SCBA equipment, and \$945,000 for the sewer fund bond. At the end of 2023 the governmental cash fund balances included restricted funds of a total of \$238,342, including \$60,000 for park dedication funds; committed funds; assigned funds (Council designated funds for specific purposes); and unassigned funds. In 2023 the City received \$209,161 less than budgeted in property taxes and a total of \$287,779 less than budgeted overall and spent more than budgeted on the down payment and change order for the new fire pumper truck and a total of \$331,859 less than budgeted overall for a combined overall positive total of \$44,080. The nonmajor governmental funds include special revenue funds and debt service funds. The Accounts Receivable total at year end 2023 was \$95,919, which are amounts due to the City in 2023 that were not received until 2024. The Accounts Payable total at year end 2023

was \$52,755, which are goods or services the City received in 2023 that the City did not pay for until 2024. Schiessl reported a legal compliance issue of the City's deposits not being entirely covered by insurance, surety bond or collateral in December 2023 due to a failure on the bank to assign the required collateral to the City, however, responsibility falls on the City to comply with Minnesota statutes. Schiessl reported the legal compliance issue is being reported to the state and Schiessl does not anticipate further action. Schiessl reported the City's records were in good order and the time the staff took to work with the auditors to complete the engagement was appreciated. The 2023 General Fund balance increased by \$202,081 ending at \$1,479,061. Schiessl reported the ending fund balance represents 113.4% of general fund disbursements and other financing uses incurred for the year, so the City would be able to operate 14 months with no receipts with the same amount of disbursements. The City received 76% of governmental fund receipts from property taxes. The City's disbursements were evenly spread between general government and streets and highways with slightly less on public safety. The City received 56% of enterprise funds from charges for services and 40% from property taxes. City disbursements for the enterprise fund include 62% to debt principal and interest and 29% to repairs and maintenance. Schiessl reported two findings for the City are findings seen in almost every small government and are the same findings as prior years. The City does not have an accounting department large enough to segregate all the duties that are suggested to be segregated so received a lack of segregation of accounting duties material weakness finding. The City was required to hire auditors to complete preparation of the financial statements and related footnotes so received a significant deficiency finding. The additional legal compliance issue was regarding the City's deposits not being entirely covered by insurance, surety bond or collateral in December 2023. The Council thanked Schiessl for attending the meeting.

FIRE DEPARTMENT: Council Liaison Butcher reported the May Fire Department meeting was held with 17 members present and reported 4 fire calls. All equipment and SCBAs were checked and the trucks were washed. Members had pump training on the fire trucks.

MAYOR JONES MADE THE MOTION TO APPROVE THE CORRECTED EMILY FIREMEN'S RELIEF ASSOCIATION APPLICATION FOR 1 DAY TEMPORARY ON-SALE INTOXICATING LIQUOR LICENSE FOR SATURDAY, JUNE 22, 2024 IN THE EMILY BASEBALL FIELD PARK FOR A SOFTBALL TOURNAMENT, SUBJECT TO PUBLIC SAFETY COMMISSIONER APPROVAL. COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

COUNCILMEMBER KOCH MADE THE MOTION TO ACCEPT THE RESIGNATION/RETIREMENT OF KEVIN COMBS FROM THE FIRE DEPARTMENT EFFECTIVE JUNE 6, 2024, WITH NO REQUIRED FIRE TRAINING REPAYMENT NEEDED, AS RECOMMENDED BY THE FIRE DEPARTMENT. COUNCILMEMBER HEMPHILL SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

MAYOR JONES MADE THE MOTION TO APPROVE THE DNR'S REQUEST TO UTILIZE THE EMILY FIRE HALL SITE AS A CHRONIC WASTING DISEASE STATION FROM SEPTEMBER 14, 2024 THROUGH JANUARY 1, 2024. COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

FIRST RESPONSE UNIT: Chief Cary LeBlanc reported the June First Response Unit meeting was held with 9 members present and reported 7 calls in May. Trainings on mass casualties and triage were completed.

MAYOR JONES MADE THE MOTION TO PURCHASE FIRST RESPONDER UNIFORMS, INCLUDING 8 TSHIRTS, 6 LONG SLEEVE TSHIRTS, AND 15 HATS, FROM CREATIVE THREADS FOR A TOTAL OF \$777 USING 226 FIRST RESPONSE EQUIPMENT FUNDS. COUNCILMEMBER HEMPHILL SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

MAYOR JONES MADE THE MOTION TO HIRE TABATHA FOSTER AS A FIRST RESPONDER PENDING PREEMPLOYMENT SCREENINGS AND BACKGROUND CHECK AS RECOMMENDED BY THE FIRST RESPONSE UNIT. COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

Confirmation of First Response Unit election results had been tabled until the Fire and Rescue Ordinance is complete.

LAW ENFORCEMENT: The Northern Outpost has been painted and carpeted. The furniture order has been delayed, but The Office Shop is willing to deliver temporary furniture if needed. The computer needs to be ordered and after delivery the Sheriff's Office IT personnel will install the computer, firewall, etc. Midwest Security needs a list of Sheriff's Office deputies to enter into the security system to provide access. An Open House will be planned once the Northern Outpost office is more complete.

WASTEWATER: City staff reviewed the prior Wastewater Operator's records and found some missing pond observation forms, missing year to date flows data, and missing samples data as required by the MPCA Notice of Violation – Completion of Corrective Actions. The current Wastewater Operator uploaded the available missing data to the MPCA and addressed late DMR submissions from the prior operator. The MPCA acknowledged the City of Emily completed all corrective actions described in the MPCA's Notice of Violation. The MPCA staff determined that all corrective actions in the Notice of Violation have been completed and did not impose a fine at this time.

As part of the MPCA's Corrective Action Plan the City is required to return all damaged rapid infiltration basin distribution lines to the original specifications and make sure not less than 6" and no more than 12" of clean sand is spread over the top in 2024. PeopleService plans to work with Maintenance personnel to complete the work in order to reduce project costs. The City budgeted \$15,000 to repair the rapid infiltration basins and pond rip rap in 2024. **MAYOR JONES MADE THE MOTION TO HIRE PEOPLESERVICE TO PURCHASE AND INSTALL 240' OF TILE LINES TO REPLACE THE DAMAGED LINES IN THE RAPID INFILTRATION BASINS, PURCHASE 20 LOADS OF SAND (CITY MAINTENANCE PERSONNEL TO HAUL AND COVER THE REPLACED LINES TO PROPER DEPTH), REPLACE SAGGING POND RIP RAP TO THE ORIGINAL OPERATING DEPTH, AND INSTALL A VENT IN THE INFLUENT CONTROL STRUCTURE AS REQUIRED BY THE MPCA NOTICE OF VIOLATION. COUNCILMEMBER BUTCHER SECONDED THE MOTION.** Discussion included the MPCA inspector needs to be involved with the project. **ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.**

PLANNING & ZONING: Council Liaison Koch presented the report from the June Planning Commission Meeting. The Planning Commission is discussing development of an ordinance to regulate cannabis businesses, including cultivation, due to the State allowing early applications for social equity applicants.

ATTORNEY: COUNCILMEMBER KOCH MADE THE MOTION TO ADOPT RESOLUTION 24-25 REGARDING PUBLIC SAFETY AID USE TO APPROVE ELIGIBLE PURCHASES OF FIREFIGHTER TURNOUT GEAR, FIRE DEPARTMENT PUSH/PULL RAM, AND ELECTRONIC SPEED SIGNS. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

The conciliation court case for unpaid road vacation attorney fees has been resolved with payment in full of \$2,108.

ROADS: MAYOR JONES MADE THE MOTION TO PURCHASE A 2023 JOHN DEERE 320P BACKHOE LOADER FROM MCCOY CONSTRUCTION & FORESTRY, INC. FOR \$132,200 PENDING RECEIPT OF PROPERTY TAXES (BUDGETED \$140,000). COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

The City plans to purchase two electronic speed signs to be installed on State Highway 6. The City would have to apply to MnDOT to request approval to install the two electronic speed signs. The MnDOT application requires information on the signs planned to be installed, so quotes were requested. **COUNCILMEMBER KOCH MADE THE MOTION TO PURCHASE TWO SAFEPACE EVOLUTION 11" DIGIT SOLAR POWERED SIGNS FROM TRAFFICLOGIX FOR \$3,011 EACH, TWO UNIVERSAL BRACKETS FOR \$222 EACH, AND ONE YEAR OF FREE SAFEPACE CLOUD ACCESS FOR A TOTAL OF \$6,466 UNDER A SOURCEWELL NATIONAL PURCHASING CONTRACT, PENDING APPROVAL OF MNDOT APPLICATION FOR MISCELLANEOUS WORK ON TRUNK HIGHWAY RIGHT OF WAY. MAYOR JONES SECONDED THE MOTION.** Discussion included the Council does not approve the future optional annual subscription renewal of \$500 per year per sign. The City may download data for free via Bluetooth. **ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.**

MAYOR JONES MADE THE MOTION TO SUBMIT AN APPLICATION FOR MISCELLANEOUS WORK ON TRUNK HIGHWAY RIGHT OF WAY TO MNDOT TO REQUEST APPROVAL FOR INSTALLATION OF TWO ELECTRONIC SPEED SIGNS ON STATE HIGHWAY 6 AND PAYMENT OF SECURITY DEPOSIT.

COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

Enforcement action will be discussed regarding the 19478 Blue Lane East damaged pavement when the project is closer to being complete.

MAINTENANCE: Maintenance Supervisor Brian Foster reported grading and hauling Class 5, patching potholes, spraying poison at the ballfields, parks, cemetery, sewer ponds, and City Hall, mowing and weed whipping parks, cemetery, City Hall, and all City property, cemetery work for Memorial Day, City Hall water spillways installation, fishing pier deployment, and general maintenance.

CITY HALL: MAYOR JONES MADE THE MOTION TO APPROVE THE MIDWEST SECURITY AND FIRE MONITORING AGREEMENT FOR MONITORING OF THE CITY HALL SECURITY SYSTEM FOR A TERM OF 3 YEARS FOR \$51.99 PER MONTH, BILLED ANNUALLY FOR TOTAL OF \$623.88 PLUS ANY TAXES, FEES, OR CHARGES. COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

MAYOR JONES MADE THE MOTION TO APPROVE THE SECURITY & FIRE PARTNERS, INC. MONITORING AGREEMENT FOR FIRE SYSTEM MONITORING OF THE CITY HALL FOR A TERM OF 3 YEARS FOR \$45.99 PER MONTH, BILLED ANNUALLY FOR A TOTAL OF \$551.88 PLUS ANY TAXES, FEES, OR CHARGES. COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

MAYOR JONES MADE THE MOTION TO HIRE RASINSKI TOTAL DOOR SERVICE TO REWORK THE FRONT CITY HALL DOORS TO WORK PROPERLY WITH THE SECURITY/ACCESS SYSTEM UPGRADES FOR AN ESTIMATED TOTAL OF \$1,309.01 FROM 406 CITY HALL FUNDS. COUNCILMEMBER HANSON SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

COUNCILMEMBER KOCH MADE THE MOTION TO APPROVE THE OPEN GYM POLICY AS REVISED. COUNCILMEMBER HEMPHILL SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

CEMETERY: Council Liaison Hanson reported two monument stakings, one transfer, and one cremation burial: Walter Thiel.

PARKS: MAYOR JONES MADE THE MOTION TO ADOPT RESOLUTION 24-23 ACCEPTING DONATION TO THE CITY OF \$300 FROM GREGORY KOCH TO THE PARK FUND – PICKLEBALL FUND. COUNCILMEMBER HEMPHILL SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND HEMPHILL VOTED AYE. KOCH ABSTAINED. THE MOTION PASSED.

Anderson Brothers plans to start construction of the new pickleball courts in mid to late June, Oberg Fence will install the fence, and then the courts will have to cure before Outdoor Specialties is able to paint the courts and install the nets. The pickleball courts will be constructed on the west side of City Hall near the tree line.

MAYOR JONES MADE THE MOTION TO APPROVE PAYING \$6,827 AS 1/3 DOWN PAYMENT TO OUTDOOR SPECIALTIES FOR PAINTING THE PICKLEBALL COURTS AND INSTALLING NETS, DUE ON THE DAY WORK BEGINS, FROM PARK DEDICATION FUNDS. COUNCILMEMBER HEMPHILL SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

Crow Wing County reported work is progressing at the Little Emily Lake Park. The contractors are preparing the sites for the pavilion and the playground. The main contractor is also working on preparing the swimming beach and walking trails. The fishing pier has been installed.

LIBRARY: No report.

PERSONNEL: No report.

EMILY WATERS: No report.

ECONOMIC DEVELOPMENT: No report.

CODIFICATION: No report.

UNFINISHED BUSINESS: Rick Sandri, North Star Manganese (NSM), provided a report. Sandri reported Electric Metals announced final results from the new Resource Estimate, based on the 2023 drilled portion of the Emily Deposit, prepared by Forte Dynamics, Inc. Sandri reported the final report has been listed on SEDAR and presented results numbers. Sandri reported the tonnages show a significant increase in drilled mineralization over previous studies, principally associated with initial drilling of the central zone of the deposit. Environmental visits associated with site reclamation (regrowth in disturbed areas), have continued and the site reclamation and regrowth is occurring as planned by Barr Engineering. As the weather gets warmer, the environmental visits associated with site reclamation will be increased after rain event periods (rainfall of more than 1/2 inch in a 24 hour period). NSM continued its discussions with the DNR on its mineral lease applications on certain State mineral lands in the Emily area. This activity will be ongoing into 2024.

The Council reviewed the many submissions for the City Slogan Contest, but did not find the right one for the City. The contest submission period had closed, but the Council made the decision to open the submission period back up.

NEW BUSINESS: MAYOR JONES MADE THE MOTION TO APPROVE THE DRAFT 2023 FINANCIAL STATEMENT AND INDEPENDENT AUDITOR'S REPORT AND COMMUNICATIONS LETTER, PENDING CITY CLERK/TREASURER REVIEW AND AUDITOR FINALIZATION. COUNCILMEMBER HEMPHILL SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

The Council discussed Resolution 24-24 Governing Write-In Vote Counting. **MAYOR JONES MADE THE MOTION TO APPROVE OPTION 3 REGARDING WRITE-IN VOTES TO REQUIRE COUNTING OF ALL WRITE-IN VOTES. COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND HEMPHILL VOTED AYE. KOCH VOTED NAY. THE MOTION PASSED.**

The candidate filing period will be open from July 30, 2024 until August 13, 2024 at 5 p.m. for one Mayor candidate and two Council Member candidates.

The State legislation revision regarding early cannabis cultivation may require City action, including a moratorium. **COUNCILMEMBER BUTCHER MADE THE MOTION TO REQUEST COUNCIL LIAISON KOCH TO INFORM THE PLANNING COMMISSION TO DEVELOP A CANNABIS BUSINESSES ORDINANCE AS SOON AS APPROPRIATE AFTER MONITORING CROW WING COUNTY AND THE LEAGUE OF MINNESOTA CITIES' PROGRESS. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.**

CORRESPONDENCE: Discussion included Crow Wing County regarding seeking public comment on a Comprehensive Plan update and Ehlers regarding potential refunding of existing bonds would not provide a savings.

SCHEDULED UPCOMING MEETINGS: The State Primary Election will be held on Tuesday, August 13, 2024. The August Regular Council Meeting will be held on Monday, August 12, 2024 at 6 p.m. A meeting with the Fire Chief/Assistant Chief, First Responder Chief/Assistant Chief, and Council Liaisons is needed to update the City Code to combine the departments. Ordinance revisions are needed to remove the Police Department and revise animal licensing.

COUNCILMEMBER BUTCHER MADE THE MOTION TO ADJOURN THE MEETING AT 7:06 P.M. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

Respectfully submitted,

Attest:

Cari Johnson, MCMC, City Clerk/Treasurer

Tracy Jones, Mayor

Minutes and Proceedings of the City
Council of the City of Emily in the
County of Crow Wing, State of Minnesota
Including accounts audited by said Council

July 9, 2024

The Emily City Council met for a regular meeting on Tuesday, July 9, 2024 in the Council Chambers and was called to order by Mayor Tracy Jones at 6:00 p.m. Councilmembers Bryce Butcher, Gerhart Hanson, and Gregory Koch were present. Councilmember Andrew Hemphill was absent. Cari Johnson, City Clerk/Treasurer, was present.

The Pledge of Allegiance was recited.

COUNCILMEMBER BUTCHER MADE THE MOTION TO APPROVE THE AGENDA AS PRESENTED. COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

Mayor Jones requested a motion of approval of the Consent Agenda including meeting minutes of the March 13, 2024 Council Meeting and April 9, 2024 Council Meeting and the Treasurer's Report from June 2024: Checking Beginning Balance \$970,382.50 and Ending Balance \$1,294,844.61; Receipts to General fund \$536,129.91, Sewer fund \$2,220.58, Total \$538,350.49; and Claims for Approval: \$196,910.54 including Pine River State Bank checks #61484 to #61549 and automatic withdrawals #330802 to #330808; Investments \$396,803.61; Total Checking/Investments \$1,691,648.22. **COUNCILMEMBER KOCH MADE THE MOTION TO APPROVE THE CONSENT AGENDA. COUNCILMEMBER HANSON SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.**

PUBLIC FORUM: Dan Brennan, 40416 South Bay Drive, attended the meeting to encourage participation in the Sketches of Minnesota event which will be held at the Emily City Hall on July 26, 2024 at 5:30 p.m.

SPEAKERS: Craig Katzenberger, Operations Lieutenant, Crow Wing Sheriff's Office, attended the meeting to present information on Flock Security System automatic license plate readers. Flock Security Systems are investigative tools for major crimes, such as burglaries, kidnappings, missing persons, or stolen vehicles. Katzenberger reported the license plate reader takes a still picture of license plates and identifies each vehicle. Katzenberger reported the system gathers objective evidence and facts about vehicles, not people; alerts law enforcement of wanted vehicles; is used to solve crime; and adheres to State laws. Katzenberger reported the system is not tied to personal identifiable information, is not used for speed or traffic enforcement, and is not used for facial recognition. Katzenberger reported the system has helped many agencies solve crimes and would assist the limited amount of law enforcement personnel with providing area coverage. Katzenberger reported law enforcement has access to the data and local law enforcement could enter data into the system for local searches. Katzenberger reported the data is stored for 30 days after which all data not associated with a crime is deleted and unrecoverable. Katzenberger reported the footage would be owned by the County and would never be sold or shared. Katzenberger reported a reason must be provided to access the data and data access is audited. The cost for each Flock Security System license plate reader is an initial setup fee of \$600 and \$3,000 annually. The annual fee includes maintenance of the system. Each system involves a post, camera, and solar power. Flock Security personnel would inspect the City and determine the locations where the systems would be best utilized. Katzenberger recommended two systems for Emily. Katzenberger reported there are currently no systems in the County, but there has been interest.

Jamie Lee attended the meeting regarding his candidacy for Crow Wing County Commissioner.

FIRE DEPARTMENT: Chief Genz reported the June Fire Department meeting was held with 17 members present and reported 4 fire calls. All equipment and SCBAs were checked and the trucks were washed.

COUNCILMEMBER KOCH MADE THE MOTION TO MAKE THE BUDGETED ADDITIONAL MUNICIPAL CONTRIBUTION OF \$44,000 TO THE EMILY FIREMEN'S RELIEF ASSOCIATION TOWARDS THE DEFICIT IN

THE PENSION. COUNCILMEMBER HANSON SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

COUNCILMEMBER KOCH MADE THE MOTION TO PAY TAX-EXEMPT LEASING THE ANNUAL LEASE PAYMENT OF \$15,944.03 FOR THE SCBAS FROM THE GENERAL FUND AS BUDGETED. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

COUNCILMEMBER KOCH MADE THE MOTION TO ADOPT RESOLUTION 24-27 ACCEPTING DONATION TO THE CITY OF \$5,000 FROM THE EMILY FIREMEN’S RELIEF ASSOCIATION TO THE FIREMEN’S EQUIPMENT FUND. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

COUNCILMEMBER BUTCHER MADE THE MOTION TO ADOPT RESOLUTION 24-29 ACCEPTING DONATION TO THE CITY OF \$8,000 FROM THE EMILY FIREMEN’S RELIEF ASSOCIATION TO THE CELEBRATE EMILY DAY COMMITTEE FOR EMILY DAY FIREWORKS. COUNCILMEMBER HANSON SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

MAYOR JONES MADE THE MOTION TO ACCEPT THE RESIGNATION/RETIREMENT OF KENNY RODEN FROM THE FIRE DEPARTMENT EFFECTIVE JULY 4, 2024, WITH NO REQUIRED REPAYMENT OF FIRE TRAINING, PER THE RECOMMENDATION OF THE FIRE DEPARTMENT. COUNCILMEMBER HANSON SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

The Council discussed League of Minnesota Cities model Alcohol and Drug Use Firefighter Response and Zero Tolerance Firefighter Response Policies. The City’s Drug and Alcohol Testing and Drug-Free Workplace Act Policy for Non-Commercial Drivers (Non-DOT) would apply to firefighters, but City Code allows Fire Department members to possess and or consume alcoholic beverages at the City Fire Hall. The model policies address alcoholic beverage use at the Fire Hall and during Fire Department activities, including responding to calls. The model policies were tabled until the next Council Meeting to give time to discuss the model policies with Fire Department personnel.

The Council discussed development of a Fire and Rescue Department Ordinance. With the assistance of the City of Fifty Lakes, development of a combined Fire and Rescue Department Ordinance is progressing.

FIRST RESPONSE UNIT: Chief Cary LeBlanc reported the July First Response Unit meeting was held with 9 members present and reported 17 calls in June. Trainings on anaphylaxis and respiratory emergencies were held. Officer elections will be re-held after a City Code amendment is approved for the combination of the Fire Department and First Response Unit.

LAW ENFORCEMENT: Lt. Katzenberger reported Sheriff’s Office personnel plan to attend the planned Open House for the Northern Outpost to be held in August. The Northern Outpost has been painted and carpeted and the furniture will be delivered in one week. Sheriff’s Office IT personnel plan to install the computer, firewall, etc. at the end of July. The City Hall front doors have been repaired and are working well with the security system. The Sheriff’s Office is working with Midwest Security to provide a list of Sheriff’s Office deputies to provide access.

The Council tabled the Crow Wing Sheriff’s Office request to partner with the City for installation of a minimum of two Flock Safety automatic license plate reader systems for \$3,000 per system to determine if Public Safety Aid funds could be used for the systems.

WASTEWATER: The City’s Wastewater Operator is working on sourcing supplies to repair the damaged rapid infiltration basin distribution lines as required per the City’s approved Corrective Action Plan. Maintenance personnel will haul the sand to reduce project costs. The Corrective Action Plan also requires the City to address the influent control structure spalling due to pent up gases damaging the concrete and steel in the structure. **COUNCILMEMBER KOCH MADE THE MOTION TO REQUEST THE CITY ENGINEER TO INSPECT THE INFLUENT CONTROL STRUCTURE AND DETERMINE THE RECOMMENDED LEVEL OF REPAIR, INCLUDING COATING OR REPLACEMENT, PER THE WASTEWATER OPERATOR’S REQUEST. COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.**

PLANNING & ZONING: Chair David Johnson presented the report from the July Planning Commission Meeting. Steve Jones is the City's new Planning and Zoning Administrator. **COUNCILMEMBER KOCH MADE THE MOTION TO HIRE WES HANSON BUILDERS, INC. TO CONSTRUCT A DOORWAY BETWEEN THE PLANNING AND ZONING AND CLERK'S OFFICES AND INSTALL A DOOR PER THE STRUCTURAL ENGINEER'S SPECIFICATIONS FOR \$9,410.87 WITH NO ELECTRICAL AND TO HIRE UP NORTH ELECTRIC FOR REMOVAL OF ELECTRICAL FOR \$240, USING BUDGETED FUNDS OF \$4,000 AND REMAINING FUNDS FROM 406 CITY HALL FUND SAVED FOR THE ACCESS/SECURITY SYSTEM, TO PROVIDE AN ACCESS DOOR FOR SAFETY, AIR FLOW, AND GENERAL OFFICE USE. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.**

Chair Johnson reported the Planning Commission recommended the Council approve a moratorium on early cannabis cultivation to allow time for development of Land Use and Subdivision Ordinance revisions, including the land use matrix. Johnson reported a five month moratorium would provide time to develop an ordinance to regulate cannabis businesses, including cultivation, processing, and dispensaries, due to the State allowing early applications for social equity applicants from July 24, 2024 through August 12, 2024. Johnson reported the applicants would be required to comply with local zoning ordinances, State fire and building codes, and rules for medical cannabis. Johnson reported during a moratorium the Planning Commission could review regulations, including security, and develop recommendations. **COUNCILMEMBER HANSON MADE THE MOTION TO PLACE A MORATORIUM ON CANNABIS BUSINESSES FOR FIVE MONTHS. COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.** The City Attorney will be consulted to determine if a resolution is required to place a moratorium.

ATTORNEY: No report.

ROADS: The Crow Wing County Highway Department is planning to rehabilitate County Road 1 in 2025. There is an opportunity for the City to bid a resurfacing project jointly with the County's project. The City had budgeted \$65,000 to repair City roads this year, but the funds could be saved for a larger project next year to leverage the County's larger project level pricing. The Council made the decision to inform the Crow Wing County Highway Department the City is interested in including a City road project with the County's road rehabilitation project.

The MnDOT Miscellaneous Work on Trunk Highway Right of Way permit for installation of two electronic speeds signs on State Highway 6 was approved with no required security deposit. Two electronic speed signs have been ordered from TrafficLogix.

Enforcement action will be discussed regarding the 19478 Blue Lane East damaged pavement when the project is closer to completion.

MAINTENANCE: Maintenance Supervisor Brian Foster reported storm clean up, fixing washouts, spreading Class 5 on roads, and general maintenance. Foster reported magnesium chloride was applied to gravel roads today.

CITY HALL: MAYOR JONES MADE THE MOTION TO HIRE UP NORTH ELECTRIC TO ADD RECEPTACLES FOR THE NEW SECURITY SYSTEM AND FOR THE TV IN THE HALLWAY FOR \$450. COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

CEMETERY: Council Liaison Hanson reported two transfers.

PARKS: COUNCILMEMBER BUTCHER MADE THE MOTION TO ADOPT RESOLUTION 24-26 ACCEPTING DONATION TO THE CITY OF \$5,000 FROM THE OUTING CHAMBER OF COMMERCE TO THE PARK FUND – PICKLEBALL FUND. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

COUNCILMEMBER KOCH MADE THE MOTION TO ADOPT RESOLUTION 24-28 ACCEPTING DONATION TO THE CITY OF \$1,000 FROM THE EMILY FIREMEN'S RELIEF ASSOCIATION TO THE PARK FUND – PICKLEBALL FUND. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

The location of the pickleball courts has been staked on the west side of City Hall. Anderson Brothers plans to start construction of the new pickleball courts next week.

LIBRARY: No report.

PERSONNEL: The State approved firefighters and first responders to be exempt from the Earned Sick and Safe Time (ESST) law. The exemption would remove the requirement for tracking monthly firefighter and first responder hours to determine earned ESST. **COUNCILMEMBER KOCH MADE THE MOTION TO APPROVE THE PERSONNEL POLICY REVISION AS PRESENTED DUE TO THE UPDATE IN THE EARNED SICK AND SAFE TIME LAW, INCLUDING THE ESST EXEMPTION FOR FIREFIGHTERS AND FIRST RESPONDERS. COUNCILMEMBER HANSON SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.**

EMILY WATERS: No report.

ECONOMIC DEVELOPMENT: No report.

CODIFICATION: No report.

UNFINISHED BUSINESS: Rick Sandri, North Star Manganese (NSM), provided a report. Sandri reported environmental visits associated with continued site reclamation (regrowth in disturbed areas) and in association with heavy rainfall that have disturbed recently reclaimed areas have continued. Sandri reported disturbances include some gullying due to rapid water runoff and a loss of recently planted areas. The visits and the corresponding reclamation are planned activities by Barr Engineering as approved by the DNR. The environmental visits associated with site reclamation will be increased after rain event periods (rainfall of more than ½ inch in a 24 hour period.) Sandri reported metallurgical testing and analysis of drilled samples continues to be assessed at the Kemetco Research laboratory. The final flow sheet is still in optimization. Sandri reported the current Kemetco work is expected to be completed by this summer, but additional metallurgical work will continue through mid-2024 and into 2025. NSM continued its discussions with the DNR on its mineral lease applications on certain State mineral lands in the Emily area. This activity will be ongoing in 2024.

The City Slogan Contest is open.

The City's Community Impact Funds grant application was chosen by Sourcewell in the lottery. The grant amount is \$48,573.98 and includes funds to upgrade the audio/visual equipment in the Council Chambers, purchase and install a two post hydraulic lift in the Maintenance Shop, and purchase an electric sweeper for floor maintenance in the Maintenance Shop. The City will need to sign an agreement and wait to purchase the items until the funds have been received.

NEW BUSINESS: MAYOR JONES MADE THE MOTION TO APPROVE THE CAPITAL IMPROVEMENT PLAN PROJECTS BY FUNDING SOURCE SPREADSHEET FOR 2024 THROUGH 2028 AS PRESENTED. COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED. The Capital Improvement Plan is used in development of the City Budget.

MAYOR JONES MADE THE MOTION TO APPROVE PAYMENT OF BOND TRUST SERVICES INTEREST PAYMENTS FOR A TOTAL OF \$18,275 PLUS \$950 IN AGENT FEES AS FOLLOWS:

- 303 DEBT SERVICE FUND – 2012 CITY HALL IMPROVEMENT - \$2,337.50
- 304 DEBT SERVICE FUND – 2014 ROAD IMPROVEMENT - \$3,491.25 AND \$475
- 602 SEWER FUND – 2013 SEWER - \$12,446.25 AND \$475

COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

The candidate filing period will be open from July 30, 2024 until August 13, 2024 at 5 p.m. for one Mayor candidate and two Council Member candidates.

A Meet the Candidate Night will be planned. The event is not planned to include School Board members.

COUNCILMEMBER BUTCHER MADE THE MOTION TO ADOPT RESOLUTION 24-30 ACCEPTING DONATION TO THE CITY OF \$2,000 FROM THE OUTING CHAMBER OF COMMERCE TO THE CELEBRATE EMILY DAY COMMITTEE FOR EMILY DAY FIREWORKS. COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, AND KOCH VOTED AYE. THE MOTION CARRIED.

CORRESPONDENCE: Discussion included League of Minnesota Cities regarding notification of preliminary maximum dues increase, proposed fiscal changes and timing of dues notices, and additional changes to League constitution and bylaws; Widseth regarding the SS4A Planning Grant application was submitted; International Union of Operating Engineers regarding Notice of Desire to Negotiate; and Crow Wing County Attorney regarding misdemeanor prosecution fees will remain the same in 2025.

SCHEDULED UPCOMING MEETINGS: The August Regular Council Meeting will be held on Monday, August 12, 2024 at 6 p.m. The State Primary Election will be held on Tuesday, August 13, 2024.

**COUNCILMEMBER BUTCHER MADE THE MOTION TO ADJOURN THE MEETING AT 7:29 P.M.
COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON,
AND KOCH VOTED AYE. THE MOTION CARRIED.**

Respectfully submitted,

Attest:

Cari Johnson, MCMC, City Clerk/Treasurer

Tracy Jones, Mayor

Statement of Receipts, Disbursements and Balances (Schedule 1)

As on 10/31/2024

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
General Fund	677,672.47	945,469.64	1,250.14	0.00	944,851.30	7,195.81	0.00	672,345.14	123,416.39	795,761.53
Road and Bridge	106,569.71	37,658.52	0.00	0.00	15,192.20	0.00	0.00	129,036.03	0.00	129,036.03
Small Cities Revolving Loan Fund	15,705.14	6,828.09	0.00	0.00	0.00	0.00	0.00	22,533.23	0.00	22,533.23
Small Cities Housing Rehabilitation Fund	4.41	0.00	0.00	0.00	0.00	0.00	0.00	4.41	0.00	4.41
American Rescue Plan Fund	45,963.75	41.58	0.00	0.00	46,005.33	0.00	0.00	0.00	0.00	0.00
Library	1,581.22	448.51	0.00	0.00	0.00	0.00	0.00	2,029.73	0.00	2,029.73
Firemens equip fund 225	86,287.79	40,117.06	0.00	0.00	30,372.02	0.00	0.00	96,032.83	0.00	96,032.83
1st Resp. equip fund 226	53,715.54	11,162.51	434.84	0.00	434.84	2,214.50	0.00	62,663.55	42,927.42	105,590.97
Emily Area Recycling 227	0.00	275.88	0.00	0.00	390.00	0.00	0.00	(114.12)	0.00	(114.12)
Police Fund 228	12,127.16	10,020.61	0.00	0.00	10,004.58	0.00	0.00	12,143.19	0.00	12,143.19
FORFEITURE FUND 229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Debt Service (Identify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service PRI 2007 302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service GOCIP 2012 303 and 305	45,643.78	29,531.69	0.00	0.00	45,600.00	0.00	0.00	29,575.47	0.00	29,575.47
Debt Service PRI 2014 304	38,166.14	26,631.35	0.00	0.00	43,012.50	0.00	0.00	21,784.99	0.00	21,784.99
Debt Service PRI 2004 305	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service PRI 2005 306	0.00	265.00	0.00	0.00	0.00	0.00	0.00	265.00	0.00	265.00
Park Acquisition and Development (Optional) CITY HALL CD 406	48,394.15	13,716.75	760.96	0.00	66,294.77	3,875.37	0.00	(7,298.28)	75,123.02	67,824.74
CEMETERY CD 407	30,003.82	32.51	0.00	0.00	14,378.06	0.00	0.00	15,658.27	0.00	15,658.27
SMALL CITIES CD 408	1,326.47	1,939.24	380.47	0.00	380.47	1,937.69	0.00	1,328.02	37,561.51	38,889.53
POLICE DEPART. 409	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEWER EQUIP. 410	3,313.16	1,388.30	271.78	0.00	271.78	1,384.07	0.00	3,317.39	26,829.64	30,147.03
EDA CD 412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REHAB. PROJ. CD 413	10,076.19	12.92	0.00	0.00	0.00	0.00	0.00	10,089.11	0.00	10,089.11
CAP. PROJ. FIRE CD 414	5,015.54	6.48	0.00	0.00	0.00	0.00	0.00	5,022.02	0.00	5,022.02
CAP PROJ. RD CD 415	18,601.28	2,791.91	543.54	0.00	543.54	2,768.11	0.00	18,625.08	53,659.29	72,284.37
FUT. CITY DEV. CD 416	(2,204.61)	1,937.68	380.46	0.00	880.46	1,937.68	0.00	(2,704.61)	37,561.51	34,856.90

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
SHOP BLDG CD 417	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sewage Collection and Disposal	102,531.58	129,331.92	108.71	0.00	144,519.34	553.62	0.00	86,899.25	10,731.86	97,631.11
SEWER 617	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Small Cities Grant 801	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Donor pass thru 851	0.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00
Total:	1,300,494.69	1,269,608.15	4,130.90	0.00	1,373,131.19	21,866.85	0.00	1,179,235.70	407,810.64	1,587,046.34

Cash Control Statement

For the Period: 10/1/2024 To 10/31/2024

Name of Fund	Beginning Balance	Total Receipts	Total Disbursed	Ending Balance	Less Deposits In Transit	Plus Outstanding Checks	Total Per Bank Statement
General Fund	\$750,780.80	\$20,618.87	\$99,054.53	\$672,345.14	\$0.00	\$23,359.86	\$695,705.00
Road and Bridge	\$133,719.33	\$16.70	\$4,700.00	\$129,036.03	\$0.00	\$0.00	\$129,036.03
Small Cities Revolving Loan Fund	\$21,832.99	\$700.24	\$0.00	\$22,533.23	\$0.00	\$0.00	\$22,533.23
Small Cities Housing Rehabilitation Fund	\$4.41	\$0.00	\$0.00	\$4.41	\$0.00	\$0.00	\$4.41
American Rescue Plan Fund	\$2,926.42	\$0.00	\$2,926.42	\$0.00	\$0.00	\$0.00	\$0.00
Library	\$2,029.41	\$0.32	\$0.00	\$2,029.73	\$0.00	\$0.00	\$2,029.73
Firemens equip fund 225	\$99,189.38	\$12.45	\$3,169.00	\$96,032.83	\$0.00	\$0.00	\$96,032.83
1st Resp. equip fund 226	\$62,655.36	\$73.30	\$65.11	\$62,663.55	\$0.00	\$0.00	\$62,663.55
Emily Area Recycling 227	(\$161.65)	\$147.53	\$100.00	(\$114.12)	\$0.00	\$0.00	(\$114.12)
Police Fund 228	\$12,146.19	\$1.58	\$4.58	\$12,143.19	\$0.00	\$0.00	\$12,143.19
FORFEITURE FUND 229	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service PRI 2007 302	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service GOCIP 2012 303 and 305	\$29,571.69	\$3.78	\$0.00	\$29,575.47	\$0.00	\$0.00	\$29,575.47
Debt Service PRI 2014 304	\$21,782.15	\$2.84	\$0.00	\$21,784.99	\$0.00	\$0.00	\$21,784.99
Debt Service PRI 2004 305	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service PRI 2005 306	\$265.00	\$0.00	\$0.00	\$265.00	\$0.00	\$0.00	\$265.00
Park Acquisition and Development (Optional)	(\$6,683.25)	\$113.95	\$728.98	(\$7,298.28)	\$0.00	\$0.00	(\$7,298.28)
CITY HALL CD 406	\$20,950.86	\$2.21	\$5,294.80	\$15,658.27	\$0.00	\$1,179.12	\$16,837.39
CEMETERY CD 407	\$1,327.86	\$57.14	\$56.98	\$1,328.02	\$0.00	\$0.00	\$1,328.02
SMALL CITIES CD 408	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POLICE DEPART. 409	\$3,316.92	\$41.16	\$40.69	\$3,317.39	\$0.00	\$0.00	\$3,317.39
SEWER EQUIP. 410	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EDA CD 412	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REHAB. PROJ. CD 413	\$10,087.85	\$1.26	\$0.00	\$10,089.11	\$0.00	\$0.00	\$10,089.11
CAP. PROJ. FIRE CD 414	\$5,021.39	\$0.63	\$0.00	\$5,022.02	\$0.00	\$0.00	\$5,022.02
CAP PROJ. RD CD 415	\$18,622.72	\$83.75	\$81.39	\$18,625.08	\$0.00	\$0.00	\$18,625.08
FUT. CITY DEV. CD 416	(\$2,204.61)	\$56.98	\$556.98	(\$2,704.61)	\$0.00	\$500.00	(\$2,204.61)
SHOP BLDG CD 417	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sewage Collection and Disposal	\$73,671.28	\$16,890.22	\$3,662.25	\$86,899.25	\$0.00	\$0.00	\$86,899.25
SEWER 617	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Small Cities Grant 801	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total
 Per Bank Statement
 \$0.00
 \$1,204,274.68
balanced
 11-4-24
js

Plus
 Outstanding Checks
 \$0.00
 \$25,038.98

Less
 Deposits In Transit
 \$0.00
 \$0.00

Ending Balance
 \$0.00
 \$1,179,235.70

Total Disbursed
 \$0.00
 \$120,441.71

Total Receipts
 \$0.00
 \$38,824.91

Beginning Balance
 \$0.00
 \$1,260,852.50

Donor pass thru 851

Total

Name of Fund	Beginning Balance	Total Receipts	Total Disbursed	Ending Balance	Outstanding Checks	Plus	Less	Total Per Bank Statement
Andrew D Hemphill	City Council/Town Board							
Bryce I Butcher	City Council/Town Board							
GERHART L. HANSON, JR	City Council/Town Board							
Gregory A Koch	City Council/Town Board							
TRACY ALLEN JONES	City Council/Town Board, Mayor							

As of 11/4/2024

Fiscal Year : 2024

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$677,672.47	\$946,719.78	\$952,047.11	\$672,345.14
Road and Bridge	\$106,569.71	\$37,658.52	\$15,192.20	\$129,036.03
Small Cities Revolving Loan Fund	\$15,705.14	\$6,828.09	\$0.00	\$22,533.23
Small Cities Housing Rehabilitation Fund	\$4.41	\$0.00	\$0.00	\$4.41
American Rescue Plan Fund	\$45,963.75	\$41.58	\$46,005.33	\$0.00
Library	\$1,581.22	\$448.51	\$0.00	\$2,029.73
Firemens equip fund 225	\$86,287.79	\$40,117.06	\$30,372.02	\$96,032.83
1st Resp. equip fund 226	\$53,715.54	\$11,597.35	\$2,649.34	\$62,663.55
Emily Area Recycling 227	\$0.00	\$275.88	\$390.00	(\$114.12)
Police Fund 228	\$12,127.16	\$10,020.61	\$10,004.58	\$12,143.19
FORFEITURE FUND 229	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify)	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service PRI 2007 302	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service GOCIP 2012 303 and 305	\$45,643.78	\$29,531.69	\$45,600.00	\$29,575.47
Debt Service PRI 2014 304	\$38,166.14	\$26,631.35	\$43,012.50	\$21,784.99
Debt Service PRI 2004 305	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service PRI 2005 306	\$0.00	\$265.00	\$0.00	\$265.00
Acquisition and Development (Optional)	\$48,394.15	\$14,477.71	\$70,170.14	(\$7,298.28)
CITY HALL CD 406	\$30,003.82	\$32.51	\$14,378.06	\$15,658.27
CEMETERY CD 407	\$1,326.47	\$2,319.71	\$2,318.16	\$1,328.02
SMALL CITIES CD 408	\$0.00	\$0.00	\$0.00	\$0.00
POLICE DEPART. 409	\$3,313.16	\$1,660.08	\$1,655.85	\$3,317.39
SEWER EQUIP. 410	\$0.00	\$0.00	\$0.00	\$0.00
EDA CD 412	\$0.00	\$0.00	\$0.00	\$0.00
REHAB. PROJ. CD 413	\$10,076.19	\$12.92	\$0.00	\$10,089.11
CAP. PROJ. FIRE CD 414	\$5,015.54	\$6.48	\$0.00	\$5,022.02
CAP PROJ. RD CD 415	\$18,601.28	\$3,335.45	\$3,311.65	\$18,625.08
FUT. CITY DEV. CD 416	(\$2,204.61)	\$2,318.14	\$2,818.14	(\$2,704.61)
SHOP BLDG CD 417	\$0.00	\$0.00	\$0.00	\$0.00
Sewage Collection and Disposal	\$102,531.58	\$129,440.63	\$145,072.96	\$86,899.25
SEWER 617	\$0.00	\$0.00	\$0.00	\$0.00
Small Cities Grant 801	\$0.00	\$0.00	\$0.00	\$0.00
Donor pass thru 851	\$0.00	\$10,000.00	\$10,000.00	\$0.00
Total :	\$1,300,494.69	\$1,273,739.05	\$1,394,998.04	\$1,179,235.70

Date of Report : 11/4/2024

Outstanding Checks

<u>Date of Check</u>	<u>Check Number</u>	<u>To Whom Paid</u>	<u>Check Amount</u>
09/25/2024	61770	Crow Wing County Recorder	\$46.00
10/02/2024	61773	Payroll Period Ending 10/02/2024	\$78.50
10/08/2024	61787	Payroll Period Ending 10/08/2024	\$346.31
10/08/2024	61809	Equipment Management Company	\$1,297.00
10/08/2024	61811	LTS Escrow	\$500.00
10/16/2024	61827	Tenant Sales & Service Company	\$13,778.80
10/23/2024	61837	AFLAC	\$396.36
10/23/2024	61841	Dollar General - Regions 410526	\$33.35
10/30/2024	61846	Canon Financial Services, Inc.	\$148.93
10/30/2024	61847	Ehlers Investment Partners, LLC	\$169.59
10/30/2024	61848	Vestis	\$212.91
10/30/2024	61849	LAKERS LIONS	\$34.00
10/30/2024	61850	Verizon	\$104.32
10/30/2024	61851	Security & Fire Partners, Inc.	\$1,179.12
10/30/2024	61852	I.U.O.E. LOCAL 49 FRINGE BENEFIT FU	\$5,900.00
10/30/2024	61853	Colonial Life	\$56.92
10/30/2024	61854	AUTO VALUE	\$114.77
10/30/2024	61855	Wex Bank	\$642.10
		Total	\$25,038.98

For the period: 10/1/2024 To 10/31/2024

Investment Type	Description	Beginning Balance	Date	Deposits	Withdrawals	Ending Balance
Money Market/Bonds	MMMF/Municipal Bonds:Varying Maturities,	407,656.08	10/01/2024			
			10/31/2024	116.99		407,773.07
			10/31/2024	40.69		407,813.76
			10/31/2024	71.21		407,884.97
			10/31/2024	35.61		407,920.58
			10/31/2024	25.43		407,946.01
			10/31/2024	50.86		407,996.87
			10/31/2024	35.61		408,032.48
			10/31/2024	10.17		408,042.65
			10/31/2024		70.21	407,972.44
			10/31/2024		24.42	407,948.02
			10/31/2024		42.74	407,905.28
			10/31/2024		21.37	407,883.91
			10/31/2024		15.26	407,868.65
			10/31/2024		30.53	407,838.12
			10/31/2024		21.37	407,816.75
			10/31/2024		6.11	407,810.64

Total

386.57

232.01

407,810.64

Total All Investments

386.57

232.01

407,810.64

	Balance	Re-Investments	Interest	Gain/Loss	Ebalance	Bond Earned Interest Deposited In MMDA12
MMMF Investments						
Cash/Dreyfus Tr Money Market Deposit Account	\$ 1,142.10	\$ -	\$ 386.57	\$ -	\$ 1,528.67	\$ 382.19
Money Market Total	\$ 1,142.10	\$ -	\$ 386.57	\$ -	\$ 1,528.67	
Muni Bonds/CDs/Treasury Bill						
Rockland Fed Cr Un Rockland Mass	\$ 54,958.75	\$ -	\$ -	\$ (115.50)	\$ 54,843.25	\$ 203.42
910286HZ9 United FID Bk FSB Evansville Ind	\$ 50,342.50	\$ -	\$ -	\$ (181.00)	\$ 50,161.50	\$ 178.77
509262FD8 Lake Cnty ILL Cmnty Unit Sch Bds	\$ 19,963.00	\$ -	\$ -	\$ 2.20	\$ 19,965.20	
82669GGH1 Signature Bk New York NY CD	\$ 144,817.30	\$ -	\$ -	\$ 76.85	\$ 144,894.15	
939828DC1 Washington Fed Bk Seattle CD	\$ 33,992.18	\$ -	\$ -	\$ 11.22	\$ 34,003.40	
604161J41 MN St Hsg Fin Agy Taxable Residential	\$ 40,010.40	\$ -	\$ -	\$ (22.00)	\$ 39,988.40	
91282CEU1 US Treasury NTS	\$ 62,429.85	\$ -	\$ -	\$ (3.78)	\$ 62,426.07	
Municipal Bonds/CDs/Treas. Bill Total	\$ 406,513.98	\$ -	\$ -	\$ (232.01)	\$ 406,281.97	
TOTAL INVESTMENTS	\$ 407,656.08	\$ -	\$ 386.57	\$ (232.01)	\$ 407,810.64	

Balanced
11-4-24
OK

	Original Investment	Beginning Balance	MMMF Reinvest	MMMF Interest	MMMF Gain/Loss	Muni Bonds Reinvest	Muni Bonds Interest	Muni Bonds Gain/Loss	Ending Balance	Market Value Totals
100 General Fund	\$ 115,000.00	\$ 123,369.61	\$ -	\$ 116.99	\$ -	\$ -	\$ -	\$ (70.21)	\$ 123,416.39	\$ 123,416.39
226 1st Resp. Equipment Fund	\$ 40,000.00	\$ 42,911.16	\$ -	\$ 40.69	\$ -	\$ -	\$ -	\$ (24.42)	\$ 42,927.43	\$ 42,927.43
404 Park Acquisition and Devt	\$ 70,000.00	\$ 75,094.55	\$ -	\$ 71.21	\$ -	\$ -	\$ -	\$ (42.74)	\$ 75,123.02	\$ 75,123.02
407 Cemetery	\$ 35,000.00	\$ 37,547.27	\$ -	\$ 35.61	\$ -	\$ -	\$ -	\$ (21.37)	\$ 37,561.51	\$ 37,561.51
409 Police Department	\$ 25,000.00	\$ 26,819.47	\$ -	\$ 25.43	\$ -	\$ -	\$ -	\$ (15.26)	\$ 26,829.64	\$ 26,829.64
415 Capital Project Roads	\$ 50,000.00	\$ 53,638.95	\$ -	\$ 50.86	\$ -	\$ -	\$ -	\$ (30.53)	\$ 53,659.28	\$ 53,659.28
416 Future City Development	\$ 35,000.00	\$ 37,547.27	\$ -	\$ 35.61	\$ -	\$ -	\$ -	\$ (21.37)	\$ 37,561.51	\$ 37,561.51
602 Sewage Collection and Disp.	\$ 10,000.00	\$ 10,727.80	\$ -	\$ 10.17	\$ -	\$ -	\$ -	\$ (6.11)	\$ 10,731.86	\$ 10,731.86
Total	\$ 380,000.00	\$ 407,656.08	\$ -	\$ 386.57	\$ -	\$ -	\$ -	\$ (232.01)	\$ 407,810.64	\$ 407,810.64

Fund Name: All Funds

Date Range: 10/01/2024 To 10/31/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
10/01/2024	Jon Stern	13615*	Small Cities Revolving Loan	(10/03/2024) -	N State MIF Business Loans COVID-19	204-36203-15	\$ 167.51 <u>\$ 167.51</u>
10/01/2024	Minnesota Revenue	13616	Police State Aid	(10/01/2024) -	N State Police Aid	100-33480-	\$ 4,203.94 <u>\$ 4,203.94</u>
10/02/2024	Verizon Wireless	13618	Monthly Cell Tower Lease Payment	(10/03/2024) -	N Verizon Rental	100-34951-	\$ 1,100.00 <u>\$ 1,100.00</u>
10/03/2024	Anne Graunke	13619	Land Use Permit Fees	(10/08/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 810.00 <u>\$ 810.00</u>
10/03/2024	Rosemary Binsfeld	13620	Monument Staking Fee	(10/07/2024) -	N Cemetery -Grave openings	100-34941-	\$ 50.00 <u>\$ 50.00</u>
10/03/2024	Lakes Area Title	13621	Inv. 24-48 Assessment Search	(10/07/2024) -	N Assessment Searches	100-34107-	\$ 25.00 <u>\$ 25.00</u>
10/07/2024	Lawyers Title Services, LLC	13622	Invs. 24-52 and 24-53 Assessment Searches	(10/10/2024) -	N Assessment Searches	100-34107-	\$ 50.00 <u>\$ 50.00</u>
10/07/2024	Sourcewell	13623	EMS Training Reimbursement	(10/10/2024) -	N Grants & Aids from Other LGUs	100-33631-	\$ 400.00 <u>\$ 400.00</u>
10/07/2024	Laurie Jorgensen	13624	Camper Permit	(10/10/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 25.00 <u>\$ 25.00</u>
10/07/2024	Dan and Fran Barrett	13625*	Small Cities Revolving Loan	(10/10/2024) -	N State MIF Business Loans COVID-19	204-36203-15	\$ 167.71 <u>\$ 167.71</u>

Fund Name: All Funds

Date Range: 10/01/2024 To 10/31/2024

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
10/10/2024	Dan Johnson and Heather Mityng	13627*	Small Cities Revolving Loan	(10/10/2024) -	N State MIF Business Loans COVID-19	204-36203-15	\$ 362.03
10/15/2024	Susan Ball	13628	Inv. 24-55 Assessment Search	(10/17/2024) -	N Assessment Searches	100-34107-	\$ 25.00
10/15/2024	Crow Wing County	13629	Court Fees	(10/10/2024) -	N Court Fines	100-35101-	\$ 109.99
10/16/2024	Kira Floisand	13630	Inv. 24-51 1st Resp. Unit Training Reimbursement - ACH	(10/21/2024) -	N Refunds	100-36240-	\$ 50.00
10/16/2024	Todd Marshall	13631	Land Use Permit - ACH	(10/21/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 75.00
10/16/2024	UTILITY BILLING	13632	Sewer Charges	(10/17/2024) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 2,180.73 \$ 17.62
10/16/2024	UTILITY BILLING	13633	Sewer Charges	(10/17/2024) -	N Rate Class I	602-37210-	\$ 1,907.67
10/16/2024	UTILITY BILLING	13634	Sewer Charges	(10/17/2024) -	N Rate Class I	602-37210-	\$ 1,995.71
10/21/2024	Schrupp Excavating	13635	SSTS Permit 21260613	(10/23/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 260.00
10/21/2024	Brent Beckman	13636	Rental Dwelling License - Short Term	(10/23/2024) -	N Rental Dwelling License	100-32111-	\$ 100.00
10/22/2024	Wes Hanson Builders	13637	Land Use Permit 24-87	(10/23/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 400.00

Fund Name: All Funds

Date Range: 10/01/2024 To 10/31/2024

Date	Remitter	Receipt #	Description	Deposit ID	Void	Account Name	F-A-P	Total
10/22/2024	Sourcewell	13638	Region 5 Rebate 9-1-23 to 8-31-24	(10/23/2024) -	N	Refunds	100-36240-	\$ 6,685.78
10/22/2024	Reddings	13639	Inv. 24-58 2025 Liquor License	(10/23/2024) -	N	Alcoholic Beverages	100-32110-	\$ 200.00
10/23/2024	Capelle Companies	13640	Rental Dwelling License - Short Term	(10/28/2024) -	N	Rental Dwelling License	100-32111-	\$ 100.00
10/24/2024	UTILITY BILLING	13641	Sewer Charges	(10/25/2024) -	N	Rate Class I	602-37210-	\$ 2,063.26
10/24/2024	UTILITY BILLING	13642	Sewer Charges	(10/25/2024) -	N	Rate Class I	602-37210-	\$ 2,114.64
10/25/2024	Shelley Rohif	13643	Lockers X4	(10/28/2024) -	N	Sale of Lockers	100-34306-	\$ 20.00
10/25/2024	Cindy Nordvall	13644	Copies X5	(10/28/2024) -	N	Copies/Faxes	100-34112-	\$ 1.25
10/25/2024	Larson Saloon 2	13645	Inv. 24-59 2025 Liquor Licenses	(10/28/2024) -	N	Alcoholic Beverages	100-32110-	\$ 1,600.00
10/28/2024	Wesley Murnane	13646	Rental Dwelling License - Short Term	(10/28/2024) -	N	Rental Dwelling License	100-32111-	\$ 100.00
10/28/2024	S&Y Investments, LLC	13647	Rental Dwelling License - Long Term	(10/28/2024) -	N	Rental Dwelling License	100-32111-	\$ 100.00
10/28/2024	Tyson Kinkaid	13648	2025 Rental Dwelling License	(10/28/2024) -	N	Rental Dwelling License	100-32111-	\$ 100.00

Fund Name: All Funds

Date Range: 10/01/2024 To 10/31/2024

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
10/28/2024	UTILITY BILLING	13649	Sewer Charges	(10/28/2024) -	N Rate Class I	602-37210-	\$ 2,394.64
					Penalties and Forfeited Discounts	602-37260-	\$ 4.94
							\$ 2,399.58
10/28/2024	UTILITY BILLING	13650*	Sewer Charges - ACH	(10/09/2024) -	N Rate Class I	602-37210-	\$ 424.70
							\$ 424.70
10/28/2024	Heather Cowell	13651	Transfer of 2 Cemetery Plots	(10/29/2024) -	N Cemetery -Sale of lots	100-34942-	\$ 15.00
							\$ 15.00
10/28/2024	Randal Moritz	13652	Rental Dwelling Licenses - Long Term	(10/29/2024) -	N Rental Dwelling License	100-32111-	\$ 900.00
							\$ 900.00
10/28/2024	UTILITY BILLING	13653*	Sewer Charges - ACH	(10/10/2024) -	N Rate Class I	602-37210-	\$ 176.22
							\$ 176.22
10/28/2024	Daniel and Jodi Ciskovsky	13654	2025 Rental Dwelling License	(10/29/2024) -	N Rental Dwelling License	100-32111-	\$ 100.00
							\$ 100.00
10/28/2024	UTILITY BILLING	13655*	Sewer Charges - ACH	(10/11/2024) -	N Rate Class I	602-37210-	\$ 176.22
							\$ 176.22
10/28/2024	UTILITY BILLING	13656*	Sewer Charges - ACH	(10/18/2024) -	N Rate Class I	602-37210-	\$ 352.44
							\$ 352.44
10/28/2024	UTILITY BILLING	13657*	Sewer Charges - ACH	(10/21/2024) -	N Rate Class I	602-37210-	\$ 176.22
							\$ 176.22
10/28/2024	UTILITY BILLING	13658*	Sewer Charges - ACH	(10/22/2024) -	N Rate Class I	602-37210-	\$ 176.22
							\$ 176.22
10/28/2024	UTILITY BILLING	13659*	Sewer Charges - ACH	(10/23/2024) -	N Rate Class I	602-37210-	\$ 352.44
							\$ 352.44
10/29/2024	UTILITY BILLING	13660	Sewer Charges	(10/29/2024) -	N Rate Class I	602-37210-	\$ 1,644.05
							\$ 1,644.05

Fund Name: All Funds

Date Range: 10/01/2024 To 10/31/2024

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
10/29/2024	Red Pine Ventures	13661	Inv. 24-60 2025 Liquor Licenses	(10/30/2024) -	N Alcoholic Beverages	100-32110-	\$ 1,400.00
							\$ 1,400.00
10/29/2024	Oil Recycling	13662	Oil Recycling Collection - Cash	(10/30/2024) -	N Oil Recycling	227-37311-	\$ 147.53
10/30/2024	UTILITY BILLING	13663	Sewer Charges	(10/30/2024) -	N Rate Class I	602-37210-	\$ 147.53
10/30/2024	UTILITY BILLING	13664*	Sewer Charges - ACH	(10/30/2024) -	N Rate Class I	602-37210-	\$ 176.22
10/30/2024	UTILITY BILLING	13665*	Sewer Charges - ACH	(10/31/2024) -	N Rate Class I	602-37210-	\$ 176.22
10/30/2024	Jim Edmonds	13666	Copies X10	(10/31/2024) -	N Copies/Faxes	100-34112-	\$ 2.50
10/30/2024	LPS Construction LLC	13667	Land Use and SSTS Permits	(10/31/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 2.50
10/31/2024	UTILITY BILLING	13668	Sewer Charges	(10/31/2024) -	N Rate Class I	602-37210-	\$ 710.00
10/31/2024	Minnesota Revenue	13669	MV Credit Agricultural	(10/31/2024) -	N Agricultural Market Value Credit	100-33426-	\$ 176.22
10/31/2024	ELCF Inc. - Lake Country Foods	13670	Inv. 24-61 2025 Liquor License	(10/31/2024) -	N Alcoholic Beverages	100-32110-	\$ 176.22
							\$ 422.93
10/31/2024	PINE RIVER STATE BANK	13672	Int CR Checking	(10/31/2024) -	N Interest Earning	100-36210-	\$ 200.00
							\$ 200.00
							\$ 90.28
							\$ 16.70
							\$ 2.99
							\$ 0.32
							\$ 12.45
							\$ 8.19

Fund Name: All Funds

Date Range: 10/01/2024 To 10/31/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
10/31/2024	Pershing	13674	Int CR MMMF and Muni Bonds (10/31/2024) -		N	Interest Earning	100-36210-	\$ 116.99
						Interest Earning	226-36210-	\$ 40.69
						Interest Earning	404-36210-	\$ 71.21
						Interest Earning	407-36210-	\$ 35.61
						Interest Earning	409-36210-	\$ 25.43
						Interest Earning	415-36210-	\$ 50.86
						Interest Earning	416-36210-	\$ 35.61
						Interest Earning	602-36210-	\$ 10.17
								\$ 386.57
10/31/2024	Money Market/Bonds	IAW10864	Deposit from Money Market/Bonds	(10/31/2024)-	N	Sale of Investment	100-39990-	\$ 70.21
10/31/2024	Money Market/Bonds	IAW10865	Deposit from Money Market/Bonds	(10/31/2024)-	N	Sale of Investment	226-39990-	\$ 24.42
10/31/2024	Money Market/Bonds	IAW10866	Deposit from Money Market/Bonds	(10/31/2024)-	N	Sale of Investment	404-39990-	\$ 42.74
10/31/2024	Money Market/Bonds	IAW10867	Deposit from Money Market/Bonds	(10/31/2024)-	N	Sale of Investment	407-39990-	\$ 21.37
10/31/2024	Money Market/Bonds	IAW10868	Deposit from Money Market/Bonds	(10/31/2024)-	N	Sale of Investment	409-39990-	\$ 21.37

Fund Name: All Funds

Date Range: 10/01/2024 To 10/31/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
10/31/2024	Money Market/Bonds	IAW10869	Deposit from Money Market/Bonds	(10/31/2024)-	N Sale of Investment	415-39990-	\$ 15.26
10/31/2024	Money Market/Bonds	IAW10870	Deposit from Money Market/Bonds	(10/31/2024)-	N Sale of Investment	416-39990-	\$ 30.53
10/31/2024	Money Market/Bonds	IAW10871	Deposit from Money Market/Bonds	(10/31/2024)-	N Sale of Investment	602-39990-	\$ 21.37
Total for Selected Receipts							\$ 6.11
							\$ 38,824.91

Date Range : 11/7/2024 To 11/12/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
11/12/2024	LEAGUE MN CITIES INS. TRUST P&C	Acct 10002439 10.28.24 Inv: Annual Property/Casualty Insurance Premium	71573	\$31,414.00	100-41425-361- 100-43110-361- 100-41910-361- 100-41910-361- 602-49490-361- 100-41940-361- 100-43126-362- 100-41425-362- 100-42210-362- 100-42210-362- 100-41425-362- 100-45202-362- 100-43110-362- 100-42280-362- 602-49490-362- 100-49010-362- 100-41941-362- 100-41940-362- 100-43126-363- 100-42220-363- 100-42860-363-	Clerk Maintenance-Shop Planning and Zoning Planning and Zoning Sewer Utilities - Administration and General General Government Buildings and Plant Road and Bridge Equipment Clerk Fire Administration Fire Administration Clerk Park Areas Maintenance-Shop Fire Stations and Buildings Sewer Utilities - Administration and General Cemetery City Hall General Government Buildings and Plant Road and Bridge Equipment Fire Fighting Other Protection-1st Response	\$405.72 \$444.36 \$115.92 \$1,304.00 \$260.00 \$1,288.00 \$662.50 \$144.50 \$662.50 \$144.50 \$893.00 \$1,738.00 \$3,659.00 \$3,751.00 \$1,104.00 \$182.00 \$8,873.00 \$1,049.00 \$2,599.00 \$1,785.00 \$349.00
11/12/2024	Elan Financial Services	Oct24:ClerkOffSupp,Soft wr,Post,PZSoftwr,LibOffs upp; HallSmlTIis;ShopRprMaint ,SmlTIis;RdSmlTI	71574*	\$2,654.88	100-43110-240- 100-41425-201- 100-41425-322- 225-42210-201- 100-41941-240- 100-43126-240- 100-43110-221- 100-41425-309-	Maintenance-Shop Clerk Clerk Fire Administration City Hall Road and Bridge Equipment Maintenance-Shop Clerk	\$119.21 \$90.03 \$14.43 \$759.49 \$35.59 \$1,058.27 \$24.23 \$382.86

Date Range : 11/7/2024 To 11/12/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
11/12/2024	CULLIGAN	Invs:150X01884303,150X 01914407 -HallSoftener EquipRental,Salt/ShopWaterRental	71575	\$137.61	100-41910-309- 100-45187-201- 602-49490-322-	Planning and Zoning Library Sewer Utilities - Administration and General	\$105.58 \$8.18 \$57.01
11/12/2024	Tremolo Communications	City phone service - 11/1/2024 invoices	71576	\$916.05	100-41941-416- 100-43110-416-	City Hall Maintenance-Shop	\$121.50 \$16.11
11/12/2024	BRIAN FOSTER	Reimbursement of onXmaps Software	71577	\$34.99	100-41941-321- 100-41910-321- 100-41425-321- 100-41425-321- 100-42210-321- 100-43110-321- 100-42110-321-	City Hall Planning and Zoning Clerk Clerk Fire Administration Maintenance-Shop Police Administration	\$39.16 \$46.67 \$39.51 \$456.64 \$147.96 \$106.11 \$80.00
11/12/2024	Calen Spindler	Reimbursement of onXmaps Software	71578	\$37.57	100-43121-810-	Paved Streets	\$34.99
11/12/2024	Active911, Inc.	10 First Responders - Inv. 593386	71579	\$157.50	100-43121-810-	Paved Streets	\$37.57
11/12/2024	Sourcewell	Planning and Zoning Services for September - Inv. INV00003585	71580	\$1,320.00	100-42860-324-	Other Protection-1st Response	\$157.50
11/12/2024	PIKE PLUMBING & HEATING OF BRAINERD	Inv. 88634 - City Hall Boiler Maintenance/Safety Inspection	71581	\$394.61	100-41910-311-	Planning and Zoning	\$1,320.00

Date Range : 11/7/2024 To 11/12/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
11/12/2024	A W Research Laboratories	Sewer Sample Testing - Inv. #66908	71582	\$435.60	100-41941-404- 100-41941-221-	City Hall City Hall	\$345.00 \$49.61
11/12/2024	WM Corporate Services, Inc.	garbage - inv. 6849064-1767-1	71583	\$357.16	602-49450-315-	Sewer Utilities - Sanitary Sewer Maintenance	\$435.60
					100-43240-384-	Waste (Refuse) Disposal	\$357.16
Total For Selected Claims				\$37,859.97			\$37,859.97

Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
TRACY ALLEN JONES	City Council/Town Board, Mayor	Date

For the payroll period ending: 11/12/2024

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41110-103	323	Butcher, Bryce L	300.14
	428	HANSON, JR, GERHART L.	300.14
	922	Hemphill, Andrew D	300.14
	724	Koch, Gregory A	300.14
Account Total			1,200.56
100-41310-103	643	JONES, TRACY ALLEN	461.75
Account Total			461.75
100-42501-103	451	Foster, Brian D	34.34
Account Total			34.34
100-45187-103	623	Davis, Jane M	210.87
Account Total			210.87
100-43110-101	Unallocated (Due to rounding)		\$0.00
Total For Period			\$1,907.52

Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
TRACY ALLEN JONES	City Council/Town Board, Mayor	Date

Date Range : 10/31/2024 To 11/6/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
11/06/2024	The Office Shop, Inc.	11/1/24 Statement Inv. 1146853-0 Clerk's Office Supplies	71562	\$115.00	100-41425-201-	Clerk	\$115.00
11/06/2024	Tri-County Septic Inspection	11-1 Inv.: Septic Inspection 42144 SH6	71563	\$200.00	100-41910-310-	Planning and Zoning	\$200.00
11/06/2024	GOPHER STATE ONE-CALL	Inv. 4100383 - Locates	71564	\$8.10	602-49490-385-	Sewer Utilities - Administration and General	\$8.10
11/06/2024	Amy Prokott	Mileage: Election Judge - Election day drop off results	71565	\$48.31	100-41410-331-	Elections	\$48.31
11/06/2024	CARI JOHNSON	Mileage: Election Judge-PublicTest,PickupS upplies, Dropoffresults	71566	\$126.63	100-41410-331-	Elections	\$126.63
11/06/2024	INTERNATIONAL UNION OF	Union dues - 11-4-24 Invoice	71567	\$140.00	100-41425-101- 100-43110-101-	Clerk Maintenance-Shop	\$70.00 \$70.00
11/06/2024	Highway 18 Collision Center, Inc.	RO # 29592: 2018 Int Dump Truck Repair	71568	\$1,672.52	100-43126-221- 100-43126-404-	Road and Bridge Equipment Road and Bridge Equipment	\$907.52 \$765.00
11/06/2024	NORTHLAND FIRE PROTECTION	Inv. 60558,60556,60555 - Hall,Broadway Shop,Fire Hall - Fire Extinguisher service/re-cert	71569	\$2,183.70	100-42280-404- 100-43110-404- 100-42280-221- 100-43110-221-	Fire Stations and Buildings Maintenance-Shop Fire Stations and Buildings Maintenance-Shop	\$190.00 \$289.00 \$382.90 \$481.10

Date Range : 10/31/2024 To 11/6/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
11/06/2024	Meyer Midwest	Repair of 2022 Maint. Truck electrical issues	71570	\$312.82	100-41941-221- 100-41941-404-	City Hall City Hall	\$277.70 \$563.00
11/06/2024	EMILY ACE HARDWARE	Inv.10/31:HallPZDoor,Ha llRprMaint,RoadRprMain t,Par k RprMaint,ShopSmllTs/Sh opMaterials	71571	\$387.12	100-43126-404- 100-43126-221-	Road and Bridge Equipment Road and Bridge Equipment	\$260.00 \$52.82
					406-41941-530- 100-41941-221- 100-43126-221- 100-45202-221- 100-43110-240- 100-43110-215-	City Hall City Hall Road and Bridge Equipment Park Areas Maintenance-Shop Maintenance-Shop	\$7.42 \$31.08 \$34.15 \$17.30 \$228.25 \$68.92
11/06/2024	POWERPLAN	Inv. 2417481:Grader Edge	71572	\$759.80	100-43126-221-	Road and Bridge Equipment	\$759.80
Total For Selected Claims				\$5,954.00			\$5,954.00

For the payroll period ending: 11/06/2024

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41410-118	916	Bartel, Lynda C	126.00
	623	Davis, Jane M	13.00
	903	Gooley, Diane	112.00
	85	Johnson, Cari E.	121.37
	722	JOHNSON, DAVID P	161.61
	724	Koch, Gregory A	203.63
	914	Prokott, Amy J	95.70
Account Total			952.28

100-43110-101

Unallocated (Due to rounding)

\$0.00

Total For Period

\$952.28

Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
TRACY ALLEN JONES	City Council/Town Board, Mayor	Date

For the payroll period ending: 11/06/2024

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41910-114	916	Bartel, Lynda C	78.50
	926	Hughes, Faye A	78.50
	722	JOHNSON, DAVID P	78.50
	930	Mosman, Mark D	78.50
	924	Rheaume, Patrick T	78.50
	87	Vukelich, Denise L	78.50
Account Total			471.00
100-43110-101			
	Unallocated (Due to rounding)		\$0.00
Total For Period			\$471.00

Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
TRACY ALLEN JONES	City Council/Town Board, Mayor	Date

For the payroll period ending: 11/06/2024

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41410-101	85	Johnson, Cari E.	297
	914	Prokott, Amy J	139.54
		Account Total	434.54
100-41425-101	85	Johnson, Cari E.	1,248.55
	914	Prokott, Amy J	616.19
		Account Total	1,864.74
100-41425-103	909	Fahrendorff, Susan E	69.55
		Account Total	69.55
100-41910-103	909	Fahrendorff, Susan E	758.41
		Account Total	758.41
100-41941-101	451	Foster, Brian D	244.17
	502	Spindler, Calen Chris	253.95
		Account Total	498.12
100-42280-101	502	Spindler, Calen Chris	17.14
		Account Total	17.14
100-43110-101	451	Foster, Brian D	651.12
	502	Spindler, Calen Chris	623.20
		Account Total	1,274.32
100-43110-103	932	Moonen, Brian E	291.85
		Account Total	291.85
100-43121-101	451	Foster, Brian D	629.95
	502	Spindler, Calen Chris	411.35
		Account Total	1,041.30
100-43121-103	932	Moonen, Brian E	411.35
		Account Total	411.35
100-43240-101	451	Foster, Brian D	21.16
	502	Spindler, Calen Chris	137.10
		Account Total	158.26
100-45202-101	451	Foster, Brian D	40.69
	502	Spindler, Calen Chris	59.20
		Account Total	99.89
100-45202-103	932	Moonen, Brian E	31.41
		Account Total	31.41
602-49450-101	451	Foster, Brian D	40.69
	502	Spindler, Calen Chris	38.95
		Account Total	79.64
602-49450-103	932	Moonen, Brian E	31.41
		Account Total	31.41
602-49490-101	914	Prokott, Amy J	228.36
		Account Total	228.36

For the payroll period ending: 11/06/2024

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
00-43110-101		Unallocated (Due to rounding)	\$0.01
Total For Period			\$7,307.40

Andrew D Hemphill	City Council/Town Board	Date
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Bryce L Butcher	City Council/Town Board	Date
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GERHART L. HANSON, JR	City Council/Town Board	Date
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Gregory A Koch	City Council/Town Board	Date
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TRACY ALLEN JONES	City Council/Town Board, Mayor	Date
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Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/09/2024	Payroll Period Ending 10/09/2024	61814	Regular Payroll - 9-25 to 10-8	N	Planning and Zoning	100-41910-103-	\$ 980.77
	Total For Check	61814					\$ 980.77
10/09/2024	Payroll Period Ending 10/09/2024	61815	Regular Payroll - 9-25 to 10-8	N	City Hall	100-41941-101-	\$ 290.75
		61815			Maintenance-Shop	100-43110-101-	\$ 679.53
		61815			Paved Streets	100-43121-101-	\$ 432.74
		61815			Park Areas	100-45202-101-	\$ 143.68
		61815			Cemetery	100-49010-101-	\$ 20.28
		61815			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 123.40
	Total For Check	61815					\$ 1,690.38
10/09/2024	Payroll Period Ending 10/09/2024	61816	Regular Payroll - 9-25 to 10-8	N	Clerk	100-41425-101-	\$ 1,630.42
	Total For Check	61816					\$ 1,630.42
10/09/2024	Payroll Period Ending 10/09/2024	61817	Regular Payroll - 9-25 to 10-8	N	City Hall	100-41941-103-	\$ 80.22
		61817			Maintenance-Shop	100-43110-101-	\$ 0.01
		61817			Paved Streets	100-43110-103-	\$ 303.27
		61817			Park Areas	100-43121-103-	\$ 128.06
		61817			Cemetery	100-45202-103-	\$ 175.91
		61817				100-49010-103-	\$ 16.18
	Total For Check	61817					\$ 703.65
10/09/2024	Payroll Period Ending 10/09/2024	61818	Regular Payroll - 9-25 to 10-8	N	Clerk	100-41425-101-	\$ 950.70
		61818			Sewer Utilities - Administration and General	602-49490-101-	\$ 52.15
	Total For Check	61818					\$ 1,002.85
10/09/2024	Payroll Period Ending 10/09/2024	61819	Regular Payroll - 9-25 to 10-8	N	City Hall	100-41941-101-	\$ 311.60
		61819			Maintenance-Shop	100-43110-101-	\$ 760.30
		61819			Paved Streets	100-43110-101-	\$ 0.01
		61819			Waste (Refuse) Disposal	100-43121-101-	\$ 311.60
		61819			Park Areas	100-43240-101-	\$ 59.20
		61819			Sewer Utilities - Sanitary Sewer Maintenance	100-45202-101-	\$ 77.90
		61819				602-49450-101-	\$ 37.39
	Total For Check	61819					\$ 1,558.00
10/09/2024	Payroll Period Ending 10/09/2024	61820	Foster 2024 Clothing Allowance	N	Maintenance-Shop	100-43110-101-	\$ 112.57

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check #</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
			330832		Maintenance-Shop	100-43110-101-	156.20
			330832			100-43110-103-	26.11
			330832			100-43110-122-	21.16
			330832			100-43110-122-	126.59
			330832			100-43110-135-	29.61
			330832			100-43110-135-	4.95
			330832			100-43110-171-	9.93
			330832		Paved Streets	100-43110-171-	102.59
			330832			100-43121-101-	76.56
			330832			100-43121-103-	11.03
			330832			100-43121-122-	8.94
			330832			100-43121-122-	62.05
			330832			100-43121-135-	14.51
			330832			100-43121-135-	2.09
			330832			100-43121-171-	4.20
			330832		Waste (Refuse) Disposal	100-43121-171-	58.96
			330832			100-43240-101-	5.82
			330832			100-43240-122-	4.72
			330832			100-43240-135-	1.10
			330832		Library	100-43240-171-	2.19
			330832			100-45187-103-	19.13
			330832			100-45187-122-	15.50
			330832			100-45187-135-	3.63
			330832		Park Areas	100-45187-171-	20.00
			330832			100-45202-101-	22.91
			330832			100-45202-103-	15.15
			330832			100-45202-122-	12.28
			330832			100-45202-122-	18.57
			330832			100-45202-135-	4.34
			330832			100-45202-135-	2.87
			330832			100-45202-171-	5.76
			330832		Cemetery	100-45202-171-	18.63
			330832			100-49010-101-	2.15
			330832			100-49010-103-	1.39
			330832			100-49010-122-	1.13
			330832			100-49010-122-	1.74
			330832			100-49010-135-	0.41
			330832			100-49010-135-	0.26
			330832			100-49010-171-	0.53
			330832		Sewer Utilities - Sanitary Sewer	100-49010-171-	2.22
			330832		Maintenance	602-49450-101-	16.77
			330832			602-49450-122-	13.59

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		330832				602-49450-135-	\$ 3.18
		330832				602-49450-171-	\$ 14.91
		330832			Sewer Utilities - Administration and General	602-49490-101-	\$ 5.40
		330832					\$ 2,465.28
10/16/2024	GREAT PLAINS FIRE	61823	Inv. 8525: 1 coat 1 pants Calen Spindler gear	N	Fire Fighting	225-42220-217-	\$ 3,169.00
		61823					\$ 3,169.00
10/16/2024	Minnesota Life Insurance Company	61824	November 2024 Life Ins - Billing Date 10-15-24 - Policy #0023198	N	Clerk	100-41425-101-	\$ 28.50
		61824			Maintenance-Shop	100-41425-133-	\$ 11.90
		61824				100-43110-133-	\$ 11.90
		61824					\$ 52.30
10/16/2024	S.E.H.	61825	Inv. 475327 - Roosevelt Drive Bridge Prelim Engineering	N	Bridges, Viaducts and Grade Separations	100-43130-303-	\$ 1,999.76
		61825					\$ 1,999.76
10/16/2024	CROW WING POWER	61826	Monthly - 10-7-24 Invoices	N	City Hall	100-41941-381-	\$ 355.03
		61826				100-41941-381-	\$ 36.49
		61826			Fire Stations and Buildings	100-42280-381-	\$ 116.18
		61826			Maintenance-Shop	100-43110-381-	\$ 115.26
		61826				100-43110-381-	\$ 55.72
		61826				100-43110-381-	\$ 31.10
		61826			Street Lighting	100-43160-381-	\$ 267.00
		61826			Park Areas	100-45202-381-	\$ 29.50
		61826				100-45202-381-	\$ 30.07
		61826			Cemetery	100-49010-381-	\$ 41.64
		61826			Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 37.52
		61826				602-49470-381-	\$ 37.40
		61826				602-49470-381-	\$ 60.30
		61826					\$ 1,213.21
10/16/2024	Tennant Sales & Service Company	61827	Inv. 920775749 S10 Electric Sweeper	N	Maintenance-Shop	100-43110-580-	\$ 13,778.80
		61827					\$ 13,778.80

Fund Name: All Funds
Date Range: 10/09/2024 To 10/31/2024
Date: 10/16/2024 **Vendor:** Wes Hanson Builders

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/16/2024	Wes Hanson Builders	61828	Billing stmt dated 9-30-24 pz/clerk door remodel	N	City Hall	100-41941-530-	\$ 4,000.00
		61828				406-41941-530-	\$ 2,639.32
		61828					\$ 6,639.32
10/18/2024	MINNESOTA REVENUE	330834	State Withholding - 10/9/24 Payroll	N	Council/Town Board	100-41110-172-	\$ 0.11
		330834			Clerk	100-41425-172-	\$ 119.36
		330834			Planning and Zoning	100-41910-172-	\$ 12.85
		330834			City Hall	100-41941-172-	\$ 33.98
		330834			Maintenance-Shop	100-43110-172-	\$ 81.75
		330834			Paved Streets	100-43121-172-	\$ 43.34
		330834			Waste (Refuse) Disposal	100-43240-172-	\$ 2.84
		330834			Park Areas	100-45202-172-	\$ 14.06
		330834			Cemetery	100-49010-172-	\$ 1.40
		330834			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 9.65
		330834			Sewer Utilities - Administration and General	602-49490-172-	\$ 2.00
		330834					\$ 321.34
10/23/2024	Payroll Period Ending 10/23/2024	61829	Regular Payroll - 10-9 to 10-22	N	Clerk	100-41425-103-	\$ 13.25
		61829					\$ 13.25
10/23/2024	Payroll Period Ending 10/23/2024	61830	Regular Payroll - 10-9 to 10-22	N	Clerk	100-41425-103-	\$ 43.75
		61830			Planning and Zoning	100-41910-103-	\$ 928.53
		61830					\$ 972.28
10/23/2024	Payroll Period Ending 10/23/2024	61831	Regular Payroll - 10-9 to 10-22	N	City Hall	100-41941-101-	\$ 244.17
		61831			Maintenance-Shop	100-43110-101-	\$ 610.43
		61831				100-43110-101-	\$ (0.01)
		61831			Paved Streets	100-43121-101-	\$ 406.95
		61831			Waste (Refuse) Disposal	100-43240-101-	\$ 102.55
		61831			Park Areas	100-45202-101-	\$ 61.86
		61831			Cemetery	100-49010-101-	\$ 39.07
		61831			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 162.78
		61831					\$ 1,627.80
10/23/2024	Payroll Period Ending 10/23/2024	61832	Regular Payroll - 10-9 to 10-22	N	Elections	100-41410-101-	\$ 86.26
		61832			Clerk	100-41425-101-	\$ 1,541.31
		61832					\$ 1,627.57

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
10/23/2024	Payroll Period Ending 10/23/2024	61833	Regular Payroll - 10-9 to 10-22	N	City Hall	100-41941-103-	\$ 63.86
		61833			Maintenance-Shop	100-43110-101-	\$ (0.01)
		61833			Paved Streets	100-43110-103-	\$ 238.93
		61833			Park Areas	100-43121-103-	\$ 287.00
		61833				100-45202-103-	\$ 127.72
		61833					\$ 717.50
10/23/2024	Payroll Period Ending 10/23/2024	61834	Regular Payroll - 10-9 to 10-22	N	Elections	100-41410-101-	\$ 58.07
		61834			Clerk	100-41425-101-	\$ 784.96
		61834			Sewer Utilities - Administration and General	602-49490-101-	\$ 124.86
		61834					\$ 967.89
10/23/2024	Payroll Period Ending 10/23/2024	61835	Regular Payroll - 10-9 to 10-22	N	City Hall	100-41941-101-	\$ 155.80
		61835			Maintenance-Shop	100-43110-101-	\$ 643.45
		61835			Paved Streets	100-43121-101-	\$ 428.45
		61835			Waste (Refuse) Disposal	100-43240-101-	\$ 77.90
		61835			Park Areas	100-45202-101-	\$ 116.85
		61835			Cemetery	100-49010-101-	\$ 18.70
		61835			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 116.85
		61835					\$ 1,558.00
10/23/2024	Payroll Period Ending 10/23/2024	61836	Foster 2024 Clothing Allowance	N	Maintenance-Shop	100-43110-101-	\$ 41.54
		61836					\$ 41.54
10/23/2024	AFLAC	61837	Monthly employee ins coverage Inv. #662951	N	Clerk	100-41425-101-	\$ 281.80
		61837			Maintenance-Shop	100-43110-101-	\$ 114.56
		61837					\$ 396.36
10/23/2024	EAST SIDE OIL COMPANIES, INC.	61838	Filters - Inv. R133911	N	Waste (Refuse) Collection	227-43230-384-	\$ 100.00
		61838					\$ 100.00
10/23/2024	PEOPLESERVICE, INC.	61839	Inv. PS-INV105774 - November 2024 Wastewater Op Services	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-407-	\$ 2,150.00
		61839					\$ 2,150.00
10/23/2024	GAMMELLO - PEARSON, PLLC	61840	102086,102088,102090,102093, 102094:Retnr,FirePers,NrthnLts, PlesnicarLndPrchs,AnnaDrTaxFo rf	N	Clerk	100-41425-304-	\$ 65.00

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
		61840				100-41425-304-	\$ 65.00
		61840			Planning and Zoning	100-41910-304-	\$ 39.00
		61840			Fire Administration	100-42210-304-	\$ 39.00
		61840			Paved Streets	100-43121-304-	\$ 39.00
		61840	Total For Check				\$ 247.00
10/23/2024	Dollar General - Regions 410526	61841	Statement 10/4/24 Transactions 1001333099, 1001337671 - City Hall Supplies	N	City Hall	100-41941-201-	\$ 33.35
		61841	Total For Check				\$ 33.35
10/23/2024	Minnesota Petroleum Service, Inc.	61842	Hall In Ground Oil Tank Tightness Test - Inv. 149616	N	City Hall	100-41941-310-	\$ 726.50
		61842	Total For Check				\$ 726.50
10/23/2024	Rasinski Total Door Service LLC	61843	Inv. 5290: Northern Outpost Door Handle Repairs/ Replacement	N	Police Stations and Buildings	406-42170-221-	\$ 715.30
		61843				406-42170-404-	\$ 136.06
		61843	Total For Check				\$ 851.36
10/23/2024	Up North Electric, Inc.	61844	Inv. 1498 - Shop - Electrical for new two post hoist	N	Maintenance-Shop	100-43110-580-	\$ 1,190.00
		61844	Total For Check				\$ 1,190.00
10/23/2024	Bobcat of Brainerd	61845	Invoices 94251,94892,94893:Bobcat,Tool cat Repair/Maint and Labor	N	City Hall	100-41941-221-	\$ 113.05
		61845				100-41941-404-	\$ 213.25
		61845			Road and Bridge Equipment	100-43126-221-	\$ 113.05
		61845				100-43126-221-	\$ 72.54
		61845				100-43126-404-	\$ 213.25
		61845			Waste (Refuse) Disposal	100-43240-221-	\$ 113.05
		61845				100-43240-404-	\$ 213.25
		61845			Park Areas	100-45202-221-	\$ 113.05
		61845				100-45202-221-	\$ 72.55
		61845				100-45202-221-	\$ 213.25
		61845			Cemetery	100-49010-221-	\$ 72.54
		61845				100-49010-221-	\$ 113.04
		61845				100-49010-404-	\$ 213.25
		61845			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-221-	\$ 113.04

Fund Name: City Funds

Date Range: 10/09/2024 To 10/31/2024

Date

Vendor

Check #

Description

Void Account Name

F-A-O-P

Total

61845

61845

Total For Check

\$

\$

\$ 2,247.96

Date	Vendor	Check #	Description	Void Account Name	F-A-O-P	Total
10/25/2024	FEDERAL WITHHOLDING/ON LINE	330833	Federal Withholding - 10/23/24	N Elections	100-41410-101-	15.12
			Payroll			
		330833			100-41410-122-	12.25
		330833			100-41410-135-	2.87
		330833			100-41410-171-	10.96
		330833		Clerk	100-41425-101-	243.84
		330833			100-41425-103-	6.80
		330833			100-41425-122-	5.51
		330833			100-41425-122-	197.62
		330833			100-41425-135-	46.22
		330833			100-41425-135-	1.29
		330833			100-41425-171-	21.13
		330833			100-41425-171-	184.31
		330833		Planning and Zoning	100-41910-103-	85.91
		330833			100-41910-122-	69.63
		330833			100-41910-135-	16.28
		330833			100-41910-171-	23.88
		330833			100-41941-101-	41.17
		330833			100-41941-103-	5.52
		330833			100-41941-122-	4.47
		330833			100-41941-122-	33.37
		330833			100-41941-135-	7.80
		330833			100-41941-135-	1.05
		330833			100-41941-171-	2.21
		330833			100-41941-171-	32.01
		330833		Maintenance-Shop	100-43110-101-	131.35
		330833			100-43110-103-	20.63
		330833			100-43110-122-	16.72
		330833			100-43110-122-	106.46
		330833			100-43110-135-	24.89
		330833			100-43110-135-	3.91
		330833			100-43110-171-	8.28
		330833			100-43110-171-	89.40
		330833		Paved Streets	100-43121-101-	85.22
		330833			100-43121-103-	24.79
		330833			100-43121-122-	20.09
		330833			100-43121-122-	69.07
		330833			100-43121-135-	16.15
		330833			100-43121-135-	4.70

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		330833				100-43121-171-	9.94
		330833				100-43121-171-	59.59
		330833			Waste (Refuse) Disposal	100-43240-101-	18.52
		330833				100-43240-122-	15.01
		330833				100-43240-135-	3.51
		330833			Park Areas	100-43240-171-	13.91
		330833				100-45202-101-	18.04
		330833				100-45202-103-	11.03
		330833				100-45202-122-	8.94
		330833				100-45202-122-	14.62
		330833				100-45202-135-	3.42
		330833				100-45202-135-	2.09
		330833				100-45202-171-	4.42
		330833				100-45202-171-	10.97
		330833			Cemetery	100-49010-101-	5.97
		330833				100-49010-122-	4.84
		330833				100-49010-135-	1.13
		330833			Sewer Utilities - Sanitary Sewer Maintenance	100-49010-171-	4.89
		330833				602-49450-101-	28.73
		330833				602-49450-122-	23.28
		330833				602-49450-135-	5.45
		330833				602-49450-171-	21.82
		330833			Sewer Utilities - Administration and General	602-49490-101-	12.92
		330833				602-49490-122-	10.47
		330833				602-49490-135-	2.45
		330833				602-49490-171-	5.65
		330833					2,014.49
10/25/2024	MINNESOTA REVENUE	330835	State Withholding - 10/23/24 Payroll	N	Elections	100-41410-172-	6.55
		330835			Clerk	100-41425-172-	108.08
		330835			Planning and Zoning	100-41910-172-	11.77
		330835			City Hall	100-41941-172-	23.25
		330835			Maintenance-Shop	100-43110-172-	70.91
		330835			Paved Streets	100-43121-172-	48.25
		330835			Waste (Refuse) Disposal	100-43240-172-	10.14
		330835			Park Areas	100-45202-172-	10.48
		330835			Cemetery	100-49010-172-	3.34
		330835			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	15.78
Total For Check							2,014.49

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

Date Vendor

Description

Check #

Void

Account Name

F-A-O-P

Total

\$ 4.64

\$ 313.19

\$ 256.19

\$ 295.61

\$ 77.12

\$ 88.99

\$ 56.63

\$ 65.34

\$ 2.60

\$ 3.00

\$ 135.24

\$ 156.04

\$ 70.48

\$ 81.32

\$ 5.37

\$ 6.20

\$ 21.08

\$ 24.33

\$ 1.98

\$ 2.28

\$ 15.43

\$ 17.80

\$ 5.29

\$ 6.10

\$ 1,394.42

\$ 14.37

\$ 16.58

\$ 230.95

\$ 3.44

\$ 3.97

\$ 266.48

\$ 73.00

\$ 84.23

\$ 37.97

\$ 43.81

602-49490-172-

100-41425-101-

100-41425-121-

100-41910-103-

100-41910-121-

100-41941-101-

100-41941-121-

100-42501-103-

100-42501-121-

100-43110-101-

100-43110-121-

100-43121-101-

100-43121-121-

100-43240-101-

100-43240-121-

100-45202-101-

100-45202-121-

100-49010-101-

100-49010-121-

602-49450-101-

602-49450-121-

602-49490-101-

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100-41410-101-

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100-41910-103-

100-41910-121-

100-41941-101-

100-41941-121-

Sewer Utilities - Administration and General

Clerk

Planning and Zoning

City Hall

Civil Defense Expenditures

Maintenance-Shop

Paved Streets

Waste (Refuse) Disposal

Park Areas

Cemetery

Sewer Utilities - Sanitary Sewer Maintenance

Sewer Utilities - Administration and General

Elections

Clerk

Planning and Zoning

City Hall

Total For Check 330835

10/25/2024 PERA 330836 Retirement contributions - 10/9/24 Payroll

330836

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10/28/2024 PERA

Retirement contributions - 10/23/24 Payroll

330837

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330837

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		330837			Maintenance-Shop	100-43110-101-	\$ 117.96
		330837				100-43110-121-	\$ 136.10
		330837			Paved Streets	100-43121-101-	\$ 78.60
		330837				100-43121-121-	\$ 90.69
		330837			Waste (Refuse) Disposal	100-43240-101-	\$ 17.08
		330837				100-43240-121-	\$ 19.71
		330837			Park Areas	100-45202-101-	\$ 16.64
		330837				100-45202-121-	\$ 19.20
		330837			Cemetery	100-49010-101-	\$ 5.51
		330837				100-49010-121-	\$ 6.36
		330837			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 26.49
		330837					
		330837			Sewer Utilities - Administration and General	602-49450-121-	\$ 14.68
		330837					\$ 1,367.11
10/30/2024	Canon Financial Services, Inc.	61846	COPIER LEASE- 10/21/24 Inv. #35927545	N	Clerk	100-41425-413-	\$ 148.93
		61846					\$ 148.93
10/30/2024	Ehlers Investment Partners, LLC	61847	August and September 2024 Investment Account Management Fee	N	Purchase of Investments	100-49350-307-	\$ 169.59
		61847					\$ 169.59
10/30/2024	Vestis	61848	Inv.2530332873,2530332874:City Hall and Fire Hall Rugs and Towels	N	City Hall	100-41941-418-	\$ 162.33
		61848			Fire Stations and Buildings	100-42280-418-	\$ 50.58
		61848					\$ 212.91
10/30/2024	LAKERS LIONS	61849	City Hall Swags for Entry	N	City Hall	100-41941-201-	\$ 34.00
		61849					\$ 34.00
10/30/2024	Verizon	61850	Shop - Inv. #9976229121	N	Maintenance-Shop	100-43110-321-	\$ 104.32
		61850					\$ 104.32
10/30/2024	Security & Fire Partners, Inc.	61851	Inv.26968:installed 2 multiclass readers and keypads for Northern Outpost/Hall alarms	N	Police Stations and Buildings	406-42170-240-	\$ 1,179.12

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
10/30/2024	I.U.O.E. LOCAL 49 FRINGE BENEFIT FU	61851	Health Insurance December 2024	N	Clerk	100-41425-101-	\$ 1,179.12
		61852				100-41425-131-	\$ 2,337.50
		61852			Maintenance-Shop	100-43110-101-	\$ 612.50
		61852				100-43110-131-	\$ 2,337.50
		61852					\$ 5,900.00
10/30/2024	Colonial Life	61853	Employee paid insurance - Inv # 47086731005115	N	Clerk	100-41425-101-	\$ 56.92
		61853					\$ 56.92
10/30/2024	AUTO VALUE	61854	10/25/24 Statement:shop small tools	N	Maintenance-Shop	100-43110-240-	\$ 114.77
		61854					\$ 114.77
10/30/2024	Wex Bank	61855	Inv. 100237958 - Fuel - Road Equip and Fire	N	Fire Fighting	100-42220-212-	\$ 32.10
		61855			Road and Bridge Equipment	100-43126-212-	\$ 610.00
		61855					\$ 642.10
10/31/2024	Pershing	330838	Muni Bonds/CDs/Treasury Bills Loss	N	Unrealized Investment Loss	100-49301-800-	\$ 70.21
		330838				226-49301-800-	\$ 24.42
		330838				404-49301-800-	\$ 42.74
		330838				407-49301-800-	\$ 21.37
		330838				409-49301-800-	\$ 15.26
		330838				415-49301-800-	\$ 30.53
		330838				416-49301-800-	\$ 21.37
		330838				602-49301-800-	\$ 6.11
		330838					\$ 232.01
10/31/2024	Money Market/Bonds	IAD3085	Deposit into Money Market/Bonds	N	Purchase of Investments	100-49350-800-	\$ 116.99
		IAD3085					\$ 116.99
10/31/2024	Money Market/Bonds	IAD3086	Deposit into Money Market/Bonds	N	Purchase of Investments	226-49350-800-	\$ 40.69
		IAD3086					\$ 40.69
10/31/2024	Money Market/Bonds	IAD3087	Deposit into Money Market/Bonds	N	Purchase of Investments	404-49350-800-	\$ 71.21

Fund Name: All Funds

Date Range: 10/09/2024 To 10/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Total For Check</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/31/2024	Money Market/Bonds		IAD3087	Deposit Into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 35.61
		Total For Check	IAD3088					\$ 35.61
10/31/2024	Money Market/Bonds		IAD3089	Deposit Into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 25.43
		Total For Check	IAD3089					\$ 25.43
10/31/2024	Money Market/Bonds		IAD3090	Deposit Into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 50.86
		Total For Check	IAD3090					\$ 50.86
10/31/2024	Money Market/Bonds		IAD3091	Deposit Into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 35.61
		Total For Check	IAD3091					\$ 35.61
10/31/2024	Money Market/Bonds		IAD3092	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 10.17
		Total For Check	IAD3092					\$ 10.17
		Total For Selected Checks						\$ 79,223.04

10/31/2024

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Current Ad Valorem Taxes	1,147,341.40	721,009.84	(426,331.56)
Delinquent Ad Valorem Taxes	11,666.66	12,864.93	1,198.27
Mobile Home Tax	20.83	0.00	(20.83)
Fiscal Disparities	1,208.33	5,499.91	4,291.58
Total Acct 310	1,160,237.22	739,374.68	(420,862.54)
Franchise Taxes	0.00	844.11	844.11
Severed Mineral Tax	190.00	231.11	41.11
Total Acct 318	190.00	1,075.22	885.22
Penalties and Interest on Ad valorem Taxes	1,666.67	310.23	(1,356.44)
Forfeited Tax Sale Apportionments	4,500.00	3,325.70	(1,174.30)
Principal on Special Assessments	416.67	0.00	(416.67)
Penalties and Interest on Special Assessments	4.17	0.00	(4.17)
Total Acct 319	6,587.51	3,635.93	(2,951.58)
Licenses & Permits	83.33	0.00	(83.33)
Alcoholic Beverages	4,975.00	3,475.00	(1,500.00)
Rental Dwelling License	3,083.33	2,500.00	(583.33)
Right-of-Way Management	0.00	0.00	0.00
Total Acct 321	8,141.66	5,975.00	(2,166.66)
Building Permits (Excludes surcharge)	21,666.66	20,525.00	(1,141.66)
Animal Licenses	16.67	5.00	(11.67)
Total Acct 322	21,683.33	20,530.00	(1,153.33)
Federal Payments in Lieu of Taxes	3.33	0.00	(3.33)
Total Acct 331	3.33	0.00	(3.33)
Homestead and Agricultural Credit Aid (HACA)	27,249.99	0.00	(27,249.99)
Police Training Reimbursement	0.00	0.00	0.00
State Emergency Management Aid	18,333.33	21,114.82	2,781.49
Agricultural Market Value Credit	479.17	422.93	(56.24)
Fire Training Reimbursement	2,083.33	2,400.00	316.67
PNP Election Reimbursement	0.00	1,023.83	1,023.83
State Fire Aid	12,999.99	0.00	(12,999.99)
Supp. Fire State Aid	2,333.33	2,000.00	(333.33)
State Police Aid	0.00	4,203.94	4,203.94
Total Acct 334	63,479.14	31,165.52	(32,313.62)
Other County Grants and Aids	0.00	1,229.31	1,229.31
Grants & Aids from Other LGUs	31,249.99	50,473.98	19,223.99
Total Acct 336	31,249.99	51,703.29	20,453.30
City/Town Hall Rent	604.17	1,415.00	810.83
Zoning and Subdivision Fees	2,916.67	1,500.00	(1,416.67)
Assessment Searches	1,000.00	875.00	(125.00)
Candidate Filing Fee	11.67	12.00	0.33
Copies/Faxes	50.00	41.75	(8.25)
Total Acct 341	4,582.51	3,843.75	(738.76)
Special Police Services	0.00	0.00	0.00
Special Fire Protection Services	44,251.65	44,720.53	468.88
First Responder Charges	4,833.33	4,599.45	(233.88)
Total Acct 342	49,084.98	49,319.98	235.00
Street, Sidewalk and Curb Repair Fees	0.00	478.18	478.18
Sale of Culverts	833.33	620.80	(212.53)
Road Vacation/Cartway Fees	0.00	4,108.00	4,108.00
Contractor Water Use	83.33	0.00	(83.33)
Sale of Lockers	0.00	150.00	150.00
Total Acct 343	916.66	5,356.98	4,440.32
Refuse Collection Charges	0.00	0.00	0.00

10/31/2024

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Acct 344	0.00	0.00	0.00
Cemetery Revenues	416.67	500.00	83.33
Cemetery -Grave openings	3,750.00	3,550.00	(200.00)
Cemetery -Sale of lots	9,666.66	1,275.00	(8,391.66)
Misc. Rents	8.33	1.00	(7.33)
Verizon Rental	11,000.00	11,000.00	0.00
Total Acct 349	24,841.66	16,326.00	(8,515.66)
Court Fines	541.67	513.42	(28.25)
Administrative Fines (Penalties)	1,250.00	687.50	(562.50)
Total Acct 351	1,791.67	1,200.92	(590.75)
Interest Earning	4,833.33	6,247.59	1,414.26
Contributions and Donations from Private Sources	0.00	0.00	0.00
Refunds	12,083.33	8,721.84	(3,361.49)
Total Acct 362	16,916.66	14,969.43	(1,947.23)
Total Revenues	1,389,706.32	944,476.70	(445,229.62)
Other Financing Sources:			
Unrealized Investment Gain	1,083.33	992.94	(90.39)
Total Acct 391	1,083.33	992.94	(90.39)
Capital Contributions	0.00	0.00	0.00
Total Acct 397	0.00	0.00	0.00
Sale of Investment	16,666.66	1,250.14	(15,416.52)
Total Acct 399	16,666.66	1,250.14	(15,416.52)
Total Other Financing Sources	17,749.99	2,243.08	(15,506.91)

10/31/2024

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Disbursements:			
Council/Town Board	18,345.82	15,447.73	2,898.09
Ordinances and Proceedings	5,374.99	2,821.21	2,553.78
Total Acct 411	23,720.81	18,268.94	5,451.87
Mayor	7,129.16	5,759.29	1,369.87
Total Acct 413	7,129.16	5,759.29	1,369.87
Elections	7,876.67	4,915.43	2,961.24
Clerk	169,195.75	155,089.49	14,106.26
Total Acct 414	177,072.42	160,004.92	17,067.50
Internal Auditing	11,537.49	13,852.12	(2,314.63)
Total Acct 415	11,537.49	13,852.12	(2,314.63)
Planning and Zoning	54,724.99	45,169.11	9,555.88
General Government Buildings and Plant	2,141.67	2,338.00	(196.33)
City Hall	76,033.29	61,575.60	14,457.69
Total Acct 419	132,899.95	109,082.71	23,817.24
Police Administration	8,458.33	9,275.00	(816.67)
Patrol	1,666.67	1,056.05	610.62
Police Training	0.00	0.00	0.00
Total Acct 421	10,125.00	10,331.05	(206.05)
Fire Administration	74,400.84	65,838.46	8,562.38
Fire Fighting	108,519.93	105,620.36	2,899.57
Fire Training	11,114.99	5,402.32	5,712.67
Fire Stations and Buildings	17,058.33	14,403.83	2,654.50
Total Acct 422	211,094.09	191,264.97	19,829.12
Building Inspections Administration	2,083.34	1,950.00	133.34
Rental Inspections	1,833.33	2,700.00	(866.67)
Total Acct 424	3,916.67	4,650.00	(733.33)
Civil Defense Expenditures	957.50	445.60	511.90
Total Acct 425	957.50	445.60	511.90
Traffic Engineering Expenditures	16,000.00	1,508.79	14,491.21
Total Acct 426	16,000.00	1,508.79	14,491.21
Other Protection-1st Response	28,895.84	4,866.32	24,029.52
Total Acct 428	28,895.84	4,866.32	24,029.52
Maintenance-Shop	106,979.15	122,234.89	(15,255.74)
Paved Streets	135,320.69	48,914.83	86,405.86
Unpaved Streets	13,541.66	19,791.85	(6,250.19)
Ice and Snow Removal	4,166.67	0.00	4,166.67
Road and Bridge Equipment	186,161.68	158,854.07	27,307.61
Bridges, Viaducts and Grade Separations	79,416.64	9,498.86	69,917.78
Street Lighting	3,083.33	2,878.00	205.33
Total Acct 431	528,669.82	362,172.50	166,497.32
Waste (Refuse) Disposal	11,270.84	8,478.23	2,792.61
Total Acct 432	11,270.84	8,478.23	2,792.61
Historical Society	83.33	100.00	(16.67)
Total Acct 450	83.33	100.00	(16.67)
Library	5,033.34	3,149.01	1,884.33
Total Acct 451	5,033.34	3,149.01	1,884.33
Park Areas	22,208.36	18,003.17	4,205.19
Total Acct 452	22,208.36	18,003.17	4,205.19
Water Resources	833.33	1,000.00	(166.67)
Emily Waters	14,554.16	17,214.00	(2,659.84)

10/31/2024

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Disbursements:			
Total Acct 461	<u>15,387.49</u>	<u>18,214.00</u>	<u>(2,826.51)</u>
Economic Development and Assistance	1,061.68	450.00	611.68
Total Acct 465	<u>1,061.68</u>	<u>450.00</u>	<u>611.68</u>
Food Shelf	208.33	250.00	(41.67)
Cemetery	16,583.32	12,749.54	3,833.78
Total Acct 490	<u>16,791.65</u>	<u>12,999.54</u>	<u>3,792.11</u>
Total Disbursements	<u><u>1,223,855.44</u></u>	<u><u>943,601.16</u></u>	<u><u>280,254.28</u></u>
Other Financing Uses:			
Unrealized Investment Loss	5,000.00	1,250.14	3,749.86
Purchase of Investments	42,499.98	7,195.81	35,304.17
Total Acct 493	<u>47,499.98</u>	<u>8,445.95</u>	<u>39,054.03</u>
Total Other Financing Uses	<u><u>47,499.98</u></u>	<u><u>8,445.95</u></u>	<u><u>39,054.03</u></u>
Beginning Cash Balance		677,672.47	
Total Receipts and Other Financing Sources		946,719.78	
Total Disbursements and Other Financing Uses		<u>952,047.11</u>	
Cash Balance as of 10/31/2024		<u>672,345.14</u>	

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 10/01/2024 To 10/31/2024

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
10/16/2024	UTILITY BILLING	13632	Sewer Charges	(10/17/2024) -	N Rate Class I	602-37210-	\$ 2,180.73
					Penalties and Forfeited Discounts	602-37260-	\$ 17.62
							\$ 2,198.35
10/16/2024	UTILITY BILLING	13633	Sewer Charges	(10/17/2024) -	N Rate Class I	602-37210-	\$ 1,907.67
							\$ 1,907.67
10/16/2024	UTILITY BILLING	13634	Sewer Charges	(10/17/2024) -	N Rate Class I	602-37210-	\$ 1,995.71
							\$ 1,995.71
10/24/2024	UTILITY BILLING	13641	Sewer Charges	(10/25/2024) -	N Rate Class I	602-37210-	\$ 2,063.26
							\$ 2,063.26
10/24/2024	UTILITY BILLING	13642	Sewer Charges	(10/25/2024) -	N Rate Class I	602-37210-	\$ 2,114.64
							\$ 2,114.64
10/28/2024	UTILITY BILLING	13649	Sewer Charges	(10/28/2024) -	N Rate Class I	602-37210-	\$ 2,394.64
					Penalties and Forfeited Discounts	602-37260-	\$ 4.94
							\$ 2,399.58
10/28/2024	UTILITY BILLING	13650*	Sewer Charges - ACH	(10/09/2024) -	N Rate Class I	602-37210-	\$ 424.70
							\$ 424.70
10/28/2024	UTILITY BILLING	13653*	Sewer Charges - ACH	(10/10/2024) -	N Rate Class I	602-37210-	\$ 176.22
							\$ 176.22
10/28/2024	UTILITY BILLING	13655*	Sewer Charges - ACH	(10/11/2024) -	N Rate Class I	602-37210-	\$ 176.22
							\$ 176.22
10/28/2024	UTILITY BILLING	13656*	Sewer Charges - ACH	(10/18/2024) -	N Rate Class I	602-37210-	\$ 352.44
							\$ 352.44
10/28/2024	UTILITY BILLING	13657*	Sewer Charges - ACH	(10/21/2024) -	N Rate Class I	602-37210-	\$ 176.22
							\$ 176.22

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 10/01/2024 To 10/31/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
10/28/2024	UTILITY BILLING	13658*	Sewer Charges - ACH	(10/22/2024) -	N	Rate Class I	602-37210-	\$ 176.22
								\$ 176.22
10/28/2024	UTILITY BILLING	13659*	Sewer Charges - ACH	(10/23/2024) -	N	Rate Class I	602-37210-	\$ 352.44
								\$ 352.44
10/29/2024	UTILITY BILLING	13660	Sewer Charges	(10/29/2024) -	N	Rate Class I	602-37210-	\$ 1,644.05
								\$ 1,644.05
10/30/2024	UTILITY BILLING	13663	Sewer Charges	(10/30/2024) -	N	Rate Class I	602-37210-	\$ 176.22
								\$ 176.22
10/30/2024	UTILITY BILLING	13664*	Sewer Charges - ACH	(10/30/2024) -	N	Rate Class I	602-37210-	\$ 176.22
								\$ 176.22
10/30/2024	UTILITY BILLING	13665*	Sewer Charges - ACH	(10/31/2024) -	N	Rate Class I	602-37210-	\$ 176.22
								\$ 176.22
10/31/2024	UTILITY BILLING	13668	Sewer Charges	(10/31/2024) -	N	Rate Class I	602-37210-	\$ 176.22
								\$ 176.22
10/31/2024	PINE RIVER STATE BANK	13672	Int CR Checking	(10/31/2024) -	N	Interest Earning	602-36210-	\$ 11.34
								\$ 11.34
10/31/2024	Pershing	13674	Int CR MMMF and Muni Bonds	(10/31/2024) -	N	Interest Earning	602-36210-	\$ 10.17
								\$ 10.17
10/31/2024	Money Market/Bonds	IAW10871	Deposit from Money Market/Bonds	(10/31/2024)-	N	Sale of Investment	602-39990-	\$ 6.11
								\$ 6.11
Total for Selected Receipts								\$ 16,890.22

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 10/09/2024 To 10/31/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
10/09/2024	Payroll Period Ending 10/09/2024	61815	Regular Payroll - 9-25 to 10-8	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 123.40
	Total For Check	61815					\$ 123.40
10/09/2024	Payroll Period Ending 10/09/2024	61818	Regular Payroll - 9-25 to 10-8	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 52.15
	Total For Check	61818					\$ 52.15
10/09/2024	Payroll Period Ending 10/09/2024	61819	Regular Payroll - 9-25 to 10-8	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 37.39
	Total For Check	61819					\$ 37.39
10/11/2024	FEDERAL WITHHOLDING/ON LINE	330832	Federal Withholding - 10/9/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 16.77
		330832				602-49450-122-	\$ 13.59
		330832				602-49450-135-	\$ 3.18
		330832				602-49450-171-	\$ 14.91
		330832				602-49490-101-	\$ 5.40
		330832				602-49490-122-	\$ 4.38
		330832				602-49490-135-	\$ 1.02
		330832				602-49490-171-	\$ 2.51
	Total For Check	330832					\$ 61.76
10/16/2024	CROW WING POWER	61826	Monthly - 10-7-24 Invoices	N	Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 37.52
		61826				602-49470-381-	\$ 37.40
		61826				602-49470-381-	\$ 60.30
	Total For Check	61826					\$ 135.22
10/18/2024	MINNESOTA REVENUE	330834	State Withholding - 10/9/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 9.65
		330834				602-49490-172-	\$ 2.00
	Total For Check	330834					\$ 11.65
10/23/2024	Payroll Period Ending 10/23/2024	61831	Regular Payroll - 10-9 to 10-22	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 162.78
	Total For Check	61831					\$ 162.78

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 10/09/2024 To 10/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/23/2024	Payroll Period Ending 10/23/2024	61834	Regular Payroll - 10-9 to 10-22	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 124.86
Total For Check 61834							\$ 124.86
10/23/2024	Payroll Period Ending 10/23/2024	61835	Regular Payroll - 10-9 to 10-22	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 116.85
Total For Check 61835							\$ 116.85
10/23/2024	PEOPLESERVICE, INC.	61839	Inv. PS-INV105774 - November 2024 Wastewater Op Services	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-407-	\$ 2,150.00
Total For Check 61839							\$ 2,150.00
10/23/2024	Bobcat of Brainerd	61845	Invoices 94251,94892,94893:Bobcat, Tool cat Repair/Maint and Labor	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-221-	\$ 113.04
		61845				602-49450-221-	\$ 72.55
		61845				602-49450-404-	\$ 213.25
Total For Check 61845							\$ 398.84
10/25/2024	FEDERAL WITHHOLDING/ON LINE	330833	Federal Withholding - 10/23/24	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 28.73
		330833				602-49450-122-	\$ 23.28
		330833				602-49450-135-	\$ 5.45
		330833				602-49450-171-	\$ 21.82
		330833				602-49490-101-	\$ 12.92
Total For Check 330833							\$ 110.77
10/25/2024	MINNESOTA REVENUE	330835	State Withholding - 10/23/24	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 15.78
		330835	Payroll			602-49490-172-	\$ 4.64
Total For Check 330835							\$ 20.42
10/25/2024	PERA	330836	Retirement contributions - 10/9/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 15.43
		330836				602-49450-121-	\$ 17.80
		330836				602-49490-101-	\$ 5.29

Fund Name: 02 - Sewage Collection and Disposal

Date Range: 10/09/2024 To 10/31/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		330836				602-49490-121-	\$ 6.10
		330836					\$ 44.62
10/28/2024	PERA	330837	Retirement contributions - 10/23/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 26.49
		330837				602-49450-121-	\$ 30.57
		330837			Sewer Utilities - Administration and General	602-49490-101-	\$ 12.72
		330837				602-49490-121-	\$ 14.68
		330837					\$ 84.46
10/31/2024	Pershing	330838	Muni Bonds/CDs/Treasury Bills Loss	N	Unrealized Investment Loss	602-49301-800-	\$ 6.11
		330838					\$ 6.11
10/31/2024	Money Market/Bonds	IAD3092	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 10.17
		IAD3092					\$ 10.17
		Total For Selected Checks					\$ 3,651.45

10/31/2024

Sewage Collection and Disposal

	<u>Budget</u>	<u>Actual</u>	<u>Varian</u>
Receipts:			
Current Ad Valorem Taxes	72,010.39	50,591.32	(21,419.07)
Delinquent Ad Valorem Taxes	666.67	719.05	52.38
Mobile Home Tax	1.67	0.00	(1.67)
Fiscal Disparities	66.67	366.53	299.86
Total Acct 310	72,745.40	51,676.90	(21,068.50)
Severed Mineral Tax	10.00	16.45	6.45
Total Acct 318	10.00	16.45	6.45
Principal on Special Assessments	3,125.00	2,124.50	(1,000.50)
Penalties and Interest on Special Assessments	187.50	0.00	(187.50)
Total Acct 319	3,312.50	2,124.50	(1,188.00)
Licenses & Permits	104.17	125.00	20.83
Public Utilities	104.17	0.00	(104.17)
Total Acct 321	208.34	125.00	(83.34)
Homestead and Agricultural Credit Aid (HACA)	1,875.00	0.00	(1,875.00)
Total Acct 334	1,875.00	0.00	(1,875.00)
Interest Earning	475.00	546.36	71.36
Total Acct 362	475.00	546.36	71.36
Rate Class I	67,499.97	73,459.29	5,959.32
Connection/Reconnection Fees	1,666.67	50.00	(1,616.67)
Penalties and Forfeited Discounts	833.33	997.07	163.74
Hauled Wastewater Fees	375.00	250.00	(125.00)
Total Acct 372	70,374.97	74,756.36	4,381.39
Total Revenues	149,001.21	129,245.57	(19,755)
Other Financing Sources:			
Unrealized Investment Gain	104.17	86.35	(17.82)
Total Acct 391	104.17	86.35	(17.82)
Sale of Investment	125.00	108.71	(16.29)
Total Acct 399	125.00	108.71	(16.29)
Total Other Financing Sources	229.17	195.06	(34.11)
Disbursements:			
Bond Principal	49,999.98	60,000.00	(10,000.02)
Total Acct 471	49,999.98	60,000.00	(10,000.02)
Interest - Bonds	21,281.24	25,537.50	(4,256.26)
Total Acct 472	21,281.24	25,537.50	(4,256.26)
Fiscal Agent's Fees	395.83	575.00	(179.17)
Total Acct 475	395.83	575.00	(179.17)
Sewer Utilities - Sanitary Sewer Maintenance	44,357.48	31,681.89	12,675.59
Sewer Utilities - Sanitary Sewer Cleaning	0.00	0.00	0.00
Sewer Utilities - Sewer Lift Stations	24,458.32	18,757.12	5,701.20
Sewer Utilities - Administration and General	8,020.83	7,859.12	161.71
Total Acct 494	76,836.63	58,298.13	18,538.50
Total Disbursements	148,513.68	144,410.63	4,103.05

10/31/2024

Sewage Collection and Disposal

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Other Financing Uses:			
Unrealized Investment Loss	133.33	108.71	24.62
Purchase of Investments	583.33	553.62	29.71
Total Acct 493	<u>716.66</u>	<u>662.33</u>	<u>54.33</u>
Total Other Financing Uses	<u>716.66</u>	<u>662.33</u>	<u>54.33</u>
Beginning Cash Balance		102,531.58	
Total Receipts and Other Financing Sources		129,440.63	
Total Disbursements and Other Financing Uses		<u>145,072.96</u>	
Cash Balance as of 10/31/2024		86,899.25	

REPORT FOR EMILY CITY COUNCIL MEETING
NOVEMBER 12TH, 2024

EMILY VOLUNTEER FIRE DEPARTMENT

- We had 14 members at our last meeting
- 1 fire calls since the last meeting
- Checked all equipment / SCBA,s
- We had a big turn out at Trunk or Treat . Many people from different towns.

Respectfully submitted,



Chad Genz
Chief - Emily Fire Dept.



Monthly Report

11/09/2024

	October	Cary	Krista	Mark	LeAnn	Nick	Connie	Terri	Fawn	Cindy	Kaitlin	Tabby
Calls	11	7	3	3	5	3	2	0	5	7	0	1
Meeting	2	7	2	1	1	1	2	0	2	2	0	2
Trainings	1	1	1	0	1	0	1	0	1	1	0	1
Quarterly	0	0	0	0	0	0	0	0	0	0	0	0
Year call Total	111	60	42	21	37	33	28	17	53	66	5	4

Our meeting was held on November 4th. With all but 2 in attendance. In the month of October we had 11 calls, and did training on cardiology and strokes and how to control different kinds of bleeds. There is a quarterly ed put on by CRMC on November 21st that some of us will be attending. We went through supplies and equipment; made a list of things we needed and got them ordered. We Familiarized ourselves with the rig and first in bag.

Emily First Response Chief

Cary LeBlanc

Cost of Development of Northern Outpost

Date	Fund	Contractor	Purpose	Amount	Total Remaining
4/17/2024	406	Security & Fire Partners	40% Down Payment for Security System	\$2,821.10	\$2,821.10
5/1/2024	228	Fox Glen Painting	Painting of PD and conference room	\$1,625.00	\$4,446.10
6/5/2024	406	Security & Fire Partners	Hall Access/Security System/Fire Alarm Communicator	\$7,424.41	\$11,870.51
7/9/2024	228	Connect Interiors	Carpet, wall base, install for PD and conference room	\$4,135.00	\$16,005.51
7/9/2024	228	Elan Financial Services	PD TV	\$266.28	\$16,271.79
7/24/2024	406	Rasinski Total Door Service	Front Hall Doors Repair	\$968.85	\$17,240.64
8/7/2024	206	The Office Shop	PD Furniture	\$3,145.68	\$20,386.32
8/7/2024	228	The Office Shop	PD Furniture	\$3,973.72	\$24,360.04
8/21/2024	406	Up North Electric	Electrical-Security System portion	\$225.00	\$24,585.04
9/18/2024	206	Crow Wing County	PD Computer, Monitor, Stand, and Firewall	\$2,750.23	\$27,335.27
10/8/2024	206	The Office Shop	PD Furniture	\$2,926.42	\$30,261.69
10/8/2025	228	The Office Shop	PD Furniture	\$4.58	\$32,296.75
10/23/2024	406	Rasinski Total Door Service	Northern Outpost Door Handle Repairs	\$851.36	\$31,113.05
10/30/2024	406	Security & Fire Partners	Multi class readers/keypadsX2 - Northern Outpost	\$1,179.12	\$32,292.17
10/8/2024	100	Tremolo	Internet connection and service (\$80/month)	\$186.00	\$32,478.17



Date: October 18, 2024

To: City of Emily

From: Leland Bundy, Operator

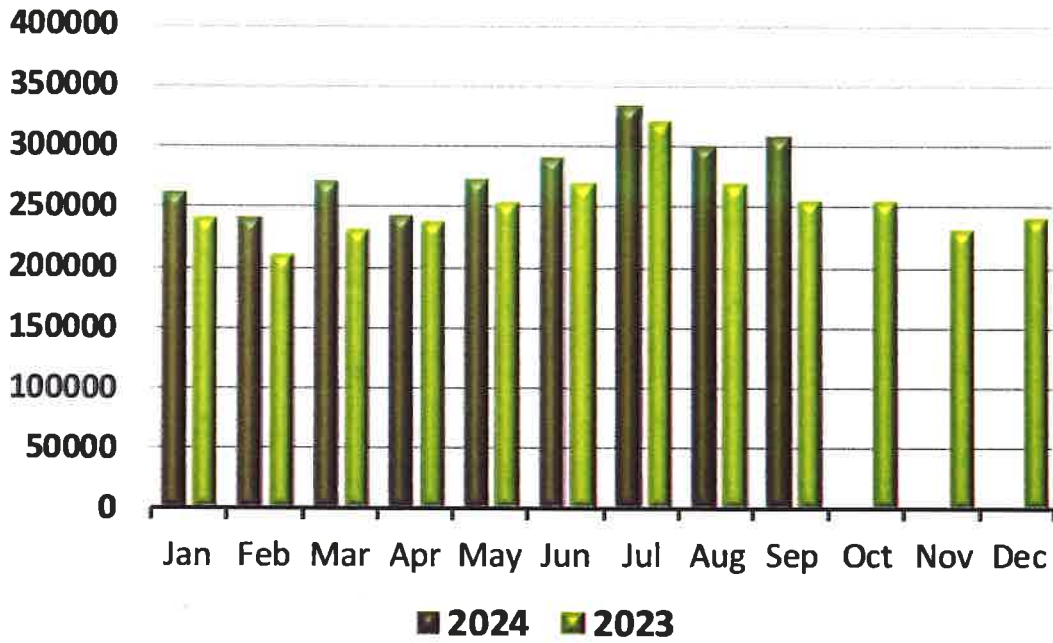
O & M Report: September 2024

Wastewater Operation & Maintenance

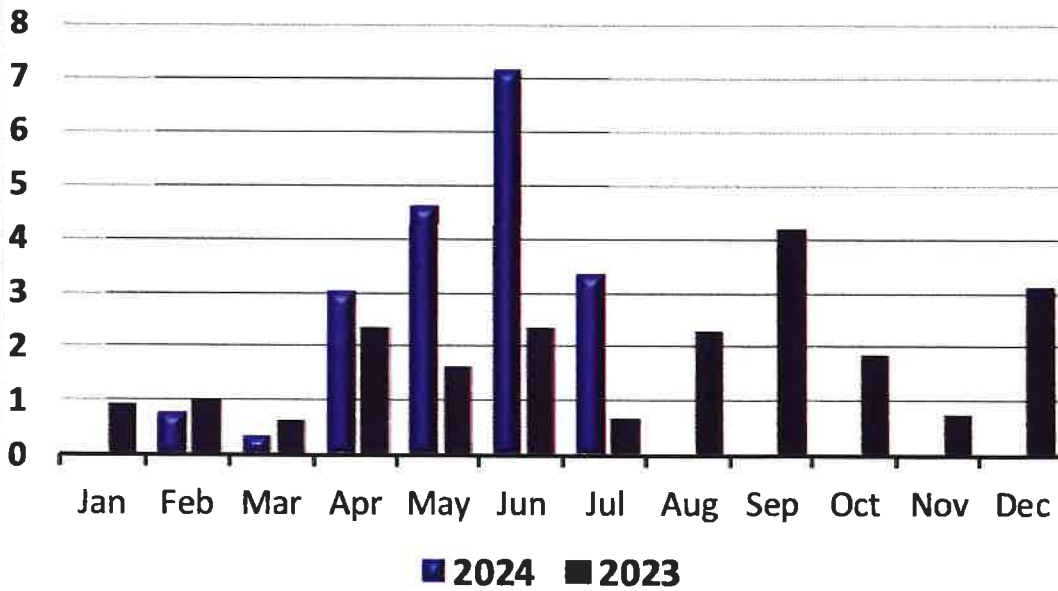
- Lift Station maintenance checks were performed weekly on-site, and daily via the internet. Daily flow numbers are recorded and used for MPCA monthly operations report.
- Lift station ETMs are recorded on-site weekly, to verify pump efficiency.
- No pond discharges this month. Primary ponds have 40 " of water in them, and the secondary pond has 36" inches of water in them. This is plenty of space for the winter and spring months.
- All reports to the MPCA been submitted on time. The facility is operating as designed or better.
- The RIB distribution lines have been repaired and the top dressing of the RIBS will be completed in October.
- Quarterly well sampling has been completed this month.

		September-24	August-24	September-23
Wastewater				
CBOD				
CBOD Influent	mg/L	0	0	440
CBOD Effluent	mg/L	0	0	0
TSS				
TSS Influent	mg/L	0	0	272
TSS Effluent	mg/L	0	11	0
pH				
pH Influent Maximum	SU	0	0	7
pH Effluent Maximum	SU	0	7	0
pH Effluent Minimum	SU	0	0	0
Nitrogen Ammonia				
Nitrite Plus Nitrate, Total Effluent	mg/L	0.00	<0.200	0.00
Nitrogen, Ammonia, Total Effluent	mg/L	0	1	0
Nitrogen, Kjeldahl, Total Effluent	mg/L	0.00	3.49	0.00
Chloride				
Chloride, Total Effluent	mg/L	0	183	0
Influent Flow				
Influent Flow Monthly Average	gallons	10,311	9,692	8,526
Influent Flow Monthly Maximum	gallons	12,686	13,199	11,130
Influent Flow Monthly Total	gallons	309,336	300,477	255,800
Precipitation Monthly Total	invches	0	0	4
Effluent Flow				
Effluent Flow Average Total	gallons	0	90,878	0
Effluent Flow Monthly Total	gallons	0	1,272,201	0
Effluent Flow Year to Date Total	gallons	1,999,180	1,999,180	0

Total Influent Flow to Pond - In Gallons



Total Monthly Precipitation - In Inches



SERVICE INFORMATION

Service ID: 468282
Service Type: Submit DMR
Created On: 10/10/2024

Minnesota Pollution Control Agency

Discharge Monitoring Report Form

Agency Interest
83904 - Emily WWTP

Permit Number
MN0067628

Monitoring Period
09/01/2024 - 09/30/2024

Station Information: MONI0000000003 - WS 001 (Waste Stream)
 No Discharge/No Flow for Monitoring Period

Parameter	Quantity			Quality			Frequency of Analysis	Sample Type	Exception
	Average	Maximum	Units	Minimum	Average	Maximum			
BOD, Carbonaceous 05 Day (20 Deg C) 80082 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	***** *****	***** *****	once per quarter once per quarter	4-Hour Flow Composite 4-Hour Flow Composite	
Flow 50050 Modification # 0	Result ***** Limit *****	.308 REPORT calendar month total *****	Mgal Mgal	***** *****	REPORT calendar month average *****	***** *****	once per day once per day	Measurement, Continuous Measurement, Continuous	
pH 00400 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	***** *****	***** *****	once per quarter once per quarter	Grab Grab	
Precipitation 00193 Modification # 0	Result ***** Limit *****	.68 REPORT calendar month total *****	in in	***** *****	***** *****	***** *****	once per day once per day	Measurement Measurement	
Solids, Total Suspended (TSS) 00530 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	***** *****	***** *****	once per quarter once per quarter	4-Hour Flow Composite 4-Hour Flow Composite	

Comment :

Station Information: MONI0000000004 - WS 002 (Waste Stream)
 No Discharge/No Flow for Monitoring Period

Parameter	Quantity		Quality		Frequency of Analysis		Sample Type	Exception
	Average	Maximum	Minimum	Average	Maximum	Units		
Chloride, Total 00940 Modification # 0	Result ***** Limit *****	***** *****	***** *****	REPORT calendar month average *****	***** *****	mg/L mg/L	4-Hour Flow Composite 4-Hour Flow Composite	
Flow 50050 Modification # 0	Result ***** Limit *****	1.9 <=15.184 calendar year to date total	Mgal Mgal	***** *****	***** *****	***** *****	Calculation Calculation	
Flow 50050 Modification # 0	Result ***** Limit *****	0.0 REPORT calendar month total	Mgal Mgal	REPORT calendar month average *****	REPORT calendar month maximum *****	mgd mgd	Measurement, Continuous Measurement, Continuous	
Nitrite Plus Nitrate, Total (as N) 00630 Modification # 0	Result ***** Limit *****	***** *****	***** *****	REPORT calendar month average *****	***** *****	mg/L mg/L	4-Hour Flow Composite 4-Hour Flow Composite	
Nitrogen, Ammonia, Total (as N) 00610 Modification # 0	Result ***** Limit *****	***** *****	***** *****	REPORT calendar month average *****	***** *****	mg/L mg/L	4-Hour Flow Composite 4-Hour Flow Composite	
Nitrogen, Kjeldahl, Total 00625 Modification # 0	Result ***** Limit *****	***** *****	***** *****	REPORT calendar month average *****	***** *****	mg/L mg/L	4-Hour Flow Composite 4-Hour Flow Composite	
pH 00400 Modification # 0	Result ***** Limit *****	***** *****	***** *****	REPORT calendar month minimum *****	***** *****	SU SU	Grab Grab	
Solids, Total Suspended (TSS) 00530 Modification # 0	Result ***** Limit *****	***** *****	***** *****	REPORT calendar month average *****	***** *****	mg/L mg/L	4-Hour Flow Composite 4-Hour Flow Composite	

Comment :

Attachment Upload

Attachment Type	Uploaded Filename
Pond Observations	Pond Observations 10-24.xls

Electronic Signature

Signator: Leland Bundy
Signator ID: LBOPERATIONSPECIALTIES2
Challenge/Response Question: What is your father's middle name?
Challenge/Response Answer: *****
eSignature PIN: *****
Date/Time of eSignature: 10/10/2024 08:43

The Minnesota Pollution Control Agency (MPCA) has electronic filing standards for reports or other data submittal. In order to file electronically, I certify and acknowledge that:

- I am the e-Services account holder;
- I am the authorized representative for the entity associated with my electronic signature credential;
- I submitted a signed original Subscriber Agreement to the MPCA and received authorization for electronic document submittal;
- I am in compliance with all terms in my Subscriber Agreement;
- This attestation is true to the best of my knowledge;
- I may be subject to civil or administrative enforcement and penalties for noncompliance with regulatory reporting requirements for the entity I represent; and
- I may be subject to criminal liability for falsification of the data submitted for that entity.

DMR Signatory: Leland Bundy
Date: 10/10/2024

Submission

Date/Time of Submission: 10-10-2024 08:43:23 AM

FACILITY NAME/ADDRESS:
Emily WWTP
Yost Rd
Emily, MN 56447

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MN0067628		

PERMITEE
NAME/ADDRESS:
Emily city of
21236 2nd St
Emily, MN 56447

STATION INFORMATION:
W5 001 (Influent Waste Stream)
Waste Stream

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2024-09-01	2024-09-30

FROM:

TO:

No Discharge/No Flow
(Enter 'x' if no discharge/no flow occurred for this station):

PARAMETER	QUANTITY			UNITS	CONCENTRATION			UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ		SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ				
BOD, Carbonaceous 05 Day (20 Deg C) 80082	*****	*****	*****		*****	*****	*****	mg/L	once per quarter	4-Hour Flow Composite	
Flow 50050	*****	*****	.308	Mgal	*****	*****	.01	mgd	once per quarter	4-Hour Flow Composite	
pH 00400	*****	*****	*****		*****	*****	*****	SU	once per quarter	Grab	
Precipitation 00193	*****	*****	.68	in	*****	*****	*****		once per day	Measurement	
Solids, Total Suspended (TSS) 00530	*****	*****	*****		*****	*****	*****	mg/L	once per quarter	4-Hour Flow Composite	

COMMENTS:

PERMITEE
 NAME/ADDRESS:
 Emily city of
 21236 2nd St
 Emily, MN 56447

WASTEWATER TREATMENT
 DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MND06762B		

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2024-09-01	2024-09-30

FROM: TO:

FACILITY NAME/ADDRESS:
 Emily WWTP
 Yost Rd
 Emily, MN 56447

STATION INFORMATION:
 W5 002 (Effluent to RIBs)
 Waste Stream

No Discharge/No Flow
 (Enter 'x' if no discharge/no flow occurred for this station):

X

PARAMETER	QUANTITY			UNITS	CONCENTRATION			UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE PERMIT	REQ	REQ		REPORT	REPORT	REPORT				
Chloride, Total 00940	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
	REQ	*****	*****	*****	REPORT calendar month average	*****	*****	*****	once per month	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT	*****	1.9	*****	*****	*****	*****	*****	once per month	Calculation	
Flow 50050	SAMPLE VALUE PERMIT	*****	15,184	Mgal	*****	*****	*****	*****	once per month	Calculation	
	REQ	*****	calendar year to date total	Mgal	*****	*****	*****	*****	once per month	Calculation	
	SAMPLE VALUE PERMIT	*****	0	Mgal	*****	*****	*****	*****	once per day	Measurement, Continuous	
Nitrite Plus Nitrate, Total (as N) 00630	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per day	Measurement, Continuous	
	REQ	*****	calendar month total	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
Nitrogen, Ammonia, Total (as N) 00610	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
Nitrogen, Kjeldahl, Total 00625	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
pH 00400	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
Solids, Total Suspended (TSS) 00530	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	

COMMENTS:

2023-00 Emily Flow Meter Calculation Check

Date	Rdg From Wkly Data Sheet	Dif. (x100)	Flow Converted to MGD	As Reported or Calc'd on Daily Log	Precip in Inches of water	Comments:
last day of prev month			NOTE: DIFFERENCES IN RED			Fill in Yellow Boxes
1	11504	11504	0.1150		0	
2	11826	322	0.1183		0	
3	12558	732	0.1256		0	Lift and pond rounds
4	10802	-1756	0.1080		0	
5	10086	-716	0.1009		0.07	
6	10721	635	0.1072		0	
7	10267	-454	0.1027		0	
8	10011	-256	0.1001		0	
9	12477	2466	0.1248		0	
10	9487	-2990	0.0949		0	Lift and pond rounds
11	8699	-788	0.0870		0	
12	8556	-143	0.0856		0	
13	9313	757	0.0931		0	
14	11033	1720	0.1103		0	
15	10833	-200	0.1083		0	
16	10775	-58	0.1078		0	
17	9354	-1421	0.0935		0	Lift and pond rounds Helped to repair RIBS distrubtion lines
18	9441	87	0.0944		0	
19	8779	-662	0.0878		0.57	
20	10246	1467	0.1025		0	
21	10122	-124	0.1012		0.04	
22	10606	484	0.1061		0	
23	10220	-386	0.1022		0	
24	8515	-1705	0.0852		0	Lift and pond rounds
25	7854	-661	0.0785		0	
26	9341	1487	0.0934		0	
27	10755	1414	0.1076		0	
28	10889	134	0.1089		0	
29	12686	1797	0.1269		0	
30	11580	-1106	0.1158		0	
31		0	0.0000		0	
	309336	Totals	3.0934		0.6800	



Pond Weekly Observations Form

Wastewater Program

Doc Type: Discharge Monitoring Reports

Instructions: This form must be filled out and submitted electronically with the Discharge Monitoring Reports.

Facility name: Emily Wastewater treatment Facility Permit number: MN0067628
 Month: September Year: 2024

Type of Pond (Aerated, Primary, Secondary, etc.)	Pond: Primary 1					Pond: Primary 2					Pond: Secondary 1					
	1st	2nd	3rd	4th	5th	1st	2nd	3rd	4th	5th	1st	2nd	3rd	4th	5th	
1. Date of observation (mm/dd/yyyy):	9/3/2024	9/10/2024	9/17/2024	9/24/2024	9/3/2024	9/10/2024	9/17/2024	9/24/2024	9/3/2024	9/10/2024	9/17/2024	9/24/2024	9/3/2024	9/10/2024	9/17/2024	9/24/2024
2. Odor (Yes or No):	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no
3. Aquatic plants (% of coverage, type):	10%	25%	15%	20	100%	85%	100%	80	15%	30%	50%	15				
4. Floating mats (% of coverage, type):	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no
5. Water depth (inches):	36	35.5	36	36	36	35.5	36	36	36	40	40	40	40	40	40	40
6. Muskrats, rodents, etc. (Yes or No):	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no
7. Dike condition (Erosion, etc.):	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
8. Ice cover (% of coverage):	0%	0%	0%	0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Comments: 9-17 / Repaired the cut or broken distribution lines in the RIBS.



Date: November 8, 2024

To: City of Emily

From: Leland Bundy, Operator

O & M Report: October 2024

Wastewater Operation & Maintenance

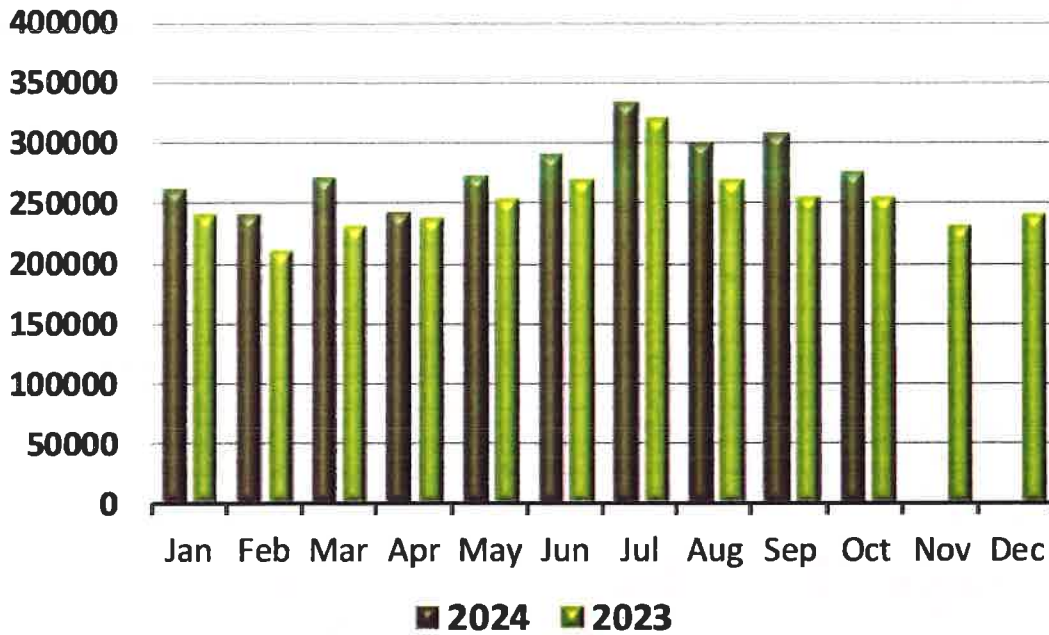
- Lift Station maintenance checks were performed weekly on-site, and daily via the internet. Daily flow numbers are recorded and used for MPCA monthly operations reports.
- Lift station RTMs are recorded weekly to verify pump efficiency.
- No pond discharges this month or until next spring. Ponds #1 and #2 are at 40" and pond #3 is at 32". We have plenty of room for 180 days of storage, including rain and snow over the winter.
- All monthly reports to the MPCA have been submitted on time and they have been accepted.
- Ground water well samples have been collected and turned in for analysis. The results have been included in this month's reports.
- All the fill sand has been brought in and leveled in the RIBs.

PeopleService INC.

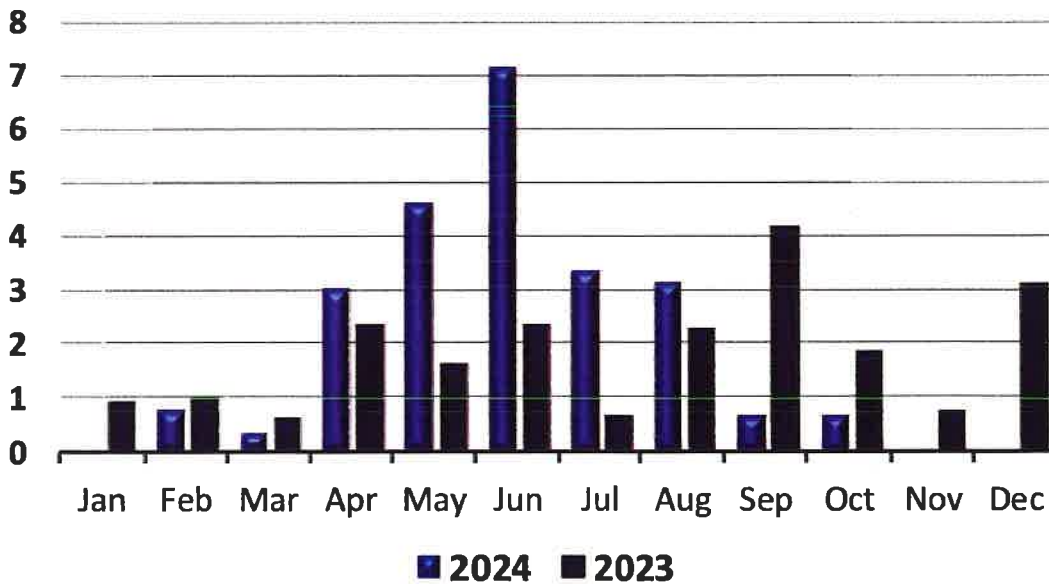
Water & Wastewater Professionals

Wastewater		October-24	September-24	October-23
CBOD				
CBOD Influent	mg/L	0	0	0
CBOD Effluent	mg/L	0	0	0
TSS				
TSS Influent	mg/L	0	0	0
TSS Effluent	mg/L	0	0	47
pH				
pH Influent Maximum	SU	0	0	8
pH Effluent Maximum	SU	0	0	0
pH Effluent Minimum	SU	0	0	0
Nitrogen Ammonia				
Nitrite Plus Nitrate, Total Effluent	mg/L	0.00	0.00	0.93
Nitrogen, Ammonia, Total Effluent	mg/L	0	0	0
Nitrogen, Kjeldahl, Total Effluent	mg/L	0.00	0.00	3.30
Chloride				
Chloride, Total Effluent	mg/L	0	0	213
Influent Flow				
Influent Flow Monthly Average	gallons	8,944	10,311	8,241
Influent Flow Monthly Maximum	gallons	10,968	12,686	10,100
Influent Flow Monthly Total	gallons	277,280	309,336	255,500
Precipitation Monthly Total	invches	1	1	2
Effluent Flow				
Effluent Flow Average Total	gallons	0	0	233,670
Effluent Flow Monthly Total	gallons	0	0	3,271,390
Effluent Flow Year to Date Total	gallons	-1,999,180	1,999,180	6,100,546

Total Influent Flow to Pond - In Gallons



Total Monthly Precipitation - In Inches



SERVICE INFORMATION

Service ID: 472506
Service Type: Submit DMR
Created On: 11/05/2024

Summary

Minnesota Pollution Control Agency

Discharge Monitoring Report Form

Agency Interest
83904 - Emily WWTP

Permit Number
MN0067628

Monitoring Period
10/01/2024 - 10/31/2024

Station Information: MONI0000000005 - GW 001 (Groundwater)

No Discharge/No Flow for Monitoring Period

Parameter	Quantity			Quality			Frequency of Analysis	Sample Type	Exception
	Average	Maximum	Units	Minimum	Average	Maximum			
Chloride, Total 00940 Modification # 0	Result *****	*****	*****	*****	*****	*****	mg/L	Grab	
	Limit *****	*****	*****	*****	*****	*****	REPORT	Grab	
Elevation of GW Relative to Mean Sea Level 71993 Modification # 0	Result *****	1259	ft	*****	*****	*****	calendar month maximum	Measurement, Instantaneous	
	Limit *****	REPORT	ft	*****	*****	*****	*****	Measurement, Instantaneous	
Nitrite Plus Nitrate, Total (as N) 00630 Modification # 0	Result *****	*****	*****	*****	*****	*****	*****	Grab	
	Limit *****	*****	*****	*****	*****	*****	.248	Grab	
Nitrogen, Ammonia, Total (as N) 00610 Modification # 0	Result *****	*****	*****	*****	*****	*****	calendar month maximum	Grab	
	Limit *****	*****	*****	*****	*****	*****	<.1	Grab	
Nitrogen, Kjeldahl, Total 00625 Modification # 0	Result *****	*****	*****	*****	*****	*****	calendar month maximum	Grab	
	Limit *****	*****	*****	*****	*****	*****	<.2	Grab	
pH 00400 Modification # 0	Result *****	*****	*****	*****	*****	*****	calendar month maximum	Grab	
	Limit *****	*****	*****	6.71	*****	*****	calendar month maximum	Grab	
Specific Conductance 00095 Modification # 0	Result *****	*****	*****	REPORT	*****	*****	SU	Grab	
	Limit *****	*****	*****	instantaneous minimum	*****	*****	instantaneous maximum	Grab	
Temperature, Water (C) 00010 Modification # 0	Result *****	*****	*****	*****	*****	*****	umhos/cm	Grab	
	Limit *****	*****	*****	*****	*****	*****	umhos/cm	Grab	
	Limit *****	*****	*****	*****	*****	*****	degrees C	Grab	
	Limit *****	*****	*****	*****	*****	*****	degrees C	Grab	

Comment :

Station Information: MONI0000000006 - GW 002 (Groundwater)

No Discharge/No Flow for Monitoring Period

Parameter	Quantity				Quality				Frequency of Analysis	Sample Type	Exception
	Average	Maximum	Units	Minimum	Average	Maximum	Units	Minimum			
	Chloride, Total 00940 Modification # 0	Result *****	*****	*****	*****	7.85	REPORT	mg/L			
Elevation of GW Relative to Mean Sea Level 71993 Modification # 0	Limit *****	*****	ft	*****	1264	REPORT	mg/L	*****	once per month	Grab	
Nitrite Plus Nitrate, Total (as N) 00630 Modification # 0	Limit *****	instantaneous maximum	ft	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
Nitrogen, Ammonia, Total (as N) 00610 Modification # 0	Result *****	*****	*****	*****	.214	REPORT	mg/L	*****	once per month	Grab	
Nitrogen, Kjeldahl, Total 00625 Modification # 0	Limit *****	*****	*****	*****	<.1	REPORT	mg/L	*****	once per month	Grab	
pH	Result *****	*****	*****	*****	<.2	REPORT	mg/L	*****	once per month	Grab	
Specific Conductance 00095 Modification # 0	Limit *****	*****	*****	*****	7.12	REPORT	SU	*****	once per month	Grab	
Temperature, Water (C) 00010 Modification # 0	Result *****	*****	*****	*****	instantaneous minimum	*****	*****	*****	once per month	Grab	
	Limit *****	*****	*****	*****	256	REPORT	umhos/cm	*****	once per month	Grab	
	Result *****	*****	*****	*****	12	REPORT	degrees C	*****	once per month	Grab	
	Limit *****	*****	*****	*****	instantaneous maximum	*****	*****	*****	once per month	Grab	

Comment :

Station Information: MONI0000000001 - GW 003 (Groundwater)

No Discharge/No Flow for Monitoring Period

Parameter	Quantity				Quality				Frequency of Analysis	Sample Type	Exception
	Average	Maximum	Units	Minimum	Average	Maximum	Units	Minimum			
	Chloride, Total 00940 Modification # 0	Result *****	*****	*****	*****	2.02	REPORT	mg/L			
Elevation of GW Relative to Mean Sea Level 71993 Modification # 0	Limit *****	*****	ft	*****	1258	REPORT	mg/L	*****	once per month	Grab	
Nitrite Plus Nitrate, Total (as N) 00630 Modification # 0	Limit *****	instantaneous maximum	ft	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
Nitrogen, Ammonia, Total (as N) 00610 Modification # 0	Result *****	*****	*****	*****	.417	REPORT	mg/L	*****	once per month	Grab	
Nitrogen, Kjeldahl, Total 00625 Modification # 0	Limit *****	*****	*****	*****	.106	REPORT	mg/L	*****	once per month	Grab	
pH	Result *****	*****	*****	*****	<.2	REPORT	mg/L	*****	once per month	Grab	
Specific Conductance 00095 Modification # 0	Limit *****	*****	*****	*****	6.6	REPORT	SU	*****	once per month	Grab	
Temperature, Water (C) 00010 Modification # 0	Result *****	*****	*****	*****	6.6	REPORT	SU	*****	once per month	Grab	
	Limit *****	*****	*****	*****	instantaneous minimum	*****	*****	*****	once per month	Grab	
	Result *****	*****	*****	*****	224	REPORT	umhos/cm	*****	once per month	Grab	
	Limit *****	*****	*****	*****	11	REPORT	degrees C	*****	once per month	Grab	
	Result *****	*****	*****	*****	instantaneous maximum	*****	*****	*****	once per month	Grab	
	Limit *****	*****	*****	*****	instantaneous maximum	*****	*****	*****	once per month	Grab	

Comment :

Station Information: MONI0000000002 - GW 004 (Groundwater)

No Discharge/No Flow for Monitoring Period

Parameter	Quantity			Quality			Frequency of Analysis	Sample Type	Exception
	Average	Maximum	Units	Minimum	Average	Maximum			
Chloride, Total 000940 Modification # 0	Result *****	*****	*****	*****	*****	44	once per month	Grab	
	Limit *****	*****	*****	*****	REPORT	calendar month maximum	once per month	Grab	
Elevation of GW Relative to Mean Sea Level 71993 Modification # 0	Result *****	1278	ft	*****	*****	*****	once per month	Measurement, Instantaneous	
	Limit *****	REPORT	instantaneous maximum	*****	*****	*****	once per month	Measurement, Instantaneous	
Nitrite Plus Nitrate, Total (as N) 00630 Modification # 0	Result *****	*****	*****	*****	*****	.657	once per month	Grab	
	Limit *****	*****	*****	*****	REPORT	calendar month maximum	once per month	Grab	
Nitrogen, Ammonia, Total (as N) 00610 Modification # 0	Result *****	*****	*****	*****	*****	<.1	once per month	Grab	
	Limit *****	*****	*****	*****	REPORT	calendar month maximum	once per month	Grab	
Nitrogen, Kjeldahl, Total 00625 Modification # 0	Result *****	*****	*****	*****	*****	<.2	once per month	Grab	
	Limit *****	*****	*****	*****	REPORT	calendar month maximum	once per month	Grab	
pH 00400 Modification # 0	Result *****	*****	*****	*****	*****	6.85	once per month	Grab	
	Limit *****	REPORT	instantaneous minimum	*****	*****	*****	once per month	Grab	
Specific Conductance 00095 Modification # 0	Result *****	*****	*****	*****	*****	455	umhos/cm once per month	Grab	
	Limit *****	*****	*****	*****	REPORT	instantaneous maximum	umhos/cm once per month	Grab	
Temperature, Water (C) 00010 Modification # 0	Result *****	*****	*****	*****	*****	11	degrees C once per month	Grab	
	Limit *****	*****	*****	*****	REPORT	instantaneous maximum	degrees C once per month	Grab	

Comment :

Station Information: MONI0000000003 - WS 001 (Waste Stream)

No Discharge/No Flow for Monitoring Period

Parameter	Quantity			Quality			Frequency of Analysis	Sample Type	Exception
	Average	Maximum	Units	Minimum	Average	Maximum			
Flow 00050 Modification # 0	Result *****	.279	Mgal	*****	.009	.012	once per day	Measurement, Continuous	
	Limit *****	REPORT	calendar month total	*****	REPORT	calendar month maximum	once per day	Measurement, Continuous	
Precipitation 00193 Modification # 0	Result *****	.67	in	*****	*****	*****	once per day	Measurement	
	Limit *****	REPORT	calendar month total	*****	*****	*****	once per day	Measurement	

Comment :

Station Information: MONI0000000004 - WS 002 (Waste Stream)

No Discharge/No Flow for Monitoring Period

Parameter	Quantity			Quality			Frequency of Analysis	Sample Type	Exception
	Average	Maximum	Units	Minimum	Average	Maximum			
Chloride, Total 00940 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	REPORT calendar month average *****	***** *****	mg/L mg/L	4-Hour Flow Composite 4-Hour Flow Composite	
Flow 50050 Modification # 0	Result ***** Limit *****	1.9 ≤15.184 calendar year to date total	Mgal Mgal	***** *****	***** *****	***** *****	once per month once per month	Calculation Calculation	
Flow 50050 Modification # 0	Result ***** Limit *****	REPORT calendar month total	Mgal Mgal	***** *****	REPORT calendar month average calendar month maximum *****	***** *****	once per day once per day	Measurement, Continuous Measurement, Continuous	
Nitrite Plus Nitrate, Total (as N) 00630 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	***** *****	***** *****	once per month once per month	4-Hour Flow Composite 4-Hour Flow Composite	
Nitrogen, Ammonia, Total (as N) 00610 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	***** *****	***** *****	once per month once per month	4-Hour Flow Composite 4-Hour Flow Composite	
Nitrogen, Kjeldahl, Total 00625 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	***** *****	***** *****	once per month once per month	4-Hour Flow Composite 4-Hour Flow Composite	
pH 00400 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	***** *****	***** *****	once per month once per month	Grab Grab	
Solids, Total Suspended (TSS) 00530 Modification # 0	Result ***** Limit *****	***** *****	***** *****	***** *****	REPORT calendar month average *****	***** *****	once per month once per month	4-Hour Flow Composite 4-Hour Flow Composite	

Comment :

Attachment Upload

Attachment Type	Uploaded Filename
Pond Observations	Pond Observations 11-24.xls

Electronic Signature

Signator: Leland Bundy
Signator ID: LBOPERATIONSPECIALTIES2

Challenge/Response Question: What was the first name of your best friend in elementary school?

Challenge/Response Answer: *****

eSignature PIN: *****

Date/Time of eSignature: 11/05/2024 07:55

The Minnesota Pollution Control Agency (MPCA) has electronic filing standards for reports or other data submittal. In order to file electronically, I certify and acknowledge that:

- I am the e-Services account holder;
- I am the authorized representative for the entity associated with my electronic signature credential;
- I submitted a signed original Subscriber Agreement to the MPCA and received authorization for electronic document submittal;
- I am in compliance with all terms in my Subscriber Agreement;
- This attestation is true to the best of my knowledge;
- I may be subject to civil or administrative enforcement and penalties for noncompliance with regulatory reporting requirements for the entity I represent; and
- I may be subject to criminal liability for falsification of the data submitted for that entity.

DMR Signatory: Leland Bundy
Date: 11/05/2024

Submission

Date/Time of Submission: 11-05-2024 07:55:57 AM

PERMITEE
 NAME/ADDRESS:
 Emily city of
 21236 2nd St
 Emily, MN 56447

WASTEWATER TREATMENT
 DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MIN0067628		

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2024-10-01	2024-10-31

FACILITY NAME/ADDRESS:
 Emily WWTP
 Yost Rd
 Emily, MN 56447

STATION INFORMATION:
 GW 001 (Groundwater Monitoring Well #1)
 Groundwater

No Discharge/No Flow
 (Enter 'x' if no discharge/no flow occurred for this station):

PARAMETER	QUANTITY			UNITS	CONCENTRATION			UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE PERMIT REQ	*****	*****		SAMPLE VALUE PERMIT REQ	*****	*****				
Chloride, Total 00940	SAMPLE VALUE	*****	*****					mg/L	once per month	Grab	
	PERMIT	*****	*****								
	REQ	*****	*****								
Elevation of GW Relative to Mean Sea Level 71993	SAMPLE VALUE	*****	1259	ft					once per month	Measurement, Instantaneous	
	PERMIT	*****	REPORT Instantaneous maximum								
	REQ	*****	*****								
Nitrite Plus Nitrate, Total (as N) 00630	SAMPLE VALUE	*****	*****					mg/L	once per month	Grab	
	PERMIT	*****	*****								
	REQ	*****	*****								
Nitrogen, Ammonia, Total (as N) 00610	SAMPLE VALUE	*****	*****					mg/L	once per month	Grab	
	PERMIT	*****	*****								
	REQ	*****	*****								
Nitrogen, Kjeldahl, Total 00625	SAMPLE VALUE	*****	*****					mg/L	once per month	Grab	
	PERMIT	*****	*****								
	REQ	*****	*****								
pH 00400	SAMPLE VALUE	*****	*****					SU	once per month	Grab	
	PERMIT	*****	*****								
	REQ	*****	*****								
Specific Conductance 00095	SAMPLE VALUE	*****	*****					umhos/cm	once per month	Grab	
	PERMIT	*****	*****								
	REQ	*****	*****								
Temperature, Water (C) 00010	SAMPLE VALUE	*****	*****					degrees C	once per month	Grab	
	PERMIT	*****	*****								
	REQ	*****	*****								

COMMENTS:

PERMITEE
 NAME/ADDRESS:
 Emily city of
 21236 2nd St
 Emily, MN 56447

WASTEWATER TREATMENT
 DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MND067628		

YEAR MO DAY	YEAR MO DAY
2024-10-01	2024-10-31

FROM:

FACILITY NAME/ADDRESS:
 Emily WWTP
 Yost Rd
 Emily, MN 56447

STATION INFORMATION:
 GW 002 (Groundwater Monitoring Well #2)
 Groundwater

No Discharge/No Flow
 (Enter 'x' if no discharge/no flow occurred for this station):

PARAMETER	QUANTITY			UNITS	CONCENTRATION			UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE PERMIT	REQ	VALUE PERMIT		*****	*****	*****				
Chloride, Total 00940	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ							REPORT calendar month maximum	once per month	Grab	
	VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
Elevation of GW Relative to Mean Sea Level 71995	SAMPLE VALUE PERMIT	*****	1264	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
	REQ							*****	once per month	Measurement, Instantaneous	
	VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Nitrite Plus Nitrate, Total (as N) 00630	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ							.214	once per month	Grab	
	VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Nitrogen, Ammonia, Total (as N) 00610	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ							<1	once per month	Grab	
	VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Nitrogen, Kjeldahl, Total 00625	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ							<2	once per month	Grab	
	VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
pH 00400	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ							7.12	once per month	Grab	
	VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Specific Conductance 00095	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ							256	once per month	Grab	
	VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Temperature, Water (C) 00010	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ							12	once per month	Grab	
	VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	

COMMENTS:

FACILITY NAME/ADDRESS:
Emily WWTP
Yost Rd
Emily, MN 56447

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMITTEE
NAME/ADDRESS:
Emily city of
21236 2nd St
Emily, MN 56447

PERMIT #	LIMIT STATUS	FORMER #
MA0067628		

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2024-10-01	2024-10-31

STATION INFORMATION:
GW 003 (Groundwater Monitoring Well #3)
Groundwater

No Discharge/No Flow
[Enter 'x' if no discharge/no flow occurred for this station]:

PARAMETER	QUANTITY			UNITS	CONCENTRATION			UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE PERMIT	REQ	REPORT		INSTANTANEOUS MAXIMUM	REPORT	CALENDAR MONTH MAXIMUM				
Chloride, Total 00940	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REPORT	*****	*****	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
Elevation of GW Relative to Mean Sea Level 71993	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
	REPORT	*****	*****	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
Nitrite Plus Nitrate, Total (as N) 00630	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REPORT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Nitrogen, Ammonia, Total (as N) 00610	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REPORT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Nitrogen, Kjeldahl, Total 00625	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REPORT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
pH 00400	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REPORT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Specific Conductance 00095	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REPORT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
Temperature, Water (C) 00010	SAMPLE VALUE PERMIT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REQ	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	
	REPORT	*****	*****	*****	*****	*****	*****	*****	once per month	Grab	

COMMENTS:

FACILITY NAME/ADDRESS:
Emily WWTP
Yost Rd
Emily, MN 56447

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMITTEE
NAME/ADDRESS:
Emily city of
21236 2nd St
Emily, MN 56447

PERMIT #	LIMIT STATUS	FORMER #
MND067628		

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2024-10-01	2024-10-31

FROM: TO:

STATION INFORMATION:
GW 004 (Groundwater Monitoring Well #4)
Groundwater

No Discharge/No Flow
(Enter 'x' if no discharge/no flow occurred for this station):

PARAMETER	QUANTITY			UNITS	CONCENTRATION			UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE PERMIT REQ	*****	*****		*****	*****	*****				
Chloride, Total 00940	SAMPLE VALUE PERMIT	*****	*****		*****	*****	*****	mg/L	once per month	Grab	
	REQ	*****	*****		*****	*****	*****	REPORT calendar month maximum	once per month	Grab	
	SAMPLE VALUE PERMIT REQ	*****	1278	*****	*****	*****	*****	*****	once per month	Measurement, Instantaneous	
Nitrite Plus Nitrate, Total (as N) 00630	SAMPLE VALUE PERMIT	*****	*****	ft	*****	*****	*****	mg/L	once per month	Grab	
	REQ	*****	*****		*****	*****	*****	REPORT calendar month maximum	once per month	Grab	
	SAMPLE VALUE PERMIT REQ	*****	*****		*****	*****	*****	<1	once per month	Grab	
Nitrogen, Ammonia, Total (as N) 00620	SAMPLE VALUE PERMIT	*****	*****		*****	*****	*****	mg/L	once per month	Grab	
	REQ	*****	*****		*****	*****	*****	REPORT calendar month maximum	once per month	Grab	
	SAMPLE VALUE PERMIT REQ	*****	*****		*****	*****	*****	<1.2	once per month	Grab	
pH 00400	SAMPLE VALUE PERMIT	*****	*****		*****	*****	*****	mg/L	once per month	Grab	
	REQ	*****	*****		*****	*****	*****	REPORT calendar month maximum	once per month	Grab	
	SAMPLE VALUE PERMIT REQ	*****	*****		*****	*****	*****	6.85	once per month	Grab	
Specific Conductance 00095	SAMPLE VALUE PERMIT	*****	*****		*****	*****	*****	SU	once per month	Grab	
	REQ	*****	*****		*****	*****	*****	REPORT instantaneous minimum	once per month	Grab	
	SAMPLE VALUE PERMIT REQ	*****	*****		*****	*****	*****	455	once per month	Grab	
Temperature, Water (C) 00010	SAMPLE VALUE PERMIT	*****	*****		*****	*****	*****	umhos/cm	once per month	Grab	
	REQ	*****	*****		*****	*****	*****	REPORT instantaneous maximum	once per month	Grab	
	SAMPLE VALUE PERMIT REQ	*****	*****		*****	*****	*****	11	once per month	Grab	

COMMENTS:

FACILITY NAME/ADDRESS:
 Emily WWTP
 Yost Rd
 Emily, MN 56447

STATION INFORMATION:
 WS 001 (Influent Waste Stream)
 Waste Stream

No Discharge/No Flow
 (Enter 'x' if no discharge/no flow occurred for this station):

WASTEWATER TREATMENT
 DISCHARGE MONITORING REPORT

PERMITEE
 NAME/ADDRESS:
 Emily city of
 21236 2nd St
 Emily, MN 56447

PERMIT #	LIMIT STATUS	FORMER #
MMND057628		

MONITORING PERIOD	
YEAR(MO) DAY	YEAR(MO) DAY
2024-10-01	2024-10-31

FROM:

TO:

PARAMETER	QUANTITY		CONCENTRATION		UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE	PERMIT REQ.	REPORT calendar month total	REPORT calendar month maximum				
Flow 50050	.279	.67	.009	.012	mgd	once per day	Measurement, Continuous	
Precipitation 00199						once per day	Measurement, Continuous	

COMMENTS:

FACILITY NAME/ADDRESS:
Emily WWTP
Yost Rd
Emily, MN 56447

STATION INFORMATION:
WS 002 (Effluent to RIBs)
Waste Stream

No Discharge/No Flow
(Enter 'x' if no discharge/no flow occurred for this station):

X

PERMITEE
NAME/ADDRESS:
Emily city of
21236 2nd St
Emily, MN 56447

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MND067628		

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2024-10-01	2024-10-31
FROM:	TO:

PARAMETER	QUANTITY				UNITS	CONCENTRATION				UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception		
	SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ		SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ	SAMPLE VALUE PERMIT REQ						
Chloride, Total 00940	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	REPORT calendar month average	*****	4-Hour Flow Composite		
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
Flow 50050	SAMPLE VALUE PERMIT REQ	*****	*****	1.9	Mgal	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	REPORT calendar month average	*****	Calculation		
	SAMPLE VALUE PERMIT REQ	*****	*****	15.164		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	Calculation	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	Measurement, Continuous	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	Measurement, Continuous	
Nitrite Plus Nitrate, Total (as N) 00630	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	REPORT calendar month average	*****	4-Hour Flow Composite		
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
Nitrogen, Ammonia, Total (as N) 00610	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	REPORT calendar month average	*****	4-Hour Flow Composite		
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
Nitrogen, Kjeldahl, Total 00625	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	REPORT calendar month average	*****	4-Hour Flow Composite		
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
pH 00400	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	REPORT calendar month average	*****	Grab		
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	Grab	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
Solids, Total Suspended (TSS) 00530	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	SAMPLE VALUE PERMIT REQ	*****	*****	*****	Mgal	REPORT calendar month average	*****	4-Hour Flow Composite		
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	
	SAMPLE VALUE PERMIT REQ	*****	*****	*****		REPORT calendar month total	*****	*****	*****		REPORT calendar month maximum	*****	*****	4-Hour Flow Composite	

COMMENTS:

Emily - OPERATION CHECKS										LAB DATA		
Date	Flow	Primary Pond 1	Primary Pond 2	Final Pond	Dyke Cond.	RIB No. Flow	RIB We. Flow	Rodants	Rain	Date:		
1	7807	29	29	32	ok	0	0	none	0	Inf.	Ph:	
2	8624					0	0		0	Eff.	Ph:	
3	7919					0	0		0			
4	9263					0	0		0	Date:		
5	8648					0	0		0	Inf.	Ph:	
6	10968					0	0		0	Eff.	Ph:	
7	1086					0	0		0	Sample Results	INF	
8	7246	29	29	32	ok	0	0	none	0	Date:	Sample	Result
9	8558					0	0		0			
10	8703					0	0		0		BOD	
11	10290					0	0		0			
12	9778					0	0		0		TSS	
13	10185					0	0		0			
14	10335					0	0		0		Chloride	
15	9190	29	29	32	ok	0	0	none	0	Total Flow:		277,280
16	7970					0	0		0	Avg/GPD:		8,944
17	8627					0	0		0	Avg/MGD:		0.009
18	10814					0	0		0			
19	12412					0	0		0.04	Sample Results EFF		
20	11513					0	0		0	Date:	Sample	Result
21	10927					0	0		0		NH3-N	
22	8852	29	29	32	ok	0	0	none	0			
23	8619					0	0		0.06		TSS	
24	8600					0	0		0			
25	9570					0	0		0.32		Chloride	
26	9379					0	0		0			
27	8514					0	0		0		TKN	
28	9179					0	0		0			
29	8156	29	29	32	ok	0	0	none	0		NO2 + NO3	
30	8499					0	0		0.24			
31	7049					0	0		0.01		BOD	
Totals	277280					0	0		0.67			

Instructions: This form must be filled out and submitted electronically with the Discharge Monitoring Reports.

Facility name: Emily Wastewater treatment Facility
Month: October Year: 2024

Permit number: MND0057628

Type of Pond (Aerated, Primary, Secondary, etc.)	Pond: Primary 1					Pond: Primary 2					Pond: Secondary 1				
	1st	2nd	3rd	4th	5th	1st	2nd	3rd	4th	5th	1st	2nd	3rd	4th	5th
Week of the month	10/1/2024	10/8/2024	10/15/2024	10/22/2024	10/29/2024	10/1/2024	10/8/2024	10/15/2024	10/22/2024	10/29/2024	10/1/2024	10/8/2024	10/15/2024	10/22/2024	10/29/2024
1. Date of observation (mm/dd/yyyy):															
2. Odor (Yes or No):	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no
3. Aquatic plants (% of coverage, type):	20%	90%	50%	5%	50%	80%	100%	85%	25%	75%	15%	25%	25%	5	20
4. Floating mats (% of coverage, type):	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no
5. Water depth (inches):	29	29	29	29	29	29	29	29	29	29	32	32	32	32	32
6. Muskrats, rodents, etc. (Yes or No):	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no
7. Dike condition (Erosion, etc.):	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
8. Ice cover (% of coverage):	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Comments:
Pond Depth numbers are down by 12" its not a discharge it was repair to a math error.

clerk@emily.net

From: Maria McCarty <mmccarty@sehinc.com>
Sent: Monday, October 21, 2024 10:56 AM
To: clerk@emily.net
Cc: Jeff Ledin
Subject: WWTP - Influent Splitter Box
Attachments: PSA_-_Professional_Services_Agreement_-_single_project-7717.pdf

Cari,

We appreciate the opportunity to provide a proposal for designing the influent structure for the wastewater treatment plant (WWTP). From my understanding, the council asked for the design to be broken into phases in order to accommodate the designated budget the City is setting aside each year for this project, (\$30,000 each year for 5 years). Rather than break up the design, we recommend having funds for design set aside each year along with construction dollars over several years. When funds have been accumulated for both design and construction we can connect approximately 12 months prior to bidding to prepare a design, get the design approved by the Agency/City, and be ready for bid solicitation.

Instead of a multipart design effort, we are proposing a much smaller fee of \$6,000 for the site visit that was conducted and a memo describing SEH's recommendations. The memo will document our observations that simple repairs, such as lining, are not cost effective and complete structure replacement is needed. While annual monitoring is recommended, the existing structure appears to have some years of service life remaining. This memo can be presented to MPCA to show that the City is working towards a solution and has a plan to keep the facility in compliance. The memo will also serve to provide a high level budget for design and construction of the replacement structure.

With your support, we propose presenting this to the next council meeting. We are confident that waiting to do the design will provide the City with the best design and be the most cost-effective route. Thank you for considering SEH for this project; we value our partnership and are committed to delivering exceptional results. We look forward to collaborating with you and the council to achieve the best outcome for the City.

Please feel free to reach out with any questions or concerns; we are here to support you throughout the process.

Thanks,
Maria

Maria McCarty, PE (Lic. MN)
Engineer
Short Elliott Hendrickson, Inc.
507.237.8378 direct | 507.508.4707 mobile | 651.490.2000 main

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Agreement for Professional Services

This Agreement is effective as of November 19, 2024, between City of Emily (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **WWTP Influent Structure Replacement Memo**

Client's Authorized Representative: Cari Johnson
Address: PO Box 68, Emily, Minnesota 56447, United States
Telephone: 218.763.2480 **email:** clerk@emily.net

Project Manager: Maria McCarty
Address: 416 South 6th Street, Suite 101, Brainerd, Minnesota 56401
Telephone: 507.237.8378 **email:** mmccarty@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The consultant proposes the following scope of work for completing an inspection of the influent structure to the wastewater stabilization pond system and summarizing the finding in a memo. The memo will also include recommended improvements, and a construction cost estimate based on recent projects of a similar nature.

Schedule:
Memo provided within one month of the execution of this contract.

Payment:
The lump sum fee is \$6000.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

City of Emily

By: 
Full Name: Jeffrey R. Ledin
Title: Client Service Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Emily (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 1, 2024

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B
to Agreement for Professional Services
Between City of Emily (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 1, 2024

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

WS 002	7/1/2016 – 7/31/2016	Chloride, Total - Calendar Month Average [Avg Conc]
WS 002	7/1/2016 – 7/31/2016	Flow - Calendar Month Total [Mon Load]
WS 002	7/1/2016 – 7/31/2016	Flow – Calendar Year-To-Date [Mon Load]
WS 002	7/1/2016 – 7/31/2016	Nitrite Plus Nitrate, Total (as N) - Calendar Month Average [Avg Conc]
WS 002	7/1/2016 – 7/31/2016	Nitrogen, Ammonia, Total (as N) - Calendar Month Average [Avg Conc]
WS 002	7/1/2016 – 7/31/2016	Nitrogen, Kjeldahl, Total - Calendar Month Average [Avg Conc]
WS 002	7/1/2016 – 7/31/2016	pH - Calendar Month Maximum [Max Conc]
WS 002	7/1/2016 – 7/31/2016	pH - Calendar Month Minimum [Mon Conc]
WS 002	7/1/2016 – 7/31/2016	Solids, Total Suspended (TSS) – Calendar Month Maximum [Max Conc]

CORRECTIVE ACTION

To address the alleged violations cited in this Notice of Violation (NOV), the Regulated Party is to complete the following actions:

1. Within 30 days after the receipt of this NOV, the Regulated Party shall submit to the MPCA a plan that shall include but is not limited to:
 - a. Describing how all samples shall be collected, analyzed and reported as required in the limits and monitoring section of the SDS Permit No. MN0067628.
 - b. How all required sample results shall be reported on sample value spreadsheets, including flow to RIBs and groundwater well elevation relative to mean sea level.
 - c. How all required DMR submittal forms shall be submitted each month, including pond observation forms.

2. Within 60 days after the receipt of this NOV, the Regulated Party shall submit to the MPCA a plan that will address:
 - a. How the RIBs with exposed distribution lines will be repaired.
 - b. A timeline of when the RIBs with exposed distribution line repairs will be completed.
 - c. How the concrete spalling in the influent transfer structure at the ponds will be repaired, including a timeline for repairs.

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION NO. 24-51

RESOLUTION REGARDING UNPAID SEWER CHARGES

WHEREAS, Minnesota Statute Section 444.075, subd. 3 provides that municipalities may make the charges for connection to sewer facilities and the use charges for such sewer facilities a charge against the owner, lessee, or occupant of the property, and may provide a covenant for certifying unpaid charges to the County Auditor with taxes against the property served for collection as other taxes are collected; and

WHEREAS, the City of Emily, City Code of Ordinances Chapter 50.28, Section A provides that each and every sewer service charge levied by and pursuant to the Ordinance is hereby made a lien upon the lot or premises served, and all such charges which are on October 1st of each year past due and delinquent, shall be certified to the County Auditor as taxes or assessments on the real estate; and

WHEREAS, the City of Emily, City Code of Ordinances Chapter 50.28, Section C provides that the owner or user of the real estate being serviced shall be liable for interest upon all unpaid balances at the rate of 12% per annum; and

WHEREAS, as of October 11, 2024, the following sewer charges were past due and delinquent:

PHYSICAL ADDRESS	REAL ESTATE CODE	AMOUNT	TOTAL WITH 12% INTEREST
21263 County Road 1	21270707	\$1,016.69	\$1,138.69
21208 County Road 1	21270709	\$1,016.69	\$1,138.69
39877 White Pine Street	21340887	\$1,003.10	\$1,123.47
20934 County Road 1	21270685	\$1,003.93	\$1,124.40
39948 State Highway 6	21340845	\$532.77	\$596.70
21351 County Road 1	21270699	\$407.07	\$455.92
	Total	\$ 4,980.25	\$5,577.87

THEREFORE, BE IT RESOLVED that the City of Emily City Council hereby certifies as delinquent the sewer service charges as of October 11, 2024, as taxes or assessments on the real estate identified above with an interest rate of 12% per annum.

Adopted by the Emily City Council this 12th day of November 2024.

Tracy Jones, Mayor

Cari Johnson, MCMC
City Clerk/Treasurer

ORDINANCE NO. 2024-06
AN ORDINANCE ADDING SECTION 154: CANNABIS BUSINESSES
FOR THE CITY OF EMILY
COUNTY OF CROW WING, STATE OF MINNESOTA

The following is the official Summary of Ordinance No. 2024-06, approved by the City Council of the City of Emily, on the 8th day of October, 2024.

The purpose of this Ordinance is to add Section 154: Cannabis Businesses to the Emily City Code to regulate Cannabis Businesses within the City of Emily, including administration, definitions, registration, and zoning provisions for various types of Cannabis Businesses.

The City Council determines that publication of the title and a summary of this ordinance will clearly inform the public of the intent and effect of the ordinance and the Council has approved the text of this summary and has directed that the title and a summary be published pursuant to Minnesota Statute § 412.191 Subd. 4.

A printed copy of the Ordinance is available for inspection by any person at the office of the City Clerk.

Passed by the Council this 12th day of November, 2024, by a ___/5th vote of the Council.

CITY OF EMILY

By: Tracy Jones
Its: Mayor

By: Cari Johnson
Its: City Clerk

clerk@emily.net

From: Shelly Kadus <skadus@lawyers-title.com>
Sent: Monday, November 4, 2024 11:56 AM
To: 'clerk@emily.net'
Cc: 'Thomas Pearson'
Subject: RE: Commitment to Buyer Order: 20240753 Plesnicar / City of Emily - N/A Emily, MN 56447

Thank you for the contact information, I'll reach out to Pennie.

The cost of owner's title insurance for this transaction will be \$150.

Shelly

From: clerk@emily.net <clerk@emily.net>
Sent: Monday, November 4, 2024 11:44 AM
To: Shelly Kadus <skadus@lawyers-title.com>
Cc: 'Thomas Pearson' <tpearson@gqlaw.net>
Subject: RE: Commitment to Buyer Order: 20240753 Plesnicar / City of Emily - N/A Emily, MN 56447

Shelly,

The Commitment for Title Insurance has been received. Please provide a quote for the cost of an owner's policy for Council review at the November 12, 2024 Council Meeting.

Pennie Plesnicar is anticipating to be contacted by the title company regarding the closing requirements, including for providing a certificate of death for Andrew. Please contact Pennie at andy pennie61@gmail.com or by phone to Pennie at 269-694-1616.

Thank you for your assistance and have a great day!

Cari Johnson, MCMC
City Clerk/Treasurer



39811 State Highway 6
PO Box 68
Emily, MN 56447
218-763-2480
clerk@emily.net

City Hall Hours M-W 8am-430pm, Th-F 8am-noon

www.cityofemily.com

Fax 218.763.2481

pp. 869

Effecting Positive Change

From: Shelly Kadus <skadus@lawyers-title.com>
Sent: Friday, November 1, 2024 5:05 PM
To: 'clerk@emily.net' <clerk@emily.net>
Cc: Thomas Pearson <tpearson@gglaw.net>
Subject: Commitment to Buyer Order: 20240753 Plesnicar / City of Emily - N/A Emily, MN 56447

Good afternoon,

Attorney Tom Pearson provided me with the Purchase Agreement for purposes of coordinating closing.

Attached is the Commitment for Title Insurance, which sets out our requirements to close. I am able to prepare all documents needed for closing, but will need a Certificate of Death for Andrew Plesnicar from Pennie to attach to an Affidavit of Survivorship.

At this point, I am ready to close at any time you would like. If you would like me to make contact with Pennie directly, please provide me with her phone number and email or perhaps you would like to be the contact with her.

Once I have a settlement date from you, I'll send the settlement statements to you for review and make arrangements for documents to be signed. We can sign your documents electronically; however, I'll need to meet with Pennie to sign and notarize her seller documents.

Thanks, have a great day. 😊

Shelly



Michelle D. (Shelly) Kadus | Closing Agent

LAWYERS TITLE SERVICES, LLC

Title Agency No. 40381855 | Closing Agent Lic. No. 40382842
Title Producer | Abstracter | Notary Public

7153 Forthun Road, Suite 110, Baxter, MN 56425

Email: skadus@lawyers-title.com

Phone: 218-820-1242 | Fax: 612-814-8970

Prov 19:9a He who walks in integrity walks securely.



IN OUR ONGOING EFFORT TO PROTECT FUNDS FROM FRAUDULENT ACTIVITY, Lawyers Title Services uses a secure portal powered by Closinglock to communicate wire transfer information to you. Do not trust wire transfer information from any other source. Lawyers Title Services will not initiate wires without first confirming instructions via phone call.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Corneli, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Form 50188527 (10-18-22)



20240753



9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Lawyers Title Services, LLC
Issuing Office: 7153 Forthun Road, Suite 110, Baxter, MN 56425
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 20240753-1
Issuing Office File No.: 20240753
Property Address: N/A, Emily, MN 56447

SCHEDULE A

1. Commitment Date: November 1, 2024 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07-01-2021)
Proposed Insured: City of Emily
Proposed Amount of Insurance: \$6,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Mr. & Mrs. Andrew Plesnicar
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Michelle D. Kadus

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Pennie Plesnicar, a single person to City of Emily, a Minnesota Municipal Corporation.
5. Real estate taxes due and payable in 2024 in the amount of \$18.00 are PAID IN FULL.

Base Tax: \$18.00

Parcel Identification Number: 21340552

Property is NON-HOMESTEAD for taxes due and payable in the year 2024.

Real estate taxes due and payable in 2024 in the amount of \$18.00 are PAID IN FULL.

Base Tax: \$18.00

Parcel Identification Number: 21340553

Property is NON-HOMESTEAD for taxes due and payable in the year 2024.

6. There may be annual recurring fees charged by the municipality and/or county, which are automatically certified to the real estate taxes.
7. The Company has ordered an assessment search from the municipality, and there may be further requirements prior to closing. If there are no further requirements, this item will be automatically deleted (without an Endorsement being issued).
8. NOTE: There are no open mortgages of record.

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SCHEDULE B
(Continued)

9. Affidavit of Survivorship setting out Pennie Plesnicar is the surviving joint tenant should be placed of record together with a Certificate of Death of Andrew Plesnicar.

NOTE: Affidavit required as to Document No. 246596 which created joint tenancy for subject property.

Verify with the Minnesota Department of Human Services dhs.srulien@state.mn.us if there are any medical assistance liens.

10. Certificate of Real Estate Value.
11. Deed which contains the following statement:
"The Seller certifies that the Seller does not know of any wells on the described real property."
12. Provide this Company with a properly completed and executed Owner's Affidavit.
13. Company Affidavit by Purchaser and/or Mortgagor executed by City of Emily.
14. This Commitment was prepared from the public records. No Abstract was furnished for examination, and none will be provided to any party without additional charge.
15. The Owner's Policy will be issued for the value of the vacant land only. If that land is to be improved and if it is desired that the improved value be insured (for additional charges) the Company must receive a written request to insure the improved value prior to closing. A pending disbursement clause will then be added as an Exception in the Owner's Policy.
16. The "gap period" will be insured, if this transaction is closed by Lawyers Title Services, LLC, or agent. The gap refers to the gap from the effective date of this commitment to the closing date and the gap from the closing date to the recording date of the instrument to be insured.
17. This Commitment is for the exclusive use of this Company and its affiliates in closing the transaction described herein. Anyone else closing off this Commitment shall be liable to this Company for all loss and damage, including payment of all charges shown on the Preliminary Invoice attached hereto.

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

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Form 50188527 (10-18-22)



20240753

SCHEDULE B
(Continued)

2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements, or claims of easement, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. All assessments and taxes due and payable in 2024, and thereafter.
7. No coverage is provided for municipal code compliance matters and fees, including, but not limited to, utilities, water, or sewer services, or fees for tree, weed, grass and snow or garbage removal, police boarding, vacant building registration and zoning.
8. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights, incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
9. No coverage is given for any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
10. Rights or claims of parties in possession not recorded in the public records.
11. Easements or claims of easements not recorded in the public records.
12. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
13. All assessments and taxes due in 2024, and thereafter.
14. Subject to the Plat of Emily - Platted from Northwest Quarter of Northwest Quarter (NW 1/4 of NW 1/4), Section 34, Township 138, Range 26.

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File No.: 20240753

The Land referred to herein below is situated in the County of Crow Wing, State of Minnesota and is described as follows:

Lots 18 and 19, Block 11; in Emily - Platted from Northwest Quarter of Northwest Quarter (NW 1/4 of NW 1/4), Section 34, Township 138, Range 26.

Crow Wing County, Minnesota

Abstract Property



RECEIVED
AUG 27 2024
BY:

Emily City Hall
Cari Johnson
PO BOX 68
Emily MN 56447

August 27, 2024

Subject: Special Assessments due on Tax Forfeited Properties

To Whom it May Concern:

The State of Minnesota passed new legislature in 2024 that affects the sale and management of tax forfeited properties in Crow Wing County. We will no longer be remitting any outstanding balances on special assessments that have been levied against properties forfeited in the years 2016 – 2023 at the time of sale. Proceeds from sale of properties that forfeited in the years 2016-2023 will be sent to the state under the new legislation.

Additionally, properties that forfeit in 2024 and future years will have all taxes and special assessments cancelled at the time of forfeiture. If your taxing district wishes to collect special assessments due on properties forfeited in 2024 or future years, your tax district must recertify within 90 days of forfeiture. All the properties forfeited in 2024 and future years will be taken to sale within six months of their forfeiture date. Typically, the date of forfeiture for Crow Wing County occurs in late September every year.

Attached is a list of properties within your taxing district that forfeited from 2016-2023. If there are any outstanding special assessments due on these parcels, they **WILL NOT** be collected at the time of sale by the county.

If you have questions regarding this letter or the process of tax forfeiture, please contact the Land Services Department at 218-824-1010.

Sincerely,

Jessica Shea
Operations Manager
Land Services Department
218-824-1123

Gary Griffin, Director
Land Services Department
322 Laurel Street, Suite 15
Brainerd, MN 56401
Office: (218) 824-1010
Fax: (218) 824-1126
www.crowwing.gov

Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.



Properties within your taxing district that forfeited from 2016-2023. If there are any outstanding special assessments due on these parcels, they **WILL NOT** be collected at the time of sale by the county.

PIN

21040516 CITY OF EMILY

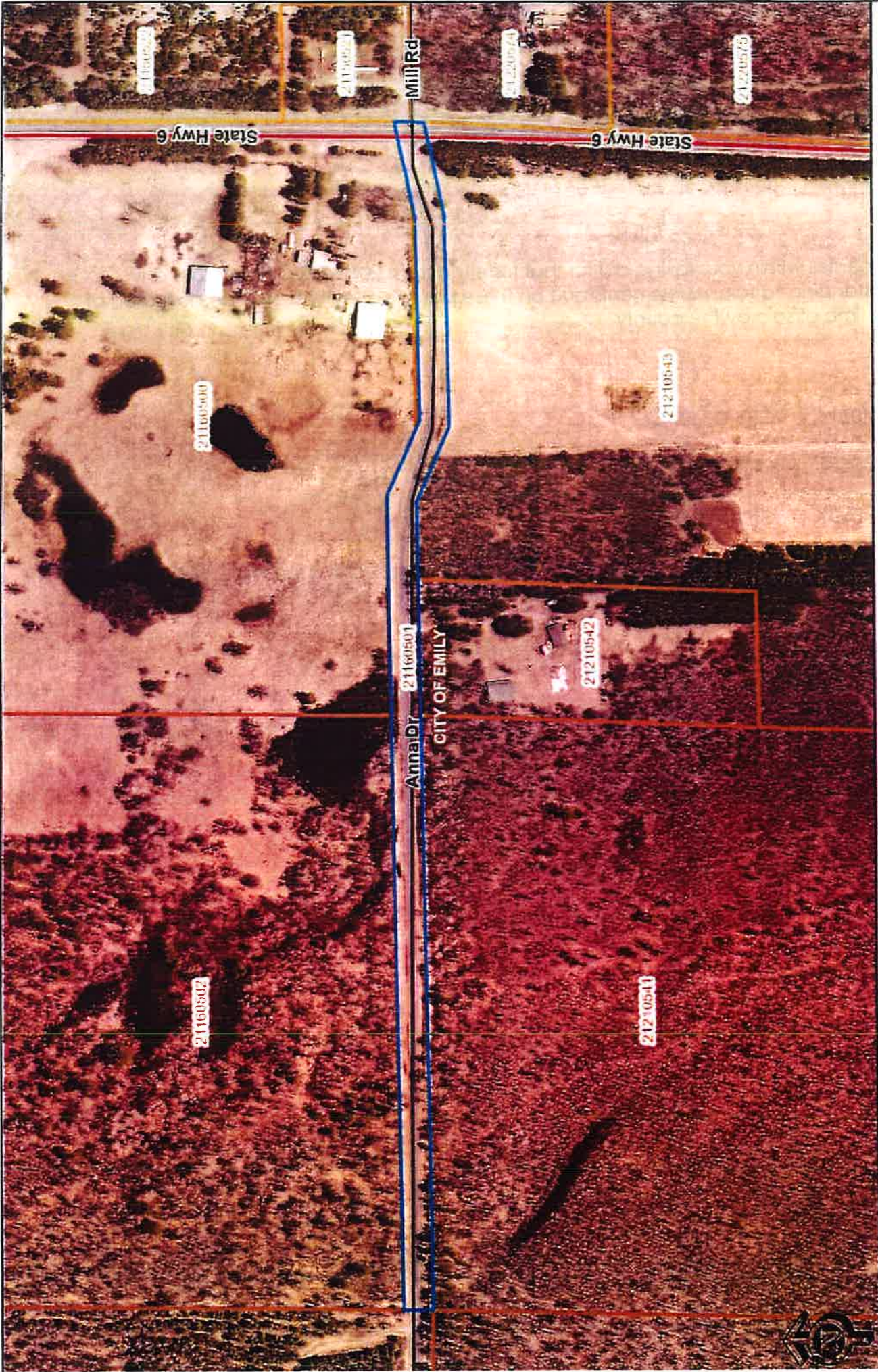
21060524 CITY OF EMILY

21160501 CITY OF EMILY

If you have questions regarding this letter or the process of tax forfeiture, please contact the Land Services Department at 218-824-1010.

Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

Gary Griffin, Director
Land Services Department
322 Laurel Street, Suite 15
Brainerd, MN 56401
Office: (218) 824-1010
Fax: (218) 824-1126
www.crowwing.gov



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

Anna Drive

Date: 8/29/2024 Time: 10:49 AM

Parcel ID: 21160501
TAX FORFEITED

Parcel

Assessment Year:	2024
Pay Year:	2025
Property Address:	0
City:	EMILY
State:	MN
Zip:	56447
Multiple Addresses:	No
Owner Mailing:	CROW WING COUNTY LAND SERVICES
Mailing City:	322 LAUREL ST STE 15
Legacy Parcel ID:	210164300Z00009
Market NBHD:	21_2 - EMILY NEIGHBOORHOOD #2
Class:	960 - 5E TAX FORFEITURE NOT REPORTED
Lake:	
Deeded Acres:	3.95
Plat:	-
Lot:	
Block:	
Section-Twp-Range:	16 - 138 - 026
Tax District:	21200 - 21 - CITY OF EMILY
Town/City:	012400 - CITY OF EMILY
School District:	020182 - CROSBY-IRONTON
Fire District:	
Rural Service:	
Watershed:	
Sewer District:	
Hospital:	090207 - CUYUNA RANGE HOSPITAL DIST
HRA:	080121 - CROW WING COUNTY HRA
Commissioner District:	5
TIF Project #:	-

Values

Tax Market Value:	0
Estimated Market Value:	44,300
Ref Market Value:	
New Construction Value:	0

Parcel Status

In Forfeiture:	No
Escrow Company:	
ACH:	No
Delinquent	No
Homestead	N - Non-Homestead

Relative

Legal

Plat Name:

A TRACT OF LAND IN THAT PT OF SE1/4 OF SEC 16
& THAT PT OF NE1/4 OF NE1/4 OF SEC 21 LYING
66 FT N OF PARALLEL WITH & ADJOINING TO THE
FOL DESC LINE: BEG AT THE SW COR OF SD SE1/4
THEN E ALG THE S LINE OF SD SE1/4 A DIST OF
1764.03 FT THEN SE'LY DEFLECTING 25D 10'42" A
DIST OF 178.82 FT THEN E DEFLECTING 25D 37'
20" LEFT A DIST OF 456.71 FT THEN NE'LY DEFLE
CTING 10D 53'48" LEFT A DIST OF 197.7 FT
M/O/L TO THEE LINE OF SD NE COR OF THE NE1/4
AND THERE TERMINATING. THE N LINE OF SD TRACT
IS TO BE LENGTHENED OR SHORTENED TO TERM ON
THE E AND W LINES OF SD SE1/4.

Sales

Sale Date	Sale Price	Instr. Type	CRV #	Grantor/Seller	Grantee/Buyer
11/01/2012		OTH	1207665		HAMMAD, ADAM RAMZEY
11/15/2007		OTH	0709777		HAMMAD, ALAM E
01/01/1800		OTH			HAMMAD INVESTMENT, CORP

Sale Details

1 of 3

Instrument Type: OTHER TYPE OF TRANSFER
Grantor/Seller:
Grantee/Buyer: HAMMAD, ADAM RAMZEY
Instrument/Sale Date: 11/01/2012
Transfer Date: 11/01/2012
Recorded Date: 11/19/2012
Improved/Vacant: -
State Validity Code: -
Sale Property Use: -
CRV #: 1207665
Old Document Number:
Total Sale Price:
of Pcls:
Adjusted Sale Price:
Filing Office: -
COT #:

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION NO. 24-22

**A RESOLUTION ADOPTING MODIFIED CONDITIONS FOR EXISTING FINAL PLAT
(APPLICATION NUMBER 09-3327) FROM 2009 ON BEHALF OF NORTHERN
LIGHTS OVER ROOSEVELT LAKE HOMEOWNER'S ASSOCIATION**

WHEREAS, on May 14, 2024 the Emily City Council reviewed an application to modify the original conditions for an existing final plat (application number 09-3327) that regulated the docking storage location and parking on the West side of State Highway 6 on behalf of: Northern Lights Over Roosevelt Lake Homeowner's Association, on the following property:

Legal Description: Northern Lights Over Roosevelt Lake Plat

Section 9- Township 138 -Range 26.

And,

WHEREAS, the Planning Commission has considered the applicant's request at a duly noticed Public Hearing which took place on May 7, 2024, and has recommended approval to the City Council; and,

Original Findings of Fact:

1. The applicant has complied with the conditions of the preliminary plat approval.
 - a. the applicant has submitted an exhibit of passive recreation facilities. the planning commission has accepted the drawing and its implementation has been included in the development agreement.
 - b. section 3.1, subpart e of the declarations indicates that all trails and walkways shall be constructed of wood chips or similar material.
 - c. section 3.1, subpart f of the declarations establishes the 50-foot vegetative buffer in outlot a and prohibits the clearing of live trees or brush in this buffer.
 - d. section 3.1, subpart g of the declarations prohibits vegetation removal in outlot a as pr the preliminary plat.
 - e. section 3.1, subpart h of the declarations restricts impacts to the ice ridge.
 - f. the applicant has submitted a plan for development on the west side of highway 6. the planning commission has accepted the plan.
 - g. section 2.12 of the declarations restrict the use of docking areas on roosevelt lake to lot owners.
 - h. section 2.12 of the declarations indicate that docks are to be removed annually.
 - i. section 2.12 of the declarations provides a mechanism agreeable to the planning commission for allocating rights to the mooring slips.
 - j. the applicant has prepared a stormwater pollution prevention plan. the plan has been reviewed and accepted by the planning commission.
 - k. the applicant has submitted a road plan that has been reviewed by the city engineer. the engineer's concerns have been resolved.
 - l. the portion of smokey hollow road that is owned by the applicant is being dedicated to the public as part of the subdivision.

- m. section 7.5 of the association documents limit the impervious coverage for each lot to that of the underlying zoning district.
 - n. the swimming area and boardwalk have been eliminated from the submitted plans.
 - o. section 2.12 of the declarations indicates that docks and lifts are to be stored off site or east of highway 6.
 - p. section 2.12 of the declarations limits the number of boat slips to 16 and requires the establishment of a key card system.
 - q. section 2.12 of the declarations requires the establishment of a no wake zone around the docking facility.
 - r. section 2.12 of the declarations prohibits all recreational facilities on the west side of highway 6, with the exception of the 16 mooring slips.
 - s. section 2.12 calls for property owners purchasing a mooring slip to receive information regarding best practices for safely crossing the highway.
 - t. the applicant has coordinated improvements with mn/dot, which is requiring a \$10,000 security deposit to ensure the improvements are completed.
 - u. crooked lake township has indicated that smokey hollow road is to have aggregate surfacing material added by the developer within the existing road section.
 - v. section xx of the development agreement indicates that nothing will be burned in the preparation of the lots.
2. The final plat is in agreement with the approved preliminary plat.
 3. The city attorney has completed review of the title work and found it to be acceptable.
 4. There are no public improvements required on the property. the only public improvements are to highway 6, which are being handled by mn/dot.
 5. A plat check by an independent land surveyor has been completed.
 6. A financial security of \$5,000 will be provided for security on the construction of the lights and the erection of signs in the drop off area.

Original Conditions with Modifications as highlighted:

- 1) To augment the existing submittals, the applicant shall provide an exhibit of passive recreation facilities within the development. This exhibit shall include the trails and shoreline recreation facilities submitted in previous drawings. Once this drawing has been accepted by the Planning Commission, the improvements shown will be used during the preparation of the development agreement.
- 2) Trails and walkways shall be constructed of wood chips or similar material so as to not increase the runoff from the trail surface.
- 3) The association documents will provide for a 50-foot vegetative buffer in Outlot A as depicted on the preliminary plat. Clearing of live trees or brush within this buffer shall be prohibited.

- 4) The association documents shall indicate that all buffers within Outlot A and lying between Highway 6 and Smokey Hollow Road will be maintained in their natural condition with no vegetative removal except for trails and forest management purposes. No clear cutting will be allowed.
- 5) The historic ice ridges shall not be damaged or diminished during the development process or in subsequent use of the property. This requirement, as well as the importance of the ice ridge in maintaining water quality, shall be clearly stated within the association documents.
- 6) The applicant shall submit a detailed plan for the improvements to the west side of Highway 6. Specifically identified must be:
 - a. Clearing limits,
 - b. Approach locations,
 - c. Wetland buffer areas,
 - d. Docking facilities, and
 - e. Mechanisms for erosion control during construction.

The plan shall be in a form acceptable to the Planning Commission prior to application for final plat.
- 7) Association documents shall restrict the use of the docking areas on Roosevelt Lake solely for the use of lot owners.
- 8) Association documents shall reflect that all docks are to be seasonal (not permanent) and thus must be removed annually.
- 9) OMIT
- 10) Association documents shall provide a mechanism, agreeable to the Planning Commission, for allocating rights to the mooring slips.
- 11) The applicant shall prepare and provide to the City a stormwater pollution prevention plan for the entire development that is acceptable to the Planning Commission.
- 12) Roads within the subdivision shall be built to minimum City standards, but can remain privately maintained. Approvals from the Road Committee are required.
- 13) That portion of Smokey Hollow Road that lies within this development and is 33-feet south of the centerline of the roadway shall be dedicated to the public, if a 66-foot corridor is not already dedicated for this roadway.
- 14) Association documents shall indicate that the impervious coverage allowed on each lot shall be limited to the impervious coverage limitation of the underlying zoning district.
- 15) Eliminate the swimming area and the boardwalk from the plan.
- 16) Docks and lifts shall be allowed to be stored off on-site on the shoreline and walking path each year with efforts made to store the docks out of clear view from the lake.
- 17) Lifts shall be professionally removed by the Association property owners and moved for storage to their place of residence in the Northern Lights Over Roosevelt Lake development.
- 18) The number of boat slips will be limited to 16. To further control access to the docking facility, a lock or key-card system will be established to provide access to only those that have purchased one of the slips.
- 19) A no wake zone shall be established around the proposed docking facility.

- 20) All proposed recreational facilities on the west side of Highway 6, except for the 16 mooring slips, are prohibited.
- 21) Property owners that purchase mooring slips shall receive information regarding best practices for safely crossing the highway.
- 22) The City will require that the developer continue to coordinate with Mn/DOT and that Mn/DOT's recommendations be implemented, including:
- a. The north approach/drop off area will be allowed as outlined by MnDOT in their letters dated April 3, 2024 and April 19, 2024, attached as Exhibit A.
 - b. A northbound right turn lane and a southbound bypass lane must be constructed on TH 6 at the Smokey Hollow Road intersection.
 - c. Lighting and signs shall be installed as per Mn/DOT guidance.
 - d. Roadway and safety appurtenances will be installed as per Mn/DOT guidance.
 - e. Drainage patterns need to be perpetuated and erosion/ sediment controlled. A drainage plan must be submitted to Mn/DOT for review.
 - f. No drainage ponds will be allowed in the right of way.
 - g. There will be no net increase in development drainage to the highway right of way.
 - h. Proposed development signs must be located outside of the right of way.
 - i. No fences or structures are allowed in the right of way.
 - j. No excavation or grade changes are allowed in the right of way.
 - k. All Mn/DOT permits must be obtained.
- ~~23) Day parking for ATVs, UTVs, and golf carts shall be allowed 42 feet from the nearest white line on State Highway 6 and no closer than 75 feet from the lakeshore.~~
- ~~24) Automobiles and trucks may be used for drop off and pick up. Drop-off and pick up shall be allowed with motorized vehicles only.~~
- ~~25) No day parking shall be allowed for automobiles and trucks. Automobiles and trucks are not allowed to park at any time.~~
- ~~26) No overnight parking shall be allowed for any type of vehicle.~~
- 27) All costs of compliance with Mn/DOT conditions shall be paid for by the developer.
- 28) The City of Emily will require, subject to acceptance by Crooked Lake Township within 90 days of preliminary plat approval, that the developer improve Smokey Hollow Road to Crooked Lake Township's standards up to the second entrance to the development. If Crooked Lake Township does not accept the improvements, no improvements to Smokey Hollow Road will be required.
- 29) The developer shall not burn anything related to its construction activities in preparing the platted lots for sale, including such things as the construction of the roads, parks, trails, and clearing of potential home sites by the Developer. The Developer, however, may haul, chip or bury it.
- 30) The shoreline is to remain in its natural state. No clearing allowed.
- 31) Efforts shall be made to limit water flow down the walking path to avoid runoff and erosion.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EMILY, MINNESOTA AS FOLLOWS:

The application to modify the original conditions of the existing Northern Lights Over Roosevelt Lake Final Plat to regulate the docking storage location and parking on the West side of State Highway 6 is hereby approved, subject to the above listed conditions.

Passed by the City Council of Emily, Minnesota this 14th day of May, 2024.

Tracy Jones
Mayor

Attested:

Cari Johnson, MCMC
City Clerk/Treasurer

From: Carry, Lori (DOT) <lori.carry@state.mn.us>
Sent: Wednesday, October 16, 2024 8:10 AM
To: clerk@emily.net; clerk; krista.okerman@jenkins-mn.com; 'cityofmotley@brainerd.net'; LauraW@pierzmn.org; publicworks@cityofpineriver.org
Subject: Respond Please 2024-2025 Snow Control Agreement-Bid
Attachments: INFORMAL BID FOR SERVICES AND RENTALS - BID DOCUMENT-1220505-v1 (1).docx; 2024-2025 Snow Control Agreement.docx

City Administrator/Engineer/Admin,

It's that time of year again and winter will be upon us before we know it. MnDOT would like to request your participation with snow control for the upcoming 2024-2025 winter season.

There are two attachments in this email to fill out and return to me. The City should be filling out each of these attachments, not the contractor.

If your City elects not to participate in the agreement, please respond to this email informing us that you will not be participating. Also, by responding I can confirm that I have the correct email.

If you have any questions regarding this information, please feel free to email or call me at the information listed below.

Thank you,

 **Lori Carry**
Office Administrative Specialist, Senior | District 3 – Baxter

Minnesota Department of Transportation
7694 Industrial Park Rd S
Baxter, MN 56425
O: 218-828-5716
mndot.gov/

 **DEPARTMENT OF
TRANSPORTATION**



REQUEST FOR BID (THIS IS NOT A PURCHASE ORDER)	STATE OF MINNESOTA AGENCY NAME: _____ BUYER NAME: _____ PHONE #: _____
VENDOR NAME AND ADDRESS: _____ _____ _____ PHONE #: _____	DIRECT ALL INQUIRIES AND RETURN BID TO: _____ _____ _____ FAX #: _____

BID MUST BE RECEIVED NO LATER THAN:	Dates shall be listed in the sequence of month/date/year
DATE: _____ TIME: _____	Times shown are based on the Central Time Zone, USA

REQUISITION TITLE: _____

SOLICITATION RESPONSE INSTRUCTIONS:

1. **Read the entire solicitation including all terms, conditions, and specifications. All attached terms, conditions, and specifications apply to any subsequent award. Complete all applicable areas.**
2. **Solicitation responses (bids) must contain the signature of an authorized agent empowered to bind the Vendor in a contract.**
3. **Bids must be submitted on this form unless otherwise stated in the solicitation.**
4. **For a "no response", return only this page signed and marked "no response." Failure to respond may result in being removed from the Vendors list.**
5. **All shipments shall be FOB Destination. Freight charges must be prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the solicitation.**
6. **Bids will be considered to be in strict compliance with the specifications and the Vendor will be held responsible unless the Vendor clearly indicates in the bid any deviation from the specifications.**
7. **The State of Minnesota reserves the right to reject any or all bids or portions thereof; to waive any irregularities or informalities in bids received; and to cancel the solicitation if it is considered to be in the State's best interest.**
8. **Bids submitted are irrevocable offers for 60 days following submission deadline date unless otherwise stated in the solicitation terms. Bids may be modified or withdrawn prior to the time and date set forth above. After the time set forth above, no bids may be withdrawn or modified.**
9. **Prices must be submitted in United States currency.**
10. **Do not include sales tax in your pricing unless otherwise specified in the solicitation. The State of Minnesota holds Direct Pay Permit 1114.**
11. **ADDENDA TO SOLICITATION.** Changes to the solicitation will be made by written addendum. Any addendum issued will become part of the solicitation. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person. Only changes made via addendum will be valid. (This paragraph supersedes paragraph 4 in Appendix E, Terms & Conditions.)
12. **INFORMAL BID.** The words "Signature (in ink)" when used in this solicitation includes signature stamps, photocopies of signatures, and facsimile signatures. Responders may be required to provide original signatures when requested.
13. **AWARD--ITEM, GROUP, TOTAL.** The award will be made to the lowest responsible vendor meeting the specifications and all terms and conditions. The state reserves the right to award items separately, by grouping items, or by total, whichever is deemed most advantageous to the state.

Quantity	Unit Of Measure	Description	Unit Cost	Total Cost
Total Cost Of All Line Items				

Delivery Required By Date: _____

Veteran-Owned Preference Form

Eligible veteran-owned small businesses must be CVE Verified (in accordance with Public Law 109-461 and Code of Federal Regulations, Title 38, Part 74) at the solicitation opening date and time to receive the preference. See General Terms and Conditions, Item 12. Information regarding CVE Verification may be found at <http://www.vetbiz.gov>. Only eligible, CVE Verified, veteran-owned small businesses that provide this completed and signed form will be given the preference.

Is this company applying for a Veteran-Owned Preference? Yes No
 If yes, then the following must be certified and signed by the vendor.

I hereby certify that the company listed below:

1. Is an Eligible Veterans-Owned Small Business, as defined in Minnesota Statute § 16C.16, Subd. 6A; and
2. Has its principal place of business in the State of Minnesota; and
3. Is CVE verified by the United States Department of Veterans Affairs' Center for Veterans Enterprise.

 Company Name (type or print) _____ Authorized Signature _____ Date

MUST BE COMPLETED BY VENDOR

Delivery Offered: ___ days After Receipt of Order if different than called for in the solicitation.

Prompt Payment Terms (if available): ___ % 30; ___ % 15/Net 30; ___ % 10/Net 30; Other (specify): _____

Vendor's Quotation Reference Number, if any: _____ SWIFT Vendor Number: _____

Vendor Contact Person: _____ Phone: _____ Fax: _____

 Company Name (type or print) _____ Authorized Signature _____ Date

 Mailing Address (if different than above) _____ Name and Title (type or print)



City Administrator/Engineer,

It's that time of year again and winter will be upon us before we know it. The Minnesota Department of Transportation (MnDOT) would like to request your participation with snow removal for the upcoming 2024/2025 winter season.

The following are guidelines when the city participates with MnDOT in snow removal adjacent to commercial businesses:

- MnDOT assumes responsibility for the center 24' of roadway.
- Remainder of the roadway is the responsibility of the municipality.
- MnDOT will reimburse the entire curb to curb loading costs with the following conditions:
 - Municipality provides the hauling and disposal.
 - Municipality must obtain prior authorization before loading costs are incurred for each snow removal instance.
 - Failure to obtain prior authorization for approval of snow removal for each snow removal instance could result in non-payment.
- Below are the MnDOT contacts for prior authorization and/or questions:

Aitkin Area
Cities: Aitkin, Remer, Emily, Jenkins, Pine River
Contact: Roger Olmscheid, Sub-Area Supervisor, (218) 537-6003 or Vern Leibold (218) 888-2013.

Brainerd/Baxter Area
Cities: Wadena, Ironton, Crosby, Deerwood, Motley, Menahga (Hwy. 87 & 71 Jct. only)
Contact: Jon Slipy, Sub-Area Supervisor, (218) 232-6703 or Bill Lockwood (218) 820-4805.

Little Falls Area
Cities: Browerville, Little Falls, Onamia, Pierz
Contact: Jake Klosowski, Sub-Area Supervisor, (320) 492-0158 or Randy Strassburg (218) 232-6803.

- In the event of extreme snowfall or high loading costs:
 - MnDOT's monetary participation may be eliminated.
 - MnDOT will remove the snow from the center 24' when time permits or arrangements may be made with the Sub-Area Supervisor to utilize state and municipal equipment in a cooperative effort.

If you are interested in entering into this agreement with MnDOT for the upcoming winter season, print out and sign this agreement on the line indicated at the bottom and return the signed agreement to Lori Carry at the e-mail address below along with a completed Informal Bid for Services and Rentals form (attached) for each piece of equipment that will be used. Do not submit bids for trucks as the municipality is responsible for hauling and disposal. Insurance forms are not required.

Invoice Information: Submit within two weeks after each snow event; please be timely throughout the season.

Final invoices must be submitted to MnDOT by May 2, 2025.

- Invoices must contain the following:
 - Date(s) of snow removal.
 - Itemized list of pre-approved equipment used with hours and unit costs.
 - Total amount of all items invoiced.

NOTE: Any missing information will require a new invoice to be submitted by the City, which could delay payment.

- Invoices must come from the City, not the contractor.
- Send all invoices to the following address:

Minnesota Department of Transportation
Attn: Maintenance Superintendent
7694 Industrial Park Road
Baxter, MN 56425

This agreement and the Informal Bid for Services and Rentals form must be completed along with the required signatures and on file in our office before any costs may be incurred. **Please send completed information to Lori Carry via email to lori.carry@state.mn.us by November 1, 2024.**

If your City elects to not participate in the agreement, kindly respond to this email informing us that you will not be participating.

By signing this agreement, you agree to all the above.

Date

Municipality

Signature (Authorized Representative)

If you have any questions regarding this information, please feel free to email me or call me at 218-232-6705.

Sincerely,

Todd Sangren

Maintenance Superintendent

Todd.sangren@state.mn.us

Equal Opportunity Employer

clerk@emily.net

From: Alex Voit <avoit@sehinc.com>
Sent: Tuesday, November 5, 2024 2:19 PM
To: clerk@emily.net
Subject: RE: Future County Highway Project

Cari,

I just touched base with Andy. I sent him the Feasibility Report and he is going to mark up / measure the areas the City wants to address and send them back to me. I suppose you could let the County know that SEH will be doing plans and inspection and we will have them plans in December although we do not have the exact streets settled yet.

Thanks,

Alex Voit, PE (MN)
Project Engineer
Short Elliott Hendrickson Inc.
218.821.0085 mobile | 218.855.1704 direct

Building a Better World for All of Us®
100% Employee Owned

From: clerk@emily.net <clerk@emily.net>
Sent: Thursday, October 31, 2024 9:04 AM
To: Alex Voit <avoit@sehinc.com>
Cc: Jeff Ledin <jledin@sehinc.com>
Subject: RE: Future County Highway Project

Alex,

Attached is the signed contract. Crow Wing County said the following regarding the road project next year: "By December we would need to know the road(s) you would like resurfaced with our CSAH 1 project along with whether your city engineer is going to be the one doing the design and inspection. Once we know this information, we would enter into a cost sharing agreement." How do we proceed with this project? Would you like to schedule a meeting with the Road Committee?

Thank you!

Cari Johnson, MCMC
City Clerk/Treasurer



39811 State Highway 6
PO Box 68
Emily, MN 56447
218-763-2480
clerk@emily.net

MAINTENANCE REPORT

11/12/2024

- Cutting & chipping trees
- Putting things away for winter
- Service snow equipment
- Put plows on
- General maintenance

Brian Foster
Maintenance Supervisor



PRESSURE CALCULATION & WATER SENSOR CALIBRATION

Test Date 10/14/2024

DATA SHEET

MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

TOTAL TANK VOL. 6,000
 PRODUCT VOL. 2,200
 ULLAGE VOL. 3800
 PRODUCT TYPE FUEL OIL
 PBS # (NEW YORK) _____
 TANK # 1

Location CITY OF EMILY
 Address 39811 ST HWY 6
 City/State/Zip EMILY MN, 56447
 Location Contact _____
 Location Phone _____

Depth of Groundwater Determined:

By: GROUNDWATER LOC PROBE
 Where: TANK BED

PRESSURE SENSOR CALCULATION

<u>37.0</u>	x	<u>0.031</u>	=	<u>1.147</u>	PSI (1)	
INCHES OF PRODUCT		WEIGHT OF PRODUCT				
<u>0.0</u>	x	<u>.036</u>	=	<u>0.000</u>	PSI (2)	
INCHES OF WATER IN TANK						
Line 1 + Line 2 = Total Positive Head Pressure In Tank				=	<u>1.147</u>	PSI (3)
<u>15.0</u>	x	<u>.036</u>	=	<u>0.054</u>	PSI (4)	
INCHES OF WATER OUTSIDE TANK						
Total Head Pressure Minus Outside Water Pressure				=	<u>1.093</u>	+/-PSI (5)
Always add .5 PSI				+	<u>1.593</u>	PSI (6)
NOTE: If Line 6 is Less Than .5 PSI Line 7 Shall be .5 PSI						
EST PRESSURE				=	<u>1.593</u>	+/-PSI (7)

ACOUSTIC TEST TIME

Equipment Calibration due date and serial numbers

	Time	Pressure		Serial Number	Calibration Due Date
Baseline Background:	<u>9:45 AM</u>	<u>0.0</u>			
Blower Started:	<u>9:50 AM</u>	<u>0.0</u>	In-Tank Microphone	<u>M2112007</u>	<u>January-25</u>
Test Pressure Reached:	<u>9:55 AM</u>	<u>0.550</u>	Acoustic Signal Processor	<u>E1041006</u>	<u>January-25</u>
Blower Turned Off:	<u>10:00 AM</u>	<u>0.550</u>	Pressure Sensor	<u>NG1811332</u>	<u>January-25</u>
Test Began:	<u>10:01 AM</u>	<u>0.550</u>	Water Sensor Display	<u>D20122372</u>	<u>January-25</u>
Test Ended:	<u>10:06 AM</u>	<u>0.550</u>	Water Sensor Probe	<u>P2401202</u>	<u>January-25</u>

WATER SENSOR CALIBRATION

Added: 100 100 100
 Cal #1 Cal #2 Cal #3

Average: 100

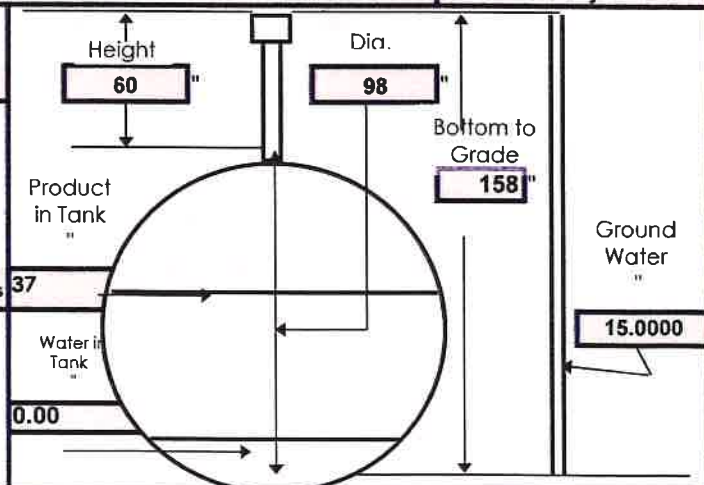
Calculation for Test Period:

100 ÷ 3780 = 0.026
 Avg. Cal. "A" Factor

0.520 x 60 = 32 minutes
 Min. Time of Test

Water Intrusion Test Period

Began: 10:01 AM
 Ended: 10:33 AM





PRESSURE CALCULATION & WATER SENSOR CALIBRATION

Test Date 10/14/2024

FINAL REPORT

MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

Location CITY OF EMILY
Address 39811 ST HWY 6
City/State/Zip EMILY MN, 56447

TOTAL TANK VOL. 6,000
PRODUCT VOL. 2,200
ULLAGE VOL. 3,800
PRODUCT TYPE FUEL OIL
PBS # (NEW YORK) _____
TANK # 1

Location Contact _____
Location Phone _____

Depth of Groundwater Determined:
By: GROUNDWATER LOC PROBE
Where: TANK BED

THE ACOUSTIC CHARACTERISTIC OF A LEAK REVEALS:

X **TIGHT TANK**

THIS UNDERGROUND STORAGE TANK PASSES THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ **ULLAGE (DRY) PORTION OF LEAK**

THIS UNDERGROUND STORAGE TANK FAILS THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ **BELOW PRODUCT LEVEL (WET) PORTION OF LEAK**

THIS UNDERGROUND STORAGE TANK FAILS THE CRITERIA SET FORTH BY THE U.S. EPA.

WATER SENSOR INDICATES:

(CHECK ONLY ONE)

No Water Intrusion X
Water Intrusion _____
Not Applicable _____

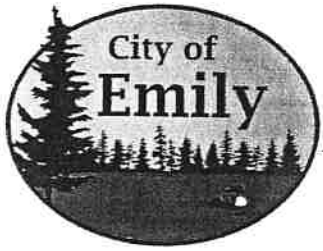
Operator Information

Print Name Daniel Toldo Certification # 065286
Sign Name Daniel Toldo Expiration Date: January-25
Testing Firm Minnesota Petroleum Telephone # 763-780-5191
Address 682 39th Ave NE
Columbia Heights MN

NEW YORK STATE REQUIREMENT: A DIAGRAM OF THE TANK SYSTEM MUST BE SUBMITTED TO THE STATE WITH THIS REPORT

EQUIPMENT SERIAL NUMBERS AND CALIBRATION EXPIRATION DATES:

	Serial Number	Calibration Expiration Date
IN-TANK MICROPHONE	<u>M2112007</u>	<u>January-25</u>
ACOUSTIC SIGNAL PROCESSOR	<u>E1041006</u>	<u>January-25</u>
PRESSURE SENSOR	<u>NG1811332</u>	<u>January-25</u>
WATER SENSOR DISPLAY	<u>D20122372</u>	<u>January-25</u>
WATER SENSOR PROBE	<u>P2401202</u>	<u>January-25</u>



RECEIVED
OCT 30 2024

ET:

For Office Use Only

Date Rec'd _____

By _____

Application for Appointment Commissions and Committees

Commission or Committee applying for: 125th Celebration Committee

Name: Anna Cerelia Andrews Battisitni

Street Address: _____

City: Emily State: MN Zip code: 56447

Mailing Address (if different than above): Mendota Hts, MN 55118

Telephone Number: H _____ C (____) _____ W (____) _____

E-mail address: _____

Emily Resident (circle one)? YES or NO If yes, how long? Full time resident 1 year

Are you presently serving on a City Commission or Committee (circle one)? YES or NO

If yes, please explain _____

Have you served on a City Commission or Committee in the past (circle one)? YES or NO

If yes, please specify which Commission or Committee and the term positions held: _____

What do you have to offer to the City of Emily Commission or Committee? _____

My family was among the original settlers of Emily. I have a large amount of old photos, artifacts, and documents from the last 125+ years in the area. My family has contributed to building up the Emily community, and I have the interest and skill to carry on that tradition now that I am a full time resident.

What experience and/or education background do you have that would enhance your effectiveness as a Commission or Committee member? _____

I have a background in public art, community events, and outreach projects. I have built several events from the ground up with a heavy emphasis on placemaking, way finding, and marketing. In my work I often use artwork, sculptures, and light elements to define a space physically and help communities find the character and identity they wish to celebrate. In my recent position as Events and Outreach Coordinator for the City of Eagan Parks and Recreation, I created opportunities for the public to engage with each other and with experiences that allowed them to be creative, learn, and enjoy their city. I have a passion for the nature, history and the arts, and the skills to execute a successful event.

Applicant's Signature: Anna C Battistini Date: 10/30/2024

Please return to City hall drop box or clerk@emily.net.

From: MN Department of Natural Resources <dnr.updates@updates.mndnr.gov>
Sent: Monday, November 4, 2024 8:57 AM
To: clerk@emily.net
Subject: DATE CHANGE: 2025 IAPM Grant Application Period



Invasive Aquatic Plant Management Grants

Nov. 4, 2024

2025 Invasive Aquatic Plant Management Grants: Application Period Open Nov. 18



The Minnesota Department of Natural Resources (DNR) Invasive Species Program will be offering grants for the management of [curly-leaf pondweed](#), [Eurasian watermilfoil](#), [flowering rush](#), and [starry stonewort](#) in 2025. Invasive aquatic plants are non-native plants that can potentially reduce native plant diversity and create recreational nuisance in lakes. The DNR's [invasive plant management](#) goal is to minimize harmful effects caused by invasive aquatic plants while also protecting natural resources and their use.

The 2025 Invasive Aquatic Plant Management Grant Program will begin accepting applications at 9:00 a.m. on Monday, Nov. 18, 2024. The application deadline is 9:00 a.m. Wednesday, Dec. 18, 2024. Grants are available to tribal governments, lake associations, watershed districts, cities, counties, and local entities.

More information, including important program updates and application materials, can be found on the [Invasive Aquatic Plant Management Grant Program Website](#).

Please feel free to forward this email to anyone you think might be interested. If you have any questions, please contact the [Aquatic Invasive Species Research and Grants Coordinator](#) or your [regional Invasive Species Specialist](#).

A final email will follow on Wednesday, Dec. 4, 2024, as a reminder to submit applications before the application window closes. Thank you for your interest in controlling and preventing the spread of aquatic invasive species!

[Learn More](#)

IAPM Grant Office Hours

This year, the Invasive Species Program will hold "office hours" for prospective IAPM Grant applicants.

There will be three opportunities to attend office hours:

Friday, Nov. 22 from 10-11 am

[Join the meeting now](#)

Meeting ID: 222 428 976 99

Passcode: Z3g4Df

Friday, Dec. 6 from 10-11 am

[Join the meeting now](#)

Meeting ID: 216 752 490 687

Passcode: kcUeu8

Friday, Dec. 13 from 10-11 am

[Join the meeting now](#)

Meeting ID: 252 292 193 951

Passcode: mfmjXG

Subscribe to this list

To subscribe to this email list, you can sign up [here](#).

[Learn more](#)



Emily City Council
ATTN: Mayor Jones
PO Box 68
Emily, MN 56447

November 11, 2024

RE: Emily Manganese Project Update – October 2024

In October, the Company continued its work on engineering and process optimization, including flowsheet development, to advance towards a Scoping Study / Preliminary Economic Assessment.

Environmental visits associated with site reclamation (regrowth in disturbed areas) will continue until revegetation is complete and plant growth has reached targets levels. The visits and the corresponding reclamation activities are in the planned activities by the Company and conducted by Barr Engineering and Moritz Excavation, as approved by the Minnesota Department of Natural Resources.

North Star is continuing its discussions with the Minnesota Department of Natural Resources on its mineral lease applications on certain State mineral lands in the Emily area. This activity will be on-going in 2025.

Information on the Emily Project is reported periodically by North Star's parent, Electric Metals (USA) Limited, and can be found on the internet at: www.electricmetals.com.

North Star is committed to work with the City of Emily and the Emily City Council on the Emily Manganese Project and North Star will keep the Emily City Council apprised of developments of the Project.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Rick Sandri

Henry (Rick) Sandri, Ph.D., Director
North Star Manganese Inc

North Star Manganese, Inc
121 Washington Ave. N, 2nd Floor
Minneapolis, Minnesota 55401
Cell 1-651-788-3775
hs@electricmetals.com

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA
RESOLUTION NO. 24-49**

RESOLUTION ACCEPTING DONATION TO THE CITY

WHEREAS, the City of Emily is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
GoNorthMn/Sketches of Minnesota (Town of Fairfield Responsible Authority)	\$856.12

WHEREAS, the terms or conditions of the donations, if any, are as follows:

<u>Donation Number</u>	<u>Terms or Conditions</u>
24-49	Emily Lakes and Rivers Protection

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EMILY, MINNESOTA AS FOLLOWS:

1. The following donations are accepted and shall be used as follows: \$856.12 to Emily Lakes and Rivers Protection.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Passed by the City Council of Emily, Minnesota this 12th day of November, 2024.

Tracy Jones, Mayor

Attested:

Cari Johnson, City Clerk/Treasurer

CITY OF EMILY

RESOLUTION # 2024-48

RESOLUTION TO CERTIFY RESULTS OF THE TUESDAY, NOVEMBER 5, 2024 ELECTION (CANVASSING OF THE GENERAL ELECTION)

WHEREAS: The City of Emily held an election for the office of Mayor and two Council Members on Tuesday, November 5, 2024, during the General Election with 740 persons voting, this includes 163 Absentee votes.

WHEREAS: On this 12th day of November, 2024 the City Council has met to canvass said election results;

WHEREAS: The votes tabulated at said election were:

<u>MAYOR</u>	<u>VOTES</u>	<u>COUNCIL MEMBER</u>	<u>VOTES</u>
<u>TRACY JONES</u>	<u>436</u>	<u>DANIEL BRENNAN</u>	<u>353</u>
<u>ROGER "BUDDY" LUND</u>	<u>252</u>	<u>GERHART "GARY" HANSON</u>	<u>349</u>
<u>WRITE IN</u>	<u>9</u>	<u>BRYCE L. BUTCHER</u>	<u>257</u>
		<u>BRENT NOLBY</u>	<u>181</u>
		<u>WRITE IN</u>	<u>5</u>

Abstract of Votes Cast in the Precincts of the City of Emily is attached.

THEREFORE BE IT RESOLVED by the Emily City Council that the official election results for the office of Mayor for the term of 2025-2026 shall be TRACY JONES.

BE IT FURTHER RESOLVED by the Emily City Council that the official election results for the offices of Council Member for the term of 2025-2028 shall be DANIEL BRENNAN and GERHART "GARY" HANSON.

Adopted this 12th day of November, 2024.

Tracy Jones, Mayor

Attest: Cari Johnson, MCMC, Clerk-Treasurer

Abstract of Votes Cast
In the Precincts of the City of Emily
State of Minnesota
at the State General Election
Held Tuesday, November 5, 2024
as compiled from the official returns.

Summary of Totals
City of Emily
Tuesday, November 5, 2024 State General Election

Number of persons registered as of 7 a.m.	773
Number of persons registered on Election Day	62
Number of accepted regular, military, and overseas absentee ballots and mail ballots	163
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	740

Summary of Totals
City of Emily
Tuesday, November 5, 2024 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Emily)	NP	Roger "Buddy" Lund	NP	Tracy Jones	WI	WRITE-IN
		252		436		9
Council Member (Emily) (Elect 2)	NP	Gerhart "Gary" Hanson	NP	Bryce L. Butcher	NP	Daniel Brennan
		349		257		353
					WI	WRITE-IN
						5

Detail of Election Results
City of Emily
Tuesday, November 5, 2024 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
18 0115 : EMILY CITY	773	62	740
City of Emily Total:	773	62	740

Detail of Election Results
 City of Emily
 Tuesday, November 5, 2024 State General Election

Office Title: Mayor (Emily)

Precinct	NP	NP	NP	WI
	Roger "Buddy" Lund	Tracy Jones		WRITE-IN
18 0115 : EMILY CITY	252	436		9
Total:	252	436		9

Office Title: Council Member (Emily) (Elect 2)

Precinct	NP	NP	NP	NP	WI
	Gerhart "Gary" Hanson	Bryce L. Butcher	Brent Nolby	Daniel Brennan	WRITE-IN
18 0115 : EMILY CITY	349	257	181	353	5
Total:	349	257	181	353	5

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 5, 2024

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Emily Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2024.

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

State of Minnesota
City of Emily

I, _____, Clerk of the City of Emily do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Emily State General Election held on Tuesday, November 5, 2024.

Witness my hand and official seal of office this _____ day of _____, 2024.

Crow Wing County *Tape # 2*
2024 Crow Wing State General Election
Tuesday, November 5, 2024

Tabulator Name
0115 - Emily City

Tabulator ID
21

Voting Location
0115 - Emily City

Voting Location ID
175

Total Cast : 577
Total Voters : 577

Ballot ID: 4031, Ballot Name: 4031
Ballots Cast : 577

=====

Precinct
0115 - Emily City
Voters: 577
Ballots Cast: 577

President and Vice President (1)
Donald J. Trump and JD Vance
(REP) : 418
Kamala D. Harris and Tim Walz
(DFL) : 152
Chase Oliver and Mike ter Maat
(LIB) : 0
Robert F. Kennedy Jr. and
Nicole Shanahan (WTP) : 1
Jill Stein and Samson Kpadenou
(GP) : 1
Claudia De la Cruz and Karina
Garcia (SL) : 0
Rachele Fruit and Dennis
Richter (SWP) : 0
Cornel West and Melina Abdullah
(JFA) : 0
Shiva Ayyadurai and Crystal
Ellis (IND) : 0
Write-in : 2
Total Votes : 574
Number of Overvotes : 1
Number of Undervotes : 2

United States Senator (1)
Royce White (REP) : 360
Rebecca Whiting (LIB) : 9
Amy Klobuchar (DFL) : 194
Joyce Lynne Lacey (IA) : 5
Write-in : 1
Total Votes : 569
Number of Overvotes : 0
Number of Undervotes : 8

United States Representative District
8 (1)
Jen Schultz (DFL) : 143

United States Representative District
8 (1)
Jen Schultz (DFL) : 143
Pete Stauber (REP) : 417
Write-in : 1
Total Votes : 561
Number of Overvotes : 0
Number of Undervotes : 16

State Representative District 6A (1)
Ben Davis (REP) : 422
Earl Butenhoff (DFL) : 137
Write-in : 0
Total Votes : 559
Number of Overvotes : 0
Number of Undervotes : 18

Constitutional Amendment (1)
Yes : 385
No : 167
Total Votes : 552
Number of Overvotes : 0
Number of Undervotes : 25

County Commissioner District 5 (1)
Johnna Johnson : 211
Jamie Lee : 297
Write-in : 3
Total Votes : 511
Number of Overvotes : 0
Number of Undervotes : 66

Soil and Water Conservation
Supervisor District 1 (1)
Leonard Koering : 373
Write-in : 4
Total Votes : 377
Number of Overvotes : 0
Number of Undervotes : 200

Soil and Water Conservation
Supervisor District 4 (1)
JoAnn Weaver : 368
Write-in : 5
Total Votes : 373
Number of Overvotes : 0
Number of Undervotes : 204

Soil and Water Conservation
Supervisor District 5 (1)
Harvey "Jim" Chamberlin : 365
Write-in : 5
Total Votes : 370
Number of Overvotes : 0
Number of Undervotes : 207

Mayor - Emily (1)
Roger "Buddy" Lund : 199
Tracy Jones : 338
Write-in : 9
Total Votes : 546
Number of Overvotes : 0
Number of Undervotes : 31

Council Member - Emily (2)
Gerhart "Gary" Hanson : 283
Bryce L. Butcher : 203
Brent Nolby : 144
Daniel Brennan : 278
Write-in : 5
Total Votes : 913
Number of Overvotes : 2
Number of Undervotes : 2

Council Member - Emily (2)	
Gerhart "Gary" Hanson	: 283
Bruce L. Butcher	: 203
Brent Nolby	: 144
Daniel Brennan	: 278
Write-in	: 5
Total Votes	: 913
Number of Overvotes	: 2
Number of Undervotes	: 239

School Board Member - ISD No. 182 (3)	
Steve Hudson Cotariu	: 123
Casey Kannel	: 111
Hannah Wesner	: 196
Mark Taylor	: 186
Michael Domin	: 121
Laura Lee	: 221
Write-in	: 6
Total Votes	: 964
Number of Overvotes	: 0
Number of Undervotes	: 767

School District Question - ISD No. 182 (1)	
Yes	: 185
No	: 359
Total Votes	: 544
Number of Overvotes	: 1
Number of Undervotes	: 32

Hospital District Board Member - At Large (1)	
Jonathan (Jon) Wittnebel	: 331
Write-in	: 5
Total Votes	: 336
Number of Overvotes	: 0
Number of Undervotes	: 241

Chief Justice (1)	
Natalie E. Hudson	: 220
Stephen A Emery	: 201
Write-in	: 2
Total Votes	: 423
Number of Overvotes	: 0
Number of Undervotes	: 154

Associate Justice 6 (1)	
Karl Procaccini	: 185
Matthew R. Hanson	: 231
Write-in	: 2
Total Votes	: 418
Number of Overvotes	: 0
Number of Undervotes	: 159

Associate Justice 5 (1)	
Anne McKeig	: 314
Write-in	: 6
Total Votes	: 320
Number of Overvotes	: 0
Number of Undervotes	: 257

Court of Appeals Judge 12 (1)	
Jonathan R. Woolsey	: 212
Diane B. Bratvold	: 194
Write-in	: 0
Total Votes	: 406
Number of Overvotes	: 0
Number of Undervotes	: 171

Court of Appeals Judge 2 (1)	
Jon Schmidt	: 315
Write-in	: 2

Court of Appeals Judge 2 (1)
Jon Schmidt : 315
Write-in : 3
Total Votes : 318
Number of Overvotes : 0
Number of Undervotes : 259

Court of Appeals Judge 3 (1)
Sarah Wheelock : 315
Write-in : 4
Total Votes : 319
Number of Overvotes : 0
Number of Undervotes : 258

Court of Appeals Judge 4 (1)
Tracy Smith : 309
Write-in : 4
Total Votes : 313
Number of Overvotes : 0
Number of Undervotes : 264

Court of Appeals Judge 6 (1)
Renee L. Worke : 311
Write-in : 4
Total Votes : 315
Number of Overvotes : 0
Number of Undervotes : 262

Court of Appeals Judge 8 (1)
Keala Christian Ede : 307
Write-in : 4
Total Votes : 311
Number of Overvotes : 0
Number of Undervotes : 266

Court of Appeals Judge 14 (1)
Elise Larson : 308
Write-in : 4
Total Votes : 312
Number of Overvotes : 0
Number of Undervotes : 265

9th District Court Judge 3 (1)
David F. Hermerding : 309
Write-in : 4
Total Votes : 313
Number of Overvotes : 0
Number of Undervotes : 264

9th District Court Judge 7 (1)
John G. Melbye : 306
Write-in : 4
Total Votes : 310
Number of Overvotes : 0
Number of Undervotes : 267

9th District Court Judge 9 (1)
Heidi M. Chandler : 308
Write-in : 4
Total Votes : 312
Number of Overvotes : 0
Number of Undervotes : 265

9th District Court Judge 10 (1)
Christopher J. Strandlie : 306
Write-in : 5
Total Votes : 311
Number of Overvotes : 0
Number of Undervotes : 266

9th District Court Judge 13 (1)
Erik J. Askegaard : 309

9th District Court Judge 13 (1)
Erik J. Askegaard : 309
Write-in : 4
Total Votes : 313
Number of Overvotes : 0
Number of Undervotes : 264

9th District Court Judge 24 (1)
Annie Claesson-Huseby : 307
Write-in : 4
Total Votes : 311
Number of Overvotes : 0
Number of Undervotes : 266

#####

Poll closed
Tuesday Nov 5 20:08:19 2024

Unit Model: ICE (2.3)
Unit Serial: AAFEBHX0845
Protective Counter: 5346
Software Version: 5.5.6.5

Certification

We the undersigned election judges hereby certify

- that the national flag of the United States was displayed on a suitable staff during voting hours;
- that the number of ballots entered on the summary statement correctly show the number of votes cast for each candidate;
- that the order of the offices and questions to be voted on and the candidates' names on the ballots was the same on the zero tape and the sample ballot;
- that the number of ballots entered on the summary statement correctly show the number of ballots in the transfer case;
- that the ballots have been counted and agree with the number of names as shown on the summary statement or that any discrepancy has been noted on the incident report;
- that the number of excess ballots, if any, is recorded on the summary statement;
- that all ballots requiring duplication were duplicated and are in the proper envelope;
- that the number of write-in votes

- that the number of write-in votes for each office has been properly recorded, if this process was done at the polling place;

- that all ballots used in the election and all ballots that have been duplicated have been placed in the transfer case and the case was securely sealed with an official seal in such a manner as to render it impossible to open the case without breaking the seal; and

- that the numbers of any seals used to seal the transfer case or cases are recorded on the summary statement.

=====

Precinct Summary Statement

Municipality : Emily

Ward _____ : Precinct 0115

CF1 Door Seal : # 302658

CF2 Door Seal : # 302659

Printer Seal : # 302660

Number of Election Judges who worked in this precinct : 7

Number of Voting Booths in this precinct: 14

Registration Statistics

Number of persons registered at 7 a.m. : 1,773

Number of new registrants on election day : 2, 51

Ballots delivered to the precinct

Ballots delivered as certified by the clerk : 3, 700

Ballots count adjustment from incident log (+/-) : 4, 0

Number of unofficial ballots made : 5, 0

Total number of ballots delivered to precinct (3+4+5 = A) : A, 700

Ballots not in the ballot box

Number of spoiled ballots : 6, 6

Number of originals for which duplicates

Number of originals
for which duplicates
were made : 7. 0

Number of
unused ballots : 8. 117

Total number of ballots
not in the ballot box
(6+7+8 = B) : B. 123

Ballots cast in the ballot box

Number of signatures on roster
(preregistered + EDR)
Or receipts : 9. 576

Total number of ballots
in the ballot box
(= persons voting) : C. 577

Ballots returned to Auditor/Clerk

Ballots returned from the
precinct (B + C = D) : D. 700

Difference for auditor/clerk
notation on delivery record
(A - D = E) : E. 0

Number of
Excess Ballots : 0
302577

Carin Tolbach
Election Judge Signature

Ann Whit
Election Judge Signature

Lynn Bartel
Election Judge Signature

Nyx
Election Judge Signature

Jane Davis
Election Judge Signature

#####

LOCAL WRITE-IN TALLY SHEET - ELECTION DAY
CITY **All Write-Ins Counted
November 5, 2024

OFFICE	NAME	NO. OF VOTES
City Council	Donnie Anderson	1
City Council	Benny Spah	1
City Council	Keith Petron	1
Mayor	Pat Redding	1
Mayor	Pat Gibbs	1
City Council 1	Joe Frank	1
Mayor	Gehint 'Gary' Johnson ^{Hanson}	
Mayor	Johnson, Hanson	_____
Mayor	Amenda Hughs	1
City Council	Bud Lund	1
Mayor	TJ Metkowski	1
City Council	TJ Metkowski	1

Jane Davis
Election Judge

Lynn Bartel
Election Judge

Election Summary Report

General Election

Crow Wing County

November 05, 2024

Summary for: All Contests, 0115 - Emily City, All Tabulators, Absentee
2024 State General Election Unofficial Results

Precincts Reported: 0 of 1 (0.00%)

Registered Voters: 163 of 763 (21.36%)

Ballots Cast: 163

President and Vice President (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	4	
Overvotes	0	

Candidate	Party	Total
Donald J. Trump and JD Vance	REP	95
Kamala D. Harris and Tim Walz	DFL	62
Chase Oliver and Mike ter Maat	LIB	1
Robert F. Kennedy Jr. and Nicole Shanahan	WTP	0
Jill Stein and Samson Kpadenou	GP	0
Claudia De la Cruz and Karina Garcia	SL	0
Rachele Fruit and Dennis Richter	SWP	0
Cornel West and Melina Abdullah	JFA	0
Shiva Ayyadurai and Crystal Ellis	IND	0
Write-in		1
Total Votes		159

Total

United States Senator (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	3	
Overvotes	0	
Candidate	Party	Total
Rebecca Whiting	LIB	2
Amy Klobuchar	DFL	66
Joyce Lynne Lacey	IA	0
Royce White	REP	92
Write-in		0
Total Votes	160	
	Total	

United States Representative District 8 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	5	
Overvotes	0	
Candidate	Party	Total
Jen Schultz	DFL	61
Pete Stauber	REP	97
Write-in		0
Total Votes	158	
	Total	

State Representative District 6A (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	8	
Overvotes	0	
Candidate	Party	Total
Ben Davis	REP	103
Earl Butenhoff	DFL	52
Write-in		0
Total Votes	155	
	Total	

Constitutional Amendment (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	8	
Overvotes	0	
Candidate	Party	Total
Yes		123
No		32
Total Votes		155
	Total	

County Commissioner District 5 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	29	
Overvotes	0	
Candidate	Party	Total
Johnna Johnson		55
Jamie Lee		79
Write-in		0
Total Votes		134
	Total	

Soil and Water Conservation Supervisor District 1 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	67	
Overvotes	0	
Candidate	Party	Total
Leonard Koering		96
Write-in		0
Total Votes		96
	Total	

Soil and Water Conservation Supervisor District 4 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		63	
Overvotes		0	
Candidate	Party	Total	
JoAnn Weaver		100	
Write-in		0	
Total Votes		100	
		Total	

Soil and Water Conservation Supervisor District 5 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		65	
Overvotes		0	
Candidate	Party	Total	
Harvey "Jim" Chamberlin		98	
Write-in		0	
Total Votes		98	
		Total	

Mayor - Emily (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		12	
Overvotes		0	
Candidate	Party	Total	
Roger "Buddy" Lund		53	
Tracy Jones		98	
Write-in		0	
Total Votes		151	
		Total	

Council Member - Emily (Vote for 2)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	94	
Overvotes	0	
Candidate	Party	Total
Gerhart "Gary" Hanson		66
Bryce L. Butcher		54
Brent Nolby		37
Daniel Brennan		75
Write-in		0
Total Votes		232
	Total	

School Board Member - ISD No. 182 (Vote for 3)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	258	
Overvotes	0	
Candidate	Party	Total
Mark Taylor		45
Michael Domin		30
Laura Lee		55
Steve Hudson Cotariu		25
Casey Kannel		21
Hannah Wesner		55
Write-in		0
Total Votes		231
	Total	

School District Question - ISD No. 182 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	13	
Overvotes	0	
Candidate	Party	Total
Yes		60
No		90
Total Votes		150
	Total	

Hospital District Board Member - At Large (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	79	
Overvotes	0	
Candidate	Party	Total
Jonathan (Jon) Wittnebel		84
Write-in		0
Total Votes		84
	Total	

Chief Justice (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	50	
Overvotes	0	
Candidate	Party	Total
Natalie E. Hudson		57
Stephen A Emery		56
Write-in		0
Total Votes		113
	Total	

Associate Justice 6 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	52	
Overvotes	0	
Candidate	Party	Total
Karl Procaccini		49
Matthew R. Hanson		62
Write-in		0
Total Votes		111
	Total	

Associate Justice 5 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	73	
Overvotes	0	
Candidate	Party	Total
Anne McKeig		89
Write-in		1
Total Votes		90
	Total	

Court of Appeals Judge 12 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	54	
Overvotes	0	
Candidate	Party	Total
Jonathan R. Woolsey		60
Diane B. Bratvold		49
Write-in		0
Total Votes		109
	Total	

Court of Appeals Judge 2 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	80	
Overvotes	0	
Candidate	Party	Total
Jon Schmidt		82
Write-in		1
Total Votes		83
	Total	

Court of Appeals Judge 3 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		79	
Overvotes		0	
Candidate	Party	Total	
Sarah Wheelock		83	
Write-in		1	
Total Votes		84	
		Total	

Court of Appeals Judge 4 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		80	
Overvotes		0	
Candidate	Party	Total	
Tracy Smith		82	
Write-in		1	
Total Votes		83	
		Total	

Court of Appeals Judge 6 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		79	
Overvotes		0	
Candidate	Party	Total	
Renee L. Worke		83	
Write-in		1	
Total Votes		84	
		Total	

Court of Appeals Judge 8 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		81	
Overvotes		0	
Candidate	Party	Total	
Keala Christian Ede		82	
Write-in		0	
Total Votes		82	
		Total	

Court of Appeals Judge 14 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		80	
Overvotes		0	
Candidate	Party	Total	
Elise Larson		82	
Write-in		1	
Total Votes		83	
		Total	

9th District Court Judge 3 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		81	
Overvotes		0	
Candidate	Party	Total	
David F. Hermerding		82	
Write-in		0	
Total Votes		82	
		Total	

9th District Court Judge 7 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	83	
Overvotes	0	
Candidate	Party	Total
John G. Melbye		80
Write-in		0
Total Votes		80
	Total	

9th District Court Judge 9 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	80	
Overvotes	0	
Candidate	Party	Total
Heidi M. Chandler		83
Write-in		0
Total Votes		83
	Total	

9th District Court Judge 10 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

	Total	
Times Cast	163 / 763	21.36%
Undervotes	82	
Overvotes	0	
Candidate	Party	Total
Christopher J. Strandlie		81
Write-in		0
Total Votes		81
	Total	

9th District Court Judge 13 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		78	
Overvotes		0	
Candidate	Party	Total	
Erik J. Askegaard		85	
Write-in		0	
Total Votes		85	
		Total	

9th District Court Judge 24 (Vote for 1)

Precincts Reported: 0 of 1 (0.00%)

		Total	
Times Cast		163 / 763	21.36%
Undervotes		80	
Overvotes		0	
Candidate	Party	Total	
Annie Claesson-Huseby		83	
Write-in		0	
Total Votes		83	
		Total	

CITY CLERK'S CERTIFICATE OF OFFICERS ELECTED

**CITY CLERK'S OFFICE – CITY OF EMILY
CROW WING COUNTY, MINNESOTA
NOVEMBER 12, 2024 – CANVASSING DATE**

CITY OF EMILY – 2024 MUNICIPAL ELECTION RESULTS

To: Jory Danielson, Crow Wing County Administrative Services Director - Brainerd, Minnesota

I, Cari Johnson, the undersigned clerk of the City named above and custodian of its records, do hereby certify that the following is a correct and complete list of City officers elected at the City Election in said City on Tuesday, November 5, 2024 as well as the City Officers who hold over from a previous election as shown opposite the name of each officer listed below.

<u>POSITION</u>	<u>OFFICER</u>	<u>ELECTED</u>	<u>LENGTH OF TERM</u>
MAYOR	<u>TRACY JONES</u>	2024	2025-2026
COUNCIL MEMBER	<u>DANIEL BRENNAN</u>	2024	2025-2028
COUNCIL MEMBER	<u>GERHART "GARY" HANSON</u>	2024	2025-2028
COUNCIL MEMBER	<u>GREGORY KOCH</u>	2022	2023-2026
COUNCIL MEMBER	<u>ANDREW D. HEMPHILL</u>	2022	2023-2026

CANVASSING OF ELECTION RESULTS: 11/12/2024
(Day / Month / Year)

DURING A REGULAR COUNCIL MEETING THE FOLLOWING NEW COUNCIL MEMBERS WERE ACCEPTED:

MAYOR:	TRACY JONES	(2YR)	2025-2026
COUNCIL:	DANIEL BRENNAN	(4YR)	2025-2028
COUNCIL:	GERHART "GARY" HANSON	(4YR)	2025-2028

Dated this 12th day of November, 2024.

Cari Johnson, MCMC, City Clerk/Treasurer

Amy Prokott, Deputy Clerk, City of Emily

From: Pietrzak, Crystal (DPS) <crystal.pietrzak@state.mn.us>
Sent: Thursday, November 7, 2024 11:05 AM
To: Amy Prokott, Deputy Clerk, City of Emily
Subject: RE: Liquor License info

Nope the license can't be valid from December 15 2024 to December 31 2025.

The business would only have their liquor license from December 15 2024 to December 31 2024 and then would have to renew for the 2025 year. After the business has been approved and entered into our database I will email you their renewal right away

Crystal Pietrzak, Licensing Specialist

MN DPS Alcohol & Gambling Enforcement
445 Minnesota St. Suite 1600 | Saint Paul, MN 55101
651-201-7510 (Direct) | 651-297-5259 (Fax) | Crystal.Pietrzak@state.mn.us

<https://dps.mn.gov/divisions/age/>



THIS COMMUNICATION MAY CONTAIN CONFIDENTIAL AND/OR OTHERWISE PROPRIETARY MATERIAL and is thus for use only by the intended recipient. If you received this in error, please contact the sender and delete the e-mail and its attachments from all computers.

From: Amy Prokott, Deputy Clerk, City of Emily <deputyclerk@emily.net>
Sent: Thursday, November 7, 2024 11:00 AM
To: Pietrzak, Crystal (DPS) <crystal.pietrzak@state.mn.us>
Subject: RE: Liquor License info

Hi Crystal –

Just following up on my previous email.

All of our liquor licenses expire on December 31st of each year and the closing date is so close to when the license expires, is there a way the new liquor license could be valid from December 15 2024 to December 31, 2025?

Or do we need to wait until the new license is in the system after December 15 to start the renewal for 2025?

Thank you!

Respectfully,

Amy Prokott | Deputy Clerk | City of Emily

Effecting Positive Change

deputyclerk@emily.net

CITY OF EMILY
2024 LIQUOR LICENSE APPLICATION INFORMATION

Applying for: On Sale and/or Off Sale Liquor License

Under the Minnesota Government Data Practices and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest:

The license agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service:

Failing to supply this information may jeopardize or delay the issuance of your license or the processing of your renewal.

PLEASE FILL IN THE FOLLOWING INFORMATION AND RETURN THIS FORM ALONG WITH THE APPLICATION FEES TO THE CITY OFFICE.

HIHWAY 6 LLC DBA LOG CABIN
Name of Business license is being applied for Renewal Date

40012 MN-6 EMILY MN 56447
Business Address City State Zip

ARKANSW MATHEW
Applicant's Last Name First Name Social Security #

MEDINA MN 55340
Mailing Address City State Zip

33-1708029
MN Tax Identification # Federal Tax Identification #

[Signature] CEO 11/7/24
Signature Title Date

Please return this form with the fees due plus a copy of your liquor liability insurance policy.

License Applicant MUST describe where service will be (example; patio seating, deck seating, backyard, horseshoe pits, outdoor bar, etc.). The State of MN recognizes premises address as the confines of the building.

SAME AS CURRENT LOG CABIN OFF-SALE



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License EMERY / CRAWWING License Period From: DECEMBER 2024 To: 12/31/2024

Circle One: New License License Transfer _____ Suspension _____ Revocation _____ Cancel _____
(former licensee name) (Give dates)

License type: (check all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 1200 Sunday License fee: \$ 200 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: HIGHWAY 6 LLC DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name THE LOG CABIN Business Address 40012 MN-6 City EMERY

Zip Code 56447 County CRAWWING Business Phone _____ Home Phone _____

Home Address _____ City MEDINA

Licensee's Federal Tax ID # 33-1708029 Licensee's MN Tax ID# _____
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

<u>MATTHEW ATKINSON</u>	DOB _____	Social Security # _____	<u>MEDINA, MN 55340</u>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>HUGH ATKINSON</u>	DOB _____	Social Security # _____	<u>PORT ORANGE, FL 32127</u>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>BENWIG ATKINSON</u>	DOB _____	Social Security # _____	<u>YANCOUVER, WA 98683</u>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Yes No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: _____ Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

ON SALE INTOXICATING LIQUOR LICENSEES ONLY, must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7507, or visit our website at <https://dps.mn.gov/divisions/age/Pages/default.aspx>



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 OFFICE (651) 201-7510 FAX (651) 297-5259 TTY (651) 282-6555
 DPS.MN.GOV

APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE
 No license will be approved or released until the \$20 Retailer ID Card fee is received

PLEASE COMPLETE THIS APPLICATION IN ITS ENTIRETY.
INCOMPLETE APPLICATIONS WILL BE RETURNED WITHOUT ACTION.

Licensee's MN Sales and Use Tax ID # _____ To apply for a MN sales and use tax ID #, call (651) 296-6181
 Licensee's Federal Tax ID # 33-1708029 Licensees must register with the Federal Tax and Trade Bureau (TTB),
 for information call (513) 684-2979 or 1-800-937-8864

Applicant:

Licensee Name (Business, Partnership, Corporation) <u>HIGHWAY 6 LLC</u>	Business Name (DBA) <u>LOG CABIN BAR</u>	Social Security #
Physical Business Address <u>40012 HW-6</u>	License Period From <u>12/1/24</u> To <u>12/31/24</u>	DOB (Individual Applicant)
City <u>EMILY</u>	County <u>CROW WING</u>	State <u>MN</u>
E-mail Address	Business Phone Number	Zip Code <u>56447</u>
		Applicant's Home Phone # <u>-</u>

If a Corporation, LLC, or Partnership - state name, date of birth, Social Security # address, title, and Percent Owned by each officer.

Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
<u>MATTHEW HUGH ATKINSON</u>			<u>CEO</u>	<u>33%</u>	<u>MEDINA, MN 55370</u>
<u>HUGH MILES ATKINSON</u>			<u>PARTNER</u>	<u>33%</u>	<u>PORT ORANGE, FL 32129</u>
<u>BENNIE ATKINSON</u>			<u>PARTNER</u>	<u>33%</u>	<u>VANCOUVER, WA 98683</u>
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code

- If a corporation, date of incorporation OCT 2024, state incorporated in MINNESOTA If a subsidiary of any other corporation, so state _____
 If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota?
 Yes No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state. ENTIRE BUILDING
- Is establishment located near any state university, state hospital, training school, reformatory or prison?
 Yes No. If yes, state approximate distance. _____
- Name and address of building owner WILL BE HIGHWAY 6 LLC UPON CLOSING IN DECEMBER 2024
 Has owner of building any connection, directly or indirectly, with applicant? Yes No

5. Is/are applicant(s), a member of the governing body of the municipality in which this license is to be issued?
 Yes No If Yes, in what capacity? _____
6. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?
 Yes No If yes, give name and address of establishment. _____
7. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? Yes No
8. State whether applicant has or will be granted, an On Sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. Yes No Will be granted
9. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. Yes No Will be granted
10. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality.

11. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)?
12. If this license is being issued by a County Board, is it located in an organized township?
If so, attach township approval.

Violations

1. Has applicant(s) had a liquor license revoked in the last 5 years; Yes No If so, give dates and details.

2. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere? Yes No
 If yes, give dates, charges and final outcome _____

3. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. Yes No If yes, attach a copy of the summons.

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any felonies or municipal ordinances relating to intoxicating liquor except as follows:

Police/Sheriff's Department

Title

Signature

County Attorney's Signature

Insurance (ATTACH CERTIFICATE OF INSURANCE TO THIS FORM)

Licensee must obtain one of the following PER Minnesota Statute 340A.409:

Check one:

- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.

Please review Insurance Certificate before submitting:

Must be Certificate of Insurance (Declarations or Binders not accepted)

Licensee name on this application and the Insurance Certificate must match EXACTLY.

Must provide physical address of licensed location (No PO Boxes accepted)

Dates of coverage must cover the entire license period.

or

- B. A surety bond from a surety company with minimum coverage as specified in A.

or

- C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry. A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

Workers compensation insurance company: Name _____

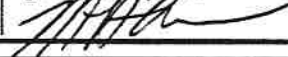
Policy # _____ Number of employees: _____

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

MATTHEW ATKINSON

Signature of Applicant



Date

11/7/24



Alcohol & Gambling Enforcement Division
445 Minnesota Street, Suite 1600
St. Paul, MN 55101-5133
(651) 201-7507

Background Investigation Inquiry

1.) Name of Business: HIGHWAY 6 LLC DBA THE LOG CABIN

2.) Business Address: 40012 MN-6
EMILY Street MN 56447
City State Zip

3.) Telephone Number: () 4.) Federal I.D. #

5.) IS BUSINESS A:

LLC Corporation (mark appropriate box)

Check type of Corporation: Date of Incorporation: OCT. 2024

Subchapter S Corporation

Publicly Traded Corporation

Closely held Corporation

State of Incorporation: MN

Partnership (attach partnership agreement)

Sole proprietorship

6.) HAS THIS COMPANY EVER BEEN LICENSED BY ANY GOVERNMENT AGENCY FOR THE PURPOSE OF THE MANUFACTURE, IMPORT OR SALES OF ALCOHOLIC BEVERAGES? (CIRCLE) Yes No

If yes provide the following information for all licenses issued: date licensed; type of license held; agency issuing license; and state or jurisdiction where license was issued.

(use additional paper if necessary)

7.) HAS THE COMPANY EVER HAD ANY ACTION TAKEN AGAINST AN ALCOHOLIC BEVERAGE LICENSE BY ANY AGENCY? (CIRCLE) Yes No If answered yes, explain and provide current status.

 Fined _____
 Suspended _____
 Revoked _____
 Other Action _____
(use additional paper if necessary)

8.) HAS THE COMPANY FILED OR BEEN INVOLVED IN BANKRUPTCY (OTHER THAN AS A CREDITOR) OR BEEN CHARGED WITH A CRIMINAL VIOLATION RELATED TO THE MANUFACTURE, IMPORT OR SALE OF ALCOHOLIC BEVERAGES?

If yes - explain and provide current status.

 yes no Bankruptcy _____
 yes no Criminal _____
(use additional paper if necessary)

9.) OTHER LICENSING

Have you ever had a sales and use tax permit revoked or canceled? YES NO
Have you ever had any other license or permit revoked, denied or canceled? YES NO
Have you ever failed to pay any liquor tax to any regulatory agency? YES NO

If "yes" to any of the above, provide complete details below.

(attach additional sheets if necessary)

10.) RECORD KEEPING

A.) Where are the financial books and records for this business kept?

ATTORNEY ANDREW BREWER
Who maintains these records?

PRCHAL GROUP - 3rd PARTY CPA
Who prepares the tax returns, government forms and reports?

B.) Does the applicant maintain an office within Minnesota?

(Circle) Yes No

If yes, answer the following questions:

- Mailing address of office: Medina, MN 55340
- Street address of office: "
- Name of manager: MATTHEW ATKINSON
- Telephone Number of office: (612) 218-6924
- Email address

11.) LIST ALL FINANCIAL INSTITUTIONS IN WHICH THE BUSINESS MAINTAINS OPERATING AND INVESTMENT ACCOUNTS. *NOT YET SETTING UP UPON CLOSING.*

Institution	Address	Phone	Account Number
FIRST NATIONAL BANK NORTH	35197 CO. RD. 3, CROSSLAKE, MN	56442	
		218-692-4472	

(use additional sheets in necessary)

12.) LIST THE SOURCE(S) AND AMOUNTS OF ALL OUTSTANDING BUSINESS LOANS. PROVIDE THE FOLLOWING: *N/A*

CREDITOR NAME	CREDITOR ADDRESS	LOAN AMOUNT	LOAN NUMBER
<i>N/A</i>			

(use additional sheets if necessary)

13.) PLEASE CHECK THE APPROPRIATE BOX AND PROVIDE THE INFORMATION REQUESTED BELOW CONCERNING: (use additional sheets if necessary)

- Sole proprietorship*
- Limited and general partners*
- All shareholders in Sub-Chapter S and Closely Held Corporations*
- All shareholders owning 5% or more of the stock either directly or indirectly*
- All corporate officers and directors*
- Any person(s) holding an option to purchase the business*

Legal Name	Address	Title	Date of Birth	Social Security #	% Owned
MATTHEW ATKINSON					33%
HUGH ATKINSON					33%
BENNIE ATKINSON 147					33%

(use additional sheets if necessary)

***EACH OF THESE INDIVIDUALS WITH MORE THAN 5% INTERST IN COMPANY MUST SUBMIT A PERSONAL HISTORY STATEMENT WITH THIS FORM.**

ATTACHED WITH MATTHEW, HUGH & BENNIE ATKINSON

14.) IDENTIFY ANY PERSON LISTED ABOVE THAT HAS ANY FINANCIAL INTEREST IN ANY OTHER ALCOHOLIC BEVERAGE LICENSE OR BUSINESS ACTIVITY.

Name	Business	Address
N/A		

(use additional sheets if necessary)

15.) PROVIDE THE NAMES OF ALL EMPLOYEES HOLDING MANAGEMENT POSITIONS:*

Legal Name	Address	Title	Date of Birth	Social Security #
Matthew Adkinson		CEO	11	

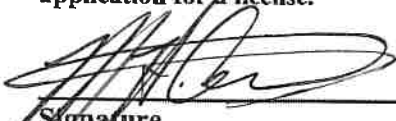
(use additional sheets if necessary)

***EACH OF THESE INDIVIDUALS WITH MORE THAN 5% INTEREST IN COMPANY MUST SUBMIT A PERSONAL HISTORY STATEMENT WITH THIS FORM.**

ATTACH THE FOLLOWING DOCUMENTS TO THIS FORM:

- 1.) Personal history and financial statements history for anyone listed in Section 15
- 2.) FEDERAL AND STATE TAX RETURNS, FINANCIAL HISTORY OF BUSINESS; (TO INCLUDE BANK STATEMENTS TO SHOW FINANCIAL ORIGINS OF BUSINESS)
- 3.) If involved with a partnership or corporation;
 - a.) Articles of incorporation ✓
 - b.) List of officers and board of directors or partners ✓
 - c.) List of stockholders ✓
 - d.) Partnership agreement ✓

I certify that all statements made by the applicant in this document are true, complete and correct to the best of knowledge and belief and are made by me in good faith. I also understand that an investigation will be conducted to insure the applicant meets the criteria for a license as established by the Minnesota state law and department regulations. By signing this application I am also agreeing to pay for all costs incurred by the department in the conducting of an investigation of this application for a license.


Signature

10/30/24
Date

(If a corporation, signer must be a corporate officer)

**ORGANIZATIONAL RESOLUTIONS OF THE
BOARD OF GOVERNORS OF
HIGHWAY 6 LLC
ADOPTED IN LIEU OF MEETING**

The undersigned, being all of the members of the first Board of Governors of Highway 6 LLC, a Minnesota limited liability company (“Company”), adopt the following organizational resolutions in writing pursuant to Minn. Stat. Ch. 322C.

I. Articles of Organization

RESOLVED, that the Articles of Organization of the Company, filed with the Minnesota Secretary of State on October 29, 2024, are adopted and approved.

RESOLVED FURTHER, that when received from the Minnesota Secretary of State, the original Articles of Organization and the Certificate of Organization will be inserted in the Company’s minute book and made a permanent part of its records.

II. Bylaws

RESOLVED, that the Bylaws reviewed by the undersigned are adopted as the Bylaws of the Company; and that the Secretary of the Company shall certify to such adoption as of this date.

RESOLVED FURTHER, that the certified original of the Bylaws will be inserted in the Company’s minute book and made a permanent part of its records.

III. Managers

RESOLVED, that the following persons are elected to the position(s) set forth after their respective names, to hold such position(s) until the election and qualification of their respective successors or until their earlier death, resignation, removal, or disqualification:

Name	Position[s]
Matthew Atkinson	Chief Manager and President
Matthew Atkinson	Chief Operating Officer
Matthew Atkinson	Secretary

RESOLVED FURTHER, that all actions of those named above that were previously taken on behalf of the Company in anticipation of election as managers of the Company are ratified, confirmed, and approved.

4. Organizational Expenditures

RESOLVED, that the managers of the Company are authorized to pay all charges and expenses arising out of the organization of the Company and to reimburse any persons who have made any disbursements arising out of the organization of the Company.

5. Membership Interests

RESOLVED, that the Contribution Agreements dated October 29, 2024 wherein Atkinson Family Enterprises LLC has offered to pay to the Company the amount of \$1000 in exchange for a 100% membership interest in the Company, are accepted by the Company.

RESOLVED FURTHER, that the offers mentioned above are accepted and represent a fair value to the Company for a 100% membership interest. The Company shall issue uncertificated interests to the members.

6. Fiscal Year

RESOLVED, that the initial fiscal year of the Company will end December 31, 2024 thereafter the each fiscal year will begin on January 1 and will end on December 31.

7. Banking

RESOLVED, that the Officers of the Company are authorized to designate the authorized depository for the funds of the Company.

8. Contracts and Purchases

RESOLVED, that any contract, lease, or agreement entered into in the name of the Company by person(s) named above as manager(s) of the Company in anticipation of their appointment as a manager of the Company are ratified, confirmed, and approved.

FURTHER RESOLVED, that the Company agrees to assume any contract, lease, or agreement entered by a person in furtherance of the needs and purposes of the Company provided that the terms and conditions of any such contract, lease, or agreement to be assumed by the Company are approved by the Chief Manager, and that the signature of the Chief Manager appearing on any agreement is conclusive evidence of the Chief Manager's approval.

FURTHER RESOLVED, that the Chief Manager, or any vice president, are authorized and directed to enter into any contracts, leases, or agreements for the purchase, lease, or other acquisition of suitable space, furniture, furnishings, supplies, and materials as such Chief Manager or vice president may deem appropriate for the initial organization of the Company and the commencement of the Company's business.

Dated: 10/29/24


Matthew Atkinson, Governor

MINUTES OF MEETING OF ORGANIZER OF HIGHWAY 6 LLC

The Organizer of Highway 6 LLC (the "Company"), held a meeting on October 29, 2024 to discuss the Organization of the Company. The following items were determined:

1. ARTICLES OF ORGANIZATION

The Company was formed on October 29, 2024 by filing of the Articles of Organization with the Minnesota Secretary of State.

2. MEMBERS

The following individuals have submitted subscriptions for membership interest units of the Company:

Atkinson Family Enterprises LLC

3. GOVERNORS

The following individuals are hereby elected to serve as Governors of this Company until the next annual meeting of Members:

Matthew Atkinson

4. COMPANY DOCUMENTS

The Organizer shall cause to be drafted such Company Documents as requested by the Members of the Company. Upon execution by the Members, Governors and Officers, as elected, the Secretary of the Company shall cause such documents to be inserted into the Company Minute Book.

5. AUTHORIZATION

The Governors of the Company are hereby authorized to determine and designate a bank or banks as depository of the Company, to establish one or more bank accounts as necessary, to establish credit arrangements in the name of the Company and on such amounts as deemed necessary for the good of the Company, to make arrangements to issue membership interests certificates, if necessary, to revoke or alter any such designation made pursuant to this section.

The meeting was then adjourned.

ORGANIZER

/s/ Andrew T Brever

Andrew T Brever

Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: Highway 6 LLC

File Number: 1508250000024

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 10/29/2024



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Limited Liability Company/Articles of Organization
Minnesota Statutes, Chapter 322C



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Organization:

ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:

Highway 6 LLC

ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name

Address:

**Atkinson Family
Enterprises LLC**

13098 HAPPY COVE RD CROSSLAKE MN 56442 2762 USA

ARTICLE 3 - DURATION: **PERPETUAL**

ARTICLE 4 - ORGANIZERS:

Name:

Address:

**Andrew Thomas Brever STE A SUITE A 2633 INNSBRUCK DR NEW
BRIGHTON MN 55112 9306 USA**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: **Andrew T Brever**

MAILING ADDRESS: **None Provided**

EMAIL FOR OFFICIAL NOTICES: **abrever@fosterbrever.com**



Work Item 150825000024
Original File Number 150825000024

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
10/29/2024 11:59 PM

Steve Simon

Steve Simon
Secretary of State

**BYLAWS, MEMBERSHIP
AND OPERATING AGREEMENT
OF
HIGHWAY 6 LLC**

A Minnesota Board-Managed Limited Liability Company

These Bylaws, Membership and Operating Agreement (“Agreement”) is effective this 30 day of October, 2024 among the Members as listed in Schedule A (the “Members”).

RECITALS

The undersigned are all of the members of Highway 6 LLC, a Minnesota limited liability company (“Company”); and

Minn. Stat. § 322C.011 provides that an operating agreement may govern the relationship among members of a limited liability company;

Minn. Stat. § 322C.011 also provides that any person that becomes a member of a limited liability company is deemed to assent to the operating agreement; and therefore,

Each of the undersigned Members of the Company, and any person that becomes a Member of the Company after the date of this Agreement, agrees as follows:

**ARTICLE I
DEFINITIONS**

For this Agreement, the following words have the following meanings:

- 1.1 “Act” means the Minnesota Revised Uniform Limited Liability Company Act, Minn. Stat. Ch. 322C, as amended from time to time.
- 1.2 “Agreement” means this Operating Agreement, as amended from time to time, including any Schedules to it.
- 1.3 “Articles of Organization” means the Articles of Organization of the Company, as they may be amended from time to time.
- 1.4 “Board” or “Board of Governors” means the board of governors of the Company.
- 1.5 “Capital Account” means the capital account of a member established and maintained in accordance with Section 3.3.
- 1.6 “Code” means the Internal Revenue Code of 1986, as amended, and any successor thereto. Any reference to specific Sections of the Code is deemed to include a reference to any corresponding provisions of future law.

- 1.7 “Company” means Highway 6 LLC, a Minnesota limited liability company.
- 1.8 “Contribution” means the total amount of money and the value accorded by the Board to property or services contributed (or to be contributed) by a Member as a capital contribution to the Company.
- 1.9 “Distribution” means the distributions to the Members of cash or other assets of the Company made from time to time under this Agreement.
- 1.10 “Estimated Member Tax Liability” means the taxable income and gains of the Company as reported on the Company’s federal partnership tax return for the fiscal year.
- 1.11 “Governor” means a natural person serving on the Board of Governors.
- 1.12 “Majority in Interest” means any Member or group of Members holding an aggregate of more than 50% of the Percentage Interests held by all Members.
- 1.13 “Member” means a member of the Company.
- 1.14 “Membership Unit or Unit” means one of the units of a Member’s ownership interest in the Company.
- 1.15 “Net Profits” and “Net Losses” mean that the profits and losses of the Company as determined for federal income tax purposes as of the close of each of the fiscal years of the Company.
- 1.16 “Officer” means a person elected, appointed, or otherwise designated as an officer by the Board, and any other person considered elected as a manager under the Act or this Agreement.
- 1.17 “Percentage Interest” means the percentage of ownership interest each Member has in the Company, reflected on Schedule A attached to this Agreement, calculated as the number of Membership Units held by such Member, divided by all issued and outstanding Membership Units.
- 1.18 “Regulations” means the Treasury Regulations, including temporary Treasury Regulations, promulgated under the Code, as from time to time in effect.
- 1.19 “Substitute Member” means an assignee of all or part of a Member’s Membership Units that becomes a Member in place of a Transferor in accordance with Article X.
- 1.20 “Super Majority in Interest” means any Member or group of Members holding an aggregate of more than 67% of the Percentage Interests held by all Members.

- 1.21 “Transfer” means to assign, transfer, mortgage, pledge, encumber, hypothecate or to dispose either by voluntary or involuntary act.
- 1.22 “Transferee” has the meaning set forth in Section 10.2.
- 1.23 “Transferor” means a Member desiring to Transfer its Membership Units in accordance with Article X.

ARTICLE II BUSINESS PURPOSES AND OFFICES

- 2.1 **Name; Business Purpose.** The name of the Company is stated in the Articles. The business purpose of the Company is a general business purpose, and to do any and all things necessary, appropriate or incidental thereto. The Company is formed only for such business purpose and will not be deemed to create any agreement among the Members with respect to any other activities whatsoever other than the activities within such business purpose.
- 2.2 **Powers.** In addition to the powers and privileges conferred upon the Company by law and those incidental thereto, the Company has the same powers as a natural person to do all things necessary or convenient to carry out its business and affairs.
- 2.3 **Principal Office.** The principal office of the Company will be located in Crosslake, Minnesota, or at such other place as the Board may determine from time to time.
- 2.4 **Registered Office and Registered Agent.** The location of the registered office and the name of the registered agent (if any) of the Company in the State of Minnesota are stated in the Articles. The registered office and registered agent of the Company in the State of Minnesota may be changed, from time to time, by the Board.
- 2.5 **Amendment of the Articles.** The Company shall amend the Articles at such time or times and in such manner as may be required by the Act and this Agreement.
- 2.6 **Interest Not Acquired for Resale.** Each Member hereby represents and warrants to the Company and to each other Member that: (a) in the case of a Member who is not a natural person, the Member is duly organized, validly existing, and in good standing under the law of its state of organization and that it has the requisite power and authority to execute this Agreement and to perform its obligations hereunder; (b) the Member is acquiring an Interest for such Member’s own account as an investment and without an intent to distribute such Interest; and (c) the Member acknowledges that the Interests have not been registered under the Securities Act of 1933 or any state securities laws, and such Member’s Interest may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

- 2.7 **Ratification of Certain Acts.** The Company and each initial Member hereby ratify all actions taken before the Company had at least one Member pursuant to Section 322C.0105, Subd. 3 of the Act.
- 2.8 **Cumulative Voting.** The Members hereby agree there shall be no right of cumulative voting.

**ARTICLE III
CONTRIBUTIONS AND CAPITAL ACCOUNTS; TERMS OF UNITS**

- 3.1 **Capital Contributions.** The names of the Members, their respective Contributions and the agreed value thereto, and the number of their Membership Units received by the Members in exchange for their Contributions are reflected on Schedule A. Upon the issuance of additional Membership Units, Schedule A shall be amended to reflect such issuance.
- 3.2 **Additional Capital Contributions.** Additional Members may be admitted to the Company and additional Membership Units may be issued upon approval of the Board. Whenever any additional Member is admitted to the Company, or any additional Membership Units are issued, the Percentage Interest of each Member outstanding immediately prior to such admission or issuance will be decreased proportionately, as appropriate, to maintain the aggregate Percentage Interests of the Members at 100%. The Board will cause Schedule A to be amended to reflect any adjustment in the Percentage Interests of the Members in accordance with this Section 3.2. No Member is obligated to make any Additional Contributions to the Company and, accordingly, no Member will be liable for damage to the Company or any other Member as a result of the failure of such Member to make any Additional Contributions. No creditor of the Company shall rely upon or enforce an agreement to make a capital contribution to the Company under Section 322C.0403 or otherwise under the Act. Schedule A shall be updated from time to time pursuant to Section 8.5 in order to account for the issuance of additional Interests, if any, in connection with a Capital Increase.
- 3.3 **Capital Accounts.** A separate Capital Account shall be maintained by the Company for each Member. The Capital Account for each Member shall be increased by the Member's Contribution and shall be decreased by Distributions made to the Member. Each Member's Capital Account shall also be increased or decreased to account for allocations of Net Profit and Net Losses to such Member. As of the date on which additional Contributions are made by any Member or Distributions are made in liquidation of any Membership Units, the Capital Account balances of the Members may be restated to reflect the fair market values of the Company's properties as of such date and the manner in which Net Profit and Net Losses would have been allocated had the Company disposed of its properties on such date. Any Member who receives a Membership Interest with a transfer to him of all or part of the Membership Interest of another Member, shall have a Capital Account which reflects the Capital Account of transferred interest.

- a. Notwithstanding any provisions in this Agreement to the contrary, the Members intend that each Member's Capital Account shall be maintained and adjusted in accordance with the Code and the Regulations.
- b. If, in the opinion of the Company's certified public accountants, the manner in which Capital Accounts are to be maintained under this Article IV should be modified to comply with Code and Regulations then notwithstanding anything to the contrary, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any such change shall not materially alter the economic agreement between and among the Members.
- 3.4 **No Right to Return of Contribution.** No Member shall have the right to withdraw or to demand the return of all or any part of his Contribution, except as otherwise expressly provided. The Company shall not be liable to the Members for repayment of their Contributions.
- 3.5 **Loans from Members to Company.** Subject to any other restrictions contained herein, the Company may borrow money from one or more Members at such interest rate or rates and upon such other terms as agreed upon by the Company and the lending Member(s).
- 3.6 **No Interest on Contributions.** No interest shall be paid to any Member on Contributions, unless otherwise agreed in writing.
- 3.7 **Non-assessable.** No Member shall be required to make any Contributions over the amount stated in Schedule A, nor shall any Member have any obligation to fund, advance, or loan monies which may be necessary to pay any deficits incurred by the Company. Any payment or transfer accepted by the Company from a Member which is not a Contribution permitted by this Agreement shall be deemed a loan and shall neither be treated as a contribution to the capital of the Company for any purpose, nor entitle such Member to any increase in such Member's Percentage Interest. No creditor may rely upon or enforce any agreement to make a Contribution to the Company under Section 322C.0403 or otherwise under the Act.
- 3.8 **Terms of Membership Units.** The Membership Units reflected in Schedule A are ordinary membership units of one class, without series, and shall have the rights provided by law, subject to any statement in this Agreement of the specific rights or terms of such Membership Units.

**ARTICLE IV
ALLOCATION OF NET PROFIT
AND NET LOSSES; DISTRIBUTIONS**

- 4.1 **Allocations of Net Profit and Net Losses.** Net Profit and Net Losses shall be allocated to the Members pro rata based on their Percentage Interests in accordance with Regulations and the Code.

- 4.2 **IRS Section 704(c) Allocation.** To the extent required by Section 704(c) of the Code, items of income, gain, loss, or deduction regarding contributed properties shall be allocated among the Members in such manner as considers any variations between the basis of such properties to the Company upon contribution and the fair market values of such properties at the time of contribution.
- 4.3 **Distributions Prior to Liquidation.** The Board of Governors shall determine from time to time whether to make any Distributions to the Members. Such Distributions shall be made among the Members in proportion to their Membership Units.
- 4.4 **Distributions upon Dissolution and Winding Up.** At the time of the dissolution and winding up of the Company, following the allocation of all Net Profit and Net Losses and the payment of all Company obligations, the remaining assets shall be distributed to the Members in accordance with any positive balances in their respective Capital Accounts.
- 4.5 **No Distribution for Withdrawal.** Withdrawal from the Company or transfer of Membership Units shall entitle no Member to receive any Distribution from the Company except as Distributions to all Members are subsequently made under Sections 4.3 or 4.4.
- 4.6 **Distributions in Kind.** No Member shall have any right to demand or receive a Distribution from the Company in any form other than cash, nor shall any Member be compelled to accept any distribution of property in kind except where all Members receive undivided interests in property or substantially equivalent interests in property on the basis of their Membership Units. If a Distribution of property in kind occurs, such property shall be assumed to have been sold at its fair market value at the time of the Distribution, and the resulting gain or loss shall be allocated among the Members according to their Membership Units, and their Capital Accounts shall be adjusted accordingly.
- 4.7 **Effect of Assignment on Allocation of Net Profit, Net Losses and Distributions.** Net Profit and Net Losses allocable to any Membership Units transferred or assigned during a year shall be allocated between the assignor and assignee based upon the time during any fiscal year of the Company, as measured by the effective date of the assignment, that the Membership Units were owned by each of them, or, in the discretion of the Board of Governors, based upon a cutoff of the Company books as of the effective date of the assignment. All Distributions after the effective date of the assignment shall be made to the assignee. The agreement between assignor and assignee should consider the extent that such Distributions may be attributable to the results of operations during the time the Membership Units were owned by the assignor.

ARTICLE V MANAGEMENT

- 5.1 **Board of Governors.** The Company shall be “board-managed” within the meaning of Section 322C.0407 of the Act. A Board of Governors is hereby established and shall be comprised of Governors who shall be appointed in accordance with the provisions of

Section 5.2. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

5.2 Board Composition; Term, Removal, Resignation, Vacancies, Election.

- a. **First Governors.** The first Governors of the Company are those individuals named in the Articles of Organization of the Company, as filed with the Secretary of State of Minnesota or, if the first Governors are not listed in the Articles of Organization, the first Governors shall be those individuals appointed by the Organizer of the Company. The first Governors shall hold office until their successors are elected and qualified under this Operating Agreement.
- b. **Composition.** Initially there shall be One (1) Governor. Thereafter the authorized number of Governors may be increased by a Majority in Interest of the Members or the Board and decreased by a Majority in Interest of Members. A Majority in Interest of the Members may prescribe additional qualifications for Governors.
- c. **Term.** Each Governor shall serve for an indefinite term. A Governor shall hold office until a successor is elected and has qualified or until the earlier death, resignation, removal or disqualification of the Governor.
- d. **Vacancies.** Vacancies on the Board resulting from the death, resignation, removal or disqualification of a Governor shall be filled by the affirmative vote of a majority of the remaining Governors, even though less than a quorum, without any action by the Members. No notice to Members of a vacancy is required. Vacancies on the Board resulting from newly-created governorships may be filled by the affirmative vote of a majority of the Governors serving at the time such governorships are created. Each person elected to fill a vacancy shall hold office until a qualified successor is elected at any meeting duly called for that purpose. The existence of vacancies does not affect the power of the Board to function if at least one Governor remains in office.
- e. **Election.** If elected at a meeting of Members, Governors shall be elected by a plurality of Percentage Interests cast that are entitled to vote on the election of Governors at a duly called meeting at which a quorum is present.
- f. **Disqualification.** The dissociation of a Member that is a Governor does not disqualify the Member as a Governor.
- g. **Removal.** A Governor may be removed at any time, without cause and without advance notice, by a Majority in Interest of the Members.

- 5.3 **Place of Meetings.** Each meeting of the Board will be held at the principal executive office of the Company or at such other place as may be designated from time to time by a majority of the board members or by the Chief Officer.
- 5.4 **Regular Meetings.** The Board will conduct a regular meeting for the election of officers and the transaction of any other business at the place of and immediately after each regular meeting of the members. No notice of the time or purpose of this meeting is required. Other meetings of the Board may be held at such times and places as are fixed by resolution of the Board or designated by the Chief Officer. No notice of the purpose of regular meetings of the Board is required, but reasonable notice of the time and place of such meetings must be given to all governors.
- 5.5 **Special Meetings.** A special meeting of the Board may be called for any purpose(s) at any time by any board member, by giving at least 7 days' notice to all board members of the date, time, and place of the meeting. The notice need not state the purpose of the meeting.
- 5.6 **Waiver of Notice.** A board member of the Company may waive notice of the date, time, and place of a Board meeting. A waiver of notice by a board member entitled to notice is effective whether given before, at or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a board member at a meeting is a waiver of notice of that meeting, unless the board member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and thereafter does not participate in the meeting.
- 5.7 **Previously Scheduled Meetings.** If the date, time, and place of a Board meeting have been provided herein or announced at a previous meeting of the Board, no notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken of the date, time, and place at which the meeting will be reconvened.
- 5.8 **Acts of Board.** The Board takes action by the affirmative vote of a majority of the board members present at a duly held meeting.
- 5.9 **Quorum.** A majority of the board members currently holding office constitutes a quorum for the transaction of business. In the absence of a quorum, a majority of the board members present may adjourn a meeting from time to time without further notice until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the board members present may continue to transact business until adjournment, even though the withdrawal of a number of the board members originally present leaves less than the proportion or number otherwise required for a quorum.
- 5.10 **Absent Governors.** A board member of the Company may give advance written consent or opposition to a proposal to be acted on at a Board meeting. The written consent or opposition must be signed with an original signature or by authenticated electronic communication. If the board member is not present at the meeting, the written consent or

opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but the written consent or opposition is counted as a vote in favor of or against the proposal and must be entered in the minutes or other record of action at the meeting, if the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the board member has consented or objected.

- 5.11 **Meeting By Remote Communication.** A board member may participate in a Board meeting by any means of remote communication through which the board member, other board members so participating by remote communication, and all board members physically present at the meeting may simultaneously hear each other during the meeting. A board member so participating is deemed present in person at the meeting.
- 5.12 **Action Without a Meeting.** Any action, other than an action requiring member approval, may be taken by written action signed by the number of board members that would be required to take the same action at a meeting of the Board at which all board members were present. The written action is effective when signed by the required number of board members, unless a different effective time is provided in the written action. When written action is taken by less than all board members, all board members must be notified immediately of its text and effective date.
- 5.13 **Committees.** The Board may establish committees having the authority of the Board in the management of the business of the Company only to the extent provided in the resolution establishing the committee. A committee consists of one or more natural persons, who need not be governors, appointed by affirmative vote of a majority of the board members present at a duly held Board meeting. Sections 5.6-5.11 apply to committees and members of committees to the same extent as those Sections apply to the Board and governors. Minutes, if any, of committee meetings must be made available upon request to committee members and to any board member.
- 5.14 **Compensation.** The Board may fix the compensation, if any, of board members.
- 5.15 **Contracts with Governors or Their Affiliates.** A contract or other transaction between the Company and one or more of its Governors, or between the Company and an organization in or of which one or more of its Governors are governors, directors, managers, officers, or legal representatives or have a material financial interest, is not void or voidable because the Governor or Governors or the other organizations are parties or because the Governor or Governors are present at the meeting of the Members or the Board or a committee at which the contract or transaction is authorized, approved, or ratified, if:
- a. the contract or transaction was, and the person asserting the validity of the contract or transaction sustains the burden of establishing that the contract or transaction was, fair and reasonable as to the Company at the time it was authorized, approved, or ratified;

b. the material facts as to the contract or transaction and as to the Governor's or Governors' interest are fully disclosed or known to the Members, whether or not entitled to vote, and the contract or transaction is approved in good faith by (i) the owners of a Majority in Interest that are owned by persons other than the interested Governor or Governors, or (ii) the unanimous affirmative vote of all Members, whether or not entitled to vote; or

c. the material facts as to the contract or transaction and as to the Governor's or Governors' interest are fully disclosed or known to the Board or a committee, and the Board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a majority of the Governors or committee members currently holding office, but the interested Governor or Governors shall not be counted in determining the presence of a quorum and shall not vote.

ARTICLE VI OFFICERS

- 6.1 **Number and Designation.** The Company must have one or more natural persons exercising the functions of the position of Chief Officer/Manager and Treasurer. The Board may elect or appoint such other managers or officers as it deems necessary for the operation and management of the Company, with such powers, rights, duties and responsibilities as may be determined by the Board, each of whom has the powers, rights, duties and responsibilities set forth in this operating agreement unless otherwise determined by the Board. Any of the positions or functions of those positions may be held by the same person.
- 6.2 **Chief Officer/Manager.** Unless provided otherwise by a resolution adopted by the Board or in a member control agreement, the Chief Officer/Manager (a) has general active management of the Company's business; (b) presides at all member meetings, when present; (c) sees that all orders and resolutions of the Board are carried into effect; (d) may maintain records of and certify proceedings of the Board and members; and (e) performs such other duties as may from time to time be prescribed by the Board.
- 6.3 **Treasurer.** Unless provided otherwise by a resolution adopted by the Board or in a member control agreement, the Treasurer (a) keeps accurate financial records for the Company; (b) deposits all monies, drafts, and checks in the name of and to the credit of the Company in such banks and depositories as the Board may designate from time to time; (c) may endorse for deposit all notes, checks and drafts received by the Company as ordered by the Board, making proper vouchers therefore; (d) disburses company funds and issue checks and drafts in the name of the Company, as ordered by the Board; (e) must render to the Chief Manager/Officer and the Board, whenever requested, an account of all of such manager's transactions as Treasurer and of the Company's financial condition; and (f) performs such other duties as may be prescribed by the Board or the Chief Manager/Officer from time to time.

- 6.4 **President.** Unless otherwise determined by the Board, the Chief Officer/Manager shall be the President of the Company. The Chief Officer/Manager may take any action as President as she or he may take as Chief Officer/Manager. If a manager other than the Chief Officer/Manager is designated as President, the President may only perform such duties as may from time to time be assigned by the Board.
- 6.5 **Vice Presidents.** The Board may appoint one or more persons to serve as Vice President of the Company. Any Vice President may (but need not) be designated by the Board as an Executive Vice President or as a Senior Vice Presidents. During the absence or disability of the Chief Officer/Manager, it is the duty of the highest ranking Executive Vice President, and, in the absence of any such Executive Vice President, it is the duty of the highest ranking Senior Vice President or other Vice President, who is present at the time and able to act, to perform the duties of the Chief Officer/Manager. The determination of who is the highest ranking of two or more persons holding the same position shall, in the absence of specific designation of order of rank by the Board, be made on the basis of the earliest date of appointment or election, or, in the event of simultaneous appointment or election, on the basis of the longest continuous employment by the Company.
- 6.6 **Secretary.** The Board shall appoint a Secretary. The Secretary, unless otherwise determined by the Board, attends all meetings of the members and all Board meetings, records (or causes to be recorded) all proceedings thereof in a book to be kept for that purpose, and may certify such proceedings. Except as otherwise required or permitted by law or by these Bylaws, the Secretary or any Assistant Secretary gives (or causes to be given) notice of all meetings of the members and all Board meetings.
- 6.7 **Authority and Duties.** In addition to the foregoing authority and duties, all officers of the Company have such authority and perform such duties in the management of the Company's business as may be designated from time to time by the Board. Unless prohibited by a resolution approved by the affirmative vote of a majority of the board member present, an officer elected or appointed by the Board may, without the approval of the Board, delegate some or all of the duties and powers of a position to other persons.
- 6.8 **Term.** Each officer of the Company holds office until his or her successor is chosen and has qualified, or until the officer's earlier death, resignation or removal. An officer may resign at any time by giving written notice to the Company. The resignation is effective without acceptance when the notice is given to the Company, unless a later effective date is specified in the notice. An officer may be removed at any time, with or without cause, by a resolution approved by the affirmative vote of a majority of the governors present at a duly held Board meeting, subject to the provisions of any member control agreement. A vacancy in a position because of death, resignation, removal, disqualification or other cause may, or in the case of a vacancy in the position of Chief Officer/Manager or Treasurer shall, be filled for the unexpired portion of the term by the Board.
- 6.9 **Salaries.** The salaries of all officers of the Company are fixed by the Board, or by the Chief Officer/Manager if authorized by the Board.

6.10 **Non-Officer Members.** No Person (the “Non-Officer Members”) other than an Officer has any fiduciary duty to the other Members in managing the Company under this agreement or the Act. Accordingly, each such Non-Officer Member is expressly relieved of all such fiduciary duties imposed on the Officers under this Agreement and the Act. In addition to the foregoing, each Non-Officer Member is hereby expressly relieved of any and all responsibility and liability for (i) maintaining the accuracy of information in records filed with the Minnesota Secretary of State under the Act and (ii) determining or consenting to the amount of any distribution pursuant to Section 322C.0405 of the Act.

6.11 **Duty of Care of Officers.** Subject to the business judgment rule, the duty of care of an Officer in the conduct of the Company’s activities is to act with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the Officer reasonably believes to be in the best interests of the Company.

In discharging this duty, an Officer may rely in good faith on opinions, reports, statements, or other information provided by another person that the Officer reasonably believes is a competent and reliable source for the information.

6.12 **Execution of Documents Filed with Minnesota.** Any Officer is authorized to execute and file with the Minnesota Secretary of State any document permitted or required by the Act. Such documents may be executed and filed only after the Board and/or the Members have approved or consented to such action in the manner provided herein.

ARTICLE VII MEMBERS

7.1 **Place of Meetings.** Each meeting of the members will be held at the principal executive office of the Company or at such other place as may be designated by the Board.

7.2 **Regular Meetings.** Regular meetings of the members may be held on an annual or other less frequent basis as determined by the Board; provided, however, that if a regular meeting has not been held during the immediately preceding 15 months, a member or members owning 5% or more of the voting power of all membership interests entitled to vote may demand a regular meeting of members by written demand given to the Chief Officer or Treasurer of the Company. At each regular meeting the members entitled to vote will elect qualified successors for the Board. Other business may also be transacted except that no business with respect to which special notice is required by law may be transacted unless such notice has been given.

7.3 **Special Meetings.** A special meeting of the members may be called for any purpose or purposes at any time by the Chief Officer, the Treasurer, the Board, any two or more Board members, or by one or more members owning not less than 10% of the voting power of all units of the Company entitled to vote. In the case of a meeting called by any party or parties other than the Chief Officer, the Treasurer, or the Board, such party or

parties may demand such a special meeting by written notice given to the Chief Officer or the Treasurer of the Company specifying the purposes of such meeting.

- 7.4 **Meeting Held upon Member Demand.** Within 30 days after receipt by the Chief Officer or the Treasurer of a demand from any member(s) or board members entitled to call a meeting of the members, the Board must cause a special or regular meeting, as the case may be, to be duly called and held on notice no later than 90 days after receipt of such demand. If the Board fails to cause such a meeting to be called and held as required by this Section 7.4, the member(s) or board members making the demand may call the meeting by giving notice as provided in Section 7.6 at the Company's expense. Any meeting called by or at the demand of a member or members must be held in the county where the Company's principal executive office is located.
- 7.5 **Adjournments.** Any meeting of the members may be adjourned from time to time to another date, time, and place. If any meeting of the members is so adjourned, no notice as to such adjourned meeting need be given if the date, time and place at which the meeting will be reconvened are announced at the time of adjournment.
- 7.6 **Notice of Meetings.** Except as specified in Section 7.5 or otherwise permitted by law, written notice of each meeting of the members, stating the date, time, and place and, in the case of a special meeting, the purpose(s), must be given at least 10 days before the meeting and not more than 60 days before the meeting to every owner of units entitled to vote at such meeting. The business transacted at a special meeting of members is limited to the purposes stated in the notice.
- 7.7 **Meeting Waiver of Notice.** A member may waive notice of the date, time, place, and purpose(s) of a meeting of members. A waiver of notice by a member entitled to notice is effective whether given before or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a member at a meeting is a waiver of notice of that meeting, unless the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.
- 7.8 **Voting Rights.** A member has voting power in proportion to the member's voting interest, as provided in a member control agreement. The Board may fix in advance a date not more than 60 days prior to the date of any meeting of members as the record date for the determination of members entitled to vote at the meeting.
- 7.9 **Action by Members/Voting Requirement.**
- (a) Each Member has the right to vote in accordance with such Member's Percentage Interest. Except as otherwise expressly provided in this Agreement, the affirmative vote of a Majority in Interest is required for a valid decision of the Members. Except as expressly set forth herein, this standard represents the voting power required to take action at a duly called meeting pursuant to Section 322C.0407 subd. 5 of the Act.

(b) In addition to those matters specified elsewhere in this Agreement as requiring the approval of a Super-Majority in Interest, the affirmative vote of a Super-Majority in Interest is required for the following:

- (i) the approval of a merger or consolidation or plan of exchange with another Person or the conversion to another type of entity or domestication to another domicile;
- (ii) change of the status of the Company from one in which management is vested in the Board to one in which management is vested in one or more managers or in the Members;
- (iii) the sale, lease, exchange, or other disposition, other than by mortgage, deed of trust, or pledge, of all, or substantially all, the Property, with or without the goodwill of the Company;
- (iv) determination, modification, compromise or release of the amount and character of the contributions that a Member makes as the consideration for the issuance of an Interest;
- (v) confession of a judgment on behalf of the Company; or
- (vi) an assignment of the Property for the benefit of creditors of the Company;

(c) The affirmative vote of all Members will be required for all other matters.

(d) At any time that no Person has the right to vote or to participate in the management of the business and affairs of the Company with respect to the Interest held by such Member, then the Percentage Interest represented by such Interest will be disregarded in determining whether the requisite percentage necessary for a valid decision of the Members has been obtained, with the effect that such Interest will be treated as if such Interest had not been issued and the requisite percentage necessary for a valid decision will be applied against the remaining Percentage Interests.

7.10 **Proxies.** A member may cast or authorize the casting of a vote by filing a signed and dated appointment of a proxy with a manager of the Company at or before the meeting at which the appointment is to be effective. The member may sign or authorize the written appointment of a proxy with an original signature or by authenticated electronic communication. Any copy, facsimile, or other reproduction of the authenticated electronic communication may be used in lieu of the original, provided that it is a complete and legible reproduction of the entire original.

7.11 **Quorum.** The owners of a majority of the voting power of the units entitled to vote at a meeting of the members are a quorum for the transaction of business. If a quorum is present or represented by proxy when a duly called or held meeting is convened, the members present may continue to transact business until adjournment, even though the withdrawal of members originally present leaves less than the proportion otherwise required for a quorum.

7.12 **Meeting By Remote Communication.** A member may participate in a regular or special meeting of the members by any means of remote communication through which the

member, other members so participating by remote communication, and all members physically present at the meeting may simultaneously hear each other during the meeting. A member so participating is deemed present in person at the meeting.

- 7.13 **Action Without a Meeting.** Any action required or permitted to be taken at a meeting of the members of the Company may be taken without a meeting by written action signed by the members who own voting power equal to the voting power that would be required to take the action at a meeting. The written action is effective when signed by the required members, unless a different effective time is provided in the written action. When written action is permitted to be taken by less than all members, all members must be notified immediately of its text and effective date.

ARTICLE VIII LIABILITY, INDEMNIFICATION, INSURANCE

- 8.1 **No Personal Liability.** No Member, Governor or Officer, solely by reason of being a Member, Governor or Officer, will be liable, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, Governor, Officer, agent, or employee of the Company.
- 8.2 **Limitation of Liability.** No Person will be liable to the Company or its Members for any loss, damage, liability, or expense on account of any action taken or omitted to be taken by such Person as a Governor or Officer, other than for (i) breach of the duty of loyalty; (ii) a financial benefit received by the Governor to which the Governor is not entitled; (iii) a breach of a duty under Section 322C.0406 of the Act; (iv) intentional infliction of harm on the Company or a Member; or (v) an intentional violation of criminal law. If the Act is hereafter amended to authorize the further elimination or limitation of the liability of members, then, without requiring any action by the Members, the liability of Governors of the Company shall be further limited to the fullest extent permitted by the amended Act. Any repeal of this provision as a matter of law or any modification of this Section by the Members shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Governor of the Company existing at the time of such repeal or modification
- 8.3 **Indemnification.**
- (a) The Company shall indemnify and advance expenses to its Governors and other persons acting in their "official capacity" (as defined in Section 322C.0408 of the Act) with respect to "proceedings" (as defined in Section 322C.0408 of the Act) to the fullest extent required by Section 322C.0408 of the Act.
- (b) Notwithstanding anything contained in Section 322C.0408 of the Act, except for claims for indemnification or advancement of expenses not paid in full, the Company shall be required to indemnify a person in connection with a proceeding (or part thereof) covered by Section 322C.0408 of the Act commenced by such person only if the commencement of such proceeding (or part thereof) by the person was authorized in the

specific case by the Members of the Company and the person acted in good faith. Good faith means to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the record or book of account of the Company or another enterprise, or on information supplied to such person by the Officers, Governors or Members of the Company or another enterprise in the course of their duties, or on the advice of legal counsel for the Company or another enterprise or on information or records given or reports made to the Company or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or another enterprise.

- 8.4 **Insurance.** The Company may purchase and maintain insurance on behalf of any person in such person's official capacity against any liability asserted against and incurred by such person in or arising from that capacity, whether or not the Company would otherwise be required to indemnify the person against the liability.

ARTICLE IX TAX MATTERS

- 9.1 **Tax Characterization and Returns.** The Members acknowledge that the Company will be treated as a Partnership for tax purposes. Within 90 days after the end of each fiscal year, the Chief Officer/Manager or Treasurer of the Company will cause to be delivered to each person who was a Member during such fiscal year a Form K-1 and such other information regarding the Company as may be necessary for preparing such Member's federal or state income tax (or information) returns, including a statement showing each Member's share of income, gain, or loss and credits for such fiscal year for federal or state income tax purposes.
- 9.2 **Accounting Decisions.** All decisions as to accounting matters shall be made by the Board in its sole discretion. The Company, at the sole discretion of the Board, also may make or revoke such elections as allowed under the Code, including the election referred to in Section 754 of the Code to adjust the basis of Company property.
- 9.3 **Tax Matters Partner.** The Board shall designate a Member to act for the Company as the "tax matters partner" within the meaning of Section 6231(a)(7) of the Code.

ARTICLE X TRANSFERS AND REDEMPTIONS OF MEMBERSHIP UNITS

- 10.1 **General Restrictions.** Except as expressly provided in this Agreement, no Member may Transfer all or any part of such Member's Membership Units. Any purported Transfer of Membership Units in violation of the terms of this Agreement will be null and void and of no effect. A permitted Transfer will be effective as of the date specified in the instruments relating thereto. Any Transferee desiring to make a further Transfer will become subject to all of the provisions of this Article X to the same extent and in the same manner as any Member desiring to make any Transfer.

10.2 **Limitation on Transfer.** A Member's Membership Interest may be assigned only if (i) all the Members, other than the Member seeking to make the assignment, approve the assignment by unanimous written consent, which consent may be given or withheld, conditioned or delayed as the remaining Members may determine in their sole discretion, or (ii) as otherwise provided in Article V.

a. **Restriction.** Upon execution of this Agreement, if certificates exist, each Member shall have placed on the certificates representing his or her interests substantially the following words:

“SALE, TRANSFER OR HYPOTHECATION OF THE OWNERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE OF OWNERSHIP IS RESTRICTED BY THE PROVISIONS OF A WRITTEN MEMBER CONTROL AGREEMENT AND MEMBER INTEREST PURCHASE SALE AND TRANSFER RESTRICTION AGREEMENT BY AND AMONG THE COMPANY AND ITS MEMBERS, ALL THE PROVISIONS OF WHICH ARE INCORPORATED BY REFERENCE IN THIS CERTIFICATE.”

10.3 **Right of First Refusal on Voluntary Transfer.** Except as otherwise provided in this Agreement, no Member shall transfer, encumber, or in any way dispose of his Interest, or any part thereof, or any right or interest therein without obtaining the prior written consent of the Company and all other Members, unless the transferring Member (“Transferor”) gives written notice to the Company, in accordance with paragraph 10.3(b.), of his or her intention to do so (“Notice of Intent to Transfer”). The Notice of Intent to Transfer (which shall include any executed counterparts of transfer documents accompanying it) must name the proposed transferee and specify the Interest, or portion thereof, to be transferred, the transfer price, and the terms of payment. The consideration for the offer must be bona-fide and for cash and/or a promissory note of the proposed buyer.

a. **Terms of Purchase.** The Company and the other Members may elect to purchase the Interest, as provided herein. The purchase price and terms of purchase for the Interest shall be either (i) the price and the terms as stated in the Notice of Intent to Transfer or (ii) the price and payment terms as set forth in Section 10.6 whichever price and terms shall be selected by the Company and the other Members who elect to exercise the right of first refusal provided in this Section. The Company and the Members shall notify the transferring Member of the applicable price and terms in their respective notices of Election to Purchase.

b. **First Option to Company.** For a period beginning with the date on which the Notice of Intent to Transfer is received and ending on the “Company’s Decision” set forth herein, the Company shall have the option, but shall be under no obligation, to purchase the Interest on the terms provided in 10.3(a.). The Company’s right to exercise the option and to purchase the Interest is subject to any laws or other applicable governmental restrictions on the right of a limited liability company to purchase its own membership interests.

Immediately on receipt of a Member's Notice of Intent to Transfer, the Company or its secretary shall forward copies of the Notice of Intent to Transfer and any accompanying documents to each governor and within the time limits set forth in below, a meeting of the Board of Governors shall be duly held to consider the proposed transfer. Any election by the Company to purchase shall be exercised by a written document ("Company's Election to Purchase") delivered to the Transferor on or before the Election Date set forth below. A decision to purchase or not purchase must be made by the Board of Governors on or before the Company's Decision Date as set forth below. The Company may elect to purchase less than all of the Interest being offered provided the Members or any of them elect to exercise their option pursuant to Section 10.3(c.) to purchase the balance of the Interest offered

- c. Second Option to Members. If the option is not to be exercised by the Company as to all of the Interest set forth in the Notice of Intent to Transfer, the secretary of the Company shall, within the time limits set forth below, send or deliver a copy of the Transferor's Notice of Intent to Transfer and a statement of the portion of the Interest not being purchased by the Company ("Secretary's Statement") to each of the remaining Members, who shall then have the option, but shall be under no obligation, to purchase any portion of the Interest not purchased by the Company, on the terms provided in 10.3(a.). The Members, or any one of them, may elect to purchase fewer than all of the Interest being offered, provided the Company purchases the balance of the Interest pursuant to 10.3(b.).

Any Member desiring to acquire part or all of the available Interest shall, within 20 days after receipt of Secretary's Statement (Member's Date), deliver to the secretary of the Company a written election ("Member's Election to Purchase") to purchase the Interest or a specified portion thereof. If the portion of the Interest specified by the Members' elections exceeds the total available Interest, each purchasing Member shall have priority, up to the percentage of Interest specified in his Election to Purchase, to purchase such proportion of the available Interest equal to the proportion of total Interest in the Company that he holds. Any portion of the Interest not purchased on such a priority basis shall be allocated in one or more successive allocations to those Members electing to purchase more than the percentage of Interest to which they have a priority right, up to the total Interest specified in their respective elections, in the proportion that the percentage of Interest held by each of them bears to the total Interest held by all of them.

If any Members elect to purchase as specified above, the secretary of the Company shall, within the time limits set forth below, notify each purchasing Member as to the total Interest as to which his election was effective. The election by the Members shall be exercised by written document (Shareholder's Election to Purchase) delivered to the Transferor on or before the Election Date set forth below.

- d. Interest not purchased. If the Company and the Members do not elect to purchase the total Interest set forth in the Transferor's Notice of Intent to Transfer, the Transferor shall not be required to sell such Interest, or any portion of it, to the Company or to

the other Members, but may sell or transfer all the specified Interest to the proposed transferee under the terms and for the price stated in the Notice of Intent to Transfer, except that any such transaction shall be null and void if it (i) would have the effect of violating provisions, if any, in the Articles of Organization limiting the total number of Members; (ii) purports to sell or transfer the specified Interest, or any portion of it, at a lower price or on terms more favorable to the transferee than those specified in the Notice of Intent to Transfer; and (iii) the sale or transfer, if any, must take place within the time period set forth below. No transfer of the Interest shall be made after that time period has expired, and no change in the times of transfer shall be permitted, without a new Notice of Intent to Transfer and compliance with the requirements herein.

- e. Dates and Time Periods. The dates and time periods applicable to this Section 5 are as follows:
- i. Company's Decision Date: Thirty (30) days after receipt of Member's Notice of Intent to Transfer;
 - ii. Board meeting to be held within ten (10) days after receipt of Notice of Intent to Transfer;
 - iii. Secretary's Statement to be sent to Members not later than ten (10) days after Company's Decision Date;
 - iv. Member's Decision date: Twenty (20) days after shareholders receipt of Secretary's Statement;
 - v. Election Date: Thirty (30) days after shareholder's receipt of the Secretary's Statement;
 - vi. Secretary to notify purchasing Members of actual percentage of Interest as to which option was effective within ten (10) days after Member's Decision Date;
 - vii. Period within which transfer can be made if options not exercised: Six (6) months after date of Member's Notice of Intent to Transfer
- f. Closing. The Company or any Members purchasing any Interest from the Transferor shall, within ten (10) days after giving notice of election to purchase to the Transferor under Sections 10.3(b.) or 10.3(c.), whichever is applicable, deliver to the Transferor the payments specified in the notice of Election to Purchase and the Transferor shall at the same time deliver the Certificate of Ownership evidencing the Interest so purchased to the purchaser(s) thereof, duly endorsed for transfer and in good delivery form, representing the Interest sold and all other documents necessary or appropriate to transfer the interest and to vest in the purchaser(s) good title thereto, free of all security interests, claims and equities, except as set forth in the Agreements. At the

closing any obligations between the Transferor and the Company shall offset each other. All Members who are parties to this Agreement hereby consent to the issuance of such new Interests

10.4 **Automatic Transfer on Death.** Except as set forth in Paragraph 10.5, the Interest of a deceased Member shall be automatically transferred to the Decedent's estate subject to the terms of this Agreement.

10.5 **Optional Purchase on Other Events.** If any of the triggering events listed below occur as to any Member ("Transferring Member"), the Company and the other Members shall have the option but shall be under no obligation, for a period of ninety (90) days following written notice of any such event, to purchase all or any part of the Interest owned by the Transferring Member:

- a. A Member is adjudicated a bankrupt, either voluntary or involuntarily.
- b. A Member makes an assignment of his Interest for the benefit of creditors.
- c. A Member is convicted of a felony.

When a triggering event occurs, the Company shall give notice of its intent to purchase the Interest to the Transferring Member or his representative in accordance with Section 10.3 of this agreement. The option shall be exercisable first by the Company and thereafter by the remaining Members in the same manner as set forth in Section 10.3. The purchase price shall be determined and paid in accordance with Section 10.6.

10.6 **Payment for Transferred Interest.** The purchase price to be paid for the Interests subject to this Agreement shall, for any purchase which occurs as a result of a triggering event defined in Section 10.5 or pursuant to Sections 10.6 or 10.7 shall be determined first by the annual valuation that the members have agreed upon at their annual meeting, and if no such valuation has occurred within 14 months of the date of the triggering event, then by an independent valuation to be performed by any business valuation firm selected by agreement of the parties. The valuation must be completed within 60 days of the giving of the notice of intent to purchase by the purchasing party. The cost of such valuation shall be shared equally by the parties. The value so determined shall be binding on all parties hereto. Payment of the purchase price and delivery of the Interests shall take place not more than six months following the date of the business valuation rendered under this section, unless agreed to in writing by the parties.

10.7 **Compliance with Applicable Securities Laws.** If any of the optional purchase provisions contained in this Agreement are exercised, then the Interests which are the subject matter thereof shall be transferred to the appropriate parties as provided herein; provided, however, that all parties hereto agree to execute such documents as may be required to effectuate such transaction in full compliance with federal and state securities laws which may be applicable.

- 10.8 **Agreement to Perform Necessary Acts.** Each party to this Agreement agrees to perform any further acts and execute and deliver such further consents and documents as may be reasonably necessary to carry out the provisions of this Agreement
- 10.9 **No public market.** Each Member understands that no public market now exists for the Interests, and that the Company has made no assurances that a public market will ever exist for the Interests. Each Member has had the opportunity to review the books and records of the company and its business plan, and acknowledges that any such investment is inherently risky, and no guarantee of income or gain has been promised to Member by Company or any other Member. Neither the Member, nor any of its officers, governors, employees, agents, or other members has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of any interests herein.
- 10.10 **Drag-along rights.** In the event of sale of substantially all of the membership interests occur to a third-party as part of a *bona fide* sale, such interest holder shall have the right to require that each Member holding any other interest in the Company agrees to sell to the same third party each and every interest unit for the same purchase price and terms and obligations as is occurring for the interests being sold to such third-party.
- 10.11 **Unpermitted Transfers.** A transfer which would have the effect of the “termination” of the Company pursuant to § 708 of the Code shall not be permitted. Further, a transfer which would have the effect of the disqualification of the Company’s tax classification shall not be permitted
- 10.12 **Redemption of Membership Units.** Any Membership Units may be redeemed by the Company, by purchase or otherwise, upon the consent of the holder of such Membership Units and approval by the Board. Whenever any Membership Units are redeemed by the Company in accordance with this Section 10.12, the Percentage Interest of each Member outstanding immediately following such redemption will be increased proportionately, as appropriate, to maintain the aggregate Percentage Interests of the Members at 100%. The Board will cause Schedule A to be amended to reflect any adjustment in the Percentage Interests of the Members in accordance with this Section 10.5.

ARTICLE XI DISSOLUTION AND TERMINATION

- 11.1 **Events Causing Dissolution.**
- (a) The Company will be dissolved upon the first to occur of the following events:
 - (i) upon the approval of a Super-Majority in Interest; and
 - (ii) upon the entry of a decree of judicial dissolution permitted under Section 322.0701 of the Act.
 - (b) Notwithstanding Section 322.0701 of the Act, the forgoing events which cause dissolution of the Company are the exclusive events which cause the dissolution of the Company.

- 11.2 **Effect of Dissolution.** Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Board will take such actions as may be required pursuant to the Act and will proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Board may liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining fair market value therefore, apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 11.3, and do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.
- 11.3 **Application of Proceeds.** Upon dissolution and liquidation of the Company, the assets of the Company will be applied and distributed in the order of priority set forth in Section 4.5.

ARTICLE XII AMENDMENTS

12.1 Amendments to this Agreement.

- (a) Except as otherwise provided herein, this Agreement and the Articles of Organization may not be modified or amended in any manner other than by the written agreement of a Super-Majority in Interest at the time of such modification or amendment.
- (b) This Agreement may be amended by the Board, without any execution of such amendment by the Members, in order to reflect the occurrence of any of the following events provided that all of the conditions, if any, contained in the relevant sections of this Agreement with respect to such event have been satisfied:
 - (i) an adjustment of the Percentage Interests of the Members upon making a Contribution (Section 3.1), upon the admission of an additional Member or issuance of an additional Membership Units (Section 3.2), or upon the redemption of an Membership Units (Section 10.5);
 - (ii) the modification of this Agreement pursuant to Section 3.3(b); and
 - (iii) the admission of a Substitute Member (Section 10.3).
- (c) Anything in this Section 12.1 to the contrary notwithstanding, without the written consent of all Members, no amendment to this Agreement may:
 - (i) add to, detract from or otherwise modify the purposes of the Company as set forth in this Agreement;
 - (ii) enlarge the obligations of any Member under this Agreement;
 - (iii) amend any provisions of Article IV other than as provided in Section 3.3(b); or
 - (iv) amend this Section 12.1 or any provision of this Agreement requiring the consent of a Super-Majority in Interest.

ARTICLE XIII COMPANY ACTION

- 13.1 Endorsements.** Upon execution of this Agreement, any certificates evidencing the Membership Units subject hereto shall be surrendered to the Company and endorsed as follows:

“Membership units evidenced by this certificate are subject to the terms of an Operating Agreement effective by and among the Members of the Company and the Company, a copy of which is on file in the office of the Chief Officer/Manager of the Company.”

After such endorsement, the certificates shall be returned to the Members who shall be entitled to exercise all rights of ownership concerning said Membership Units subject to the terms, conditions and restrictions in this Agreement. All further Membership Units issued shall bear the same endorsement and be subject to the same terms, conditions and restrictions as this Agreement.

ARTICLE XIV ALTERNATIVE DISPUTE RESOLUTION

- 14.1 Arbitration.** Any claim, dispute or other matter arising out of or in connection with this Agreement, or any breach or claimed breach of this Agreement, or for the dissolution or termination of the Company may, at the option of the Board, be resolved exclusively by arbitration under the applicable rules of the American Arbitration Association. Such arbitration shall occur in Minnesota, unless otherwise agreed in writing by the parties. The agreement to arbitrate shall be enforceable under applicable law in any court having jurisdiction.

ARTICLE XV MISCELLANEOUS

- 15.1 Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by, interpreted, and enforced under the laws of Minnesota, without giving effect to its conflict of laws provisions. Any litigation between the parties shall be conducted exclusively in the state and federal courts in Hennepin County, Minnesota, and any arbitration or similar proceeding shall be conducted exclusively at a location within such county and state. Each party consents to the jurisdiction and venue of the courts described above.
- 15.2 Articles of Organization.** If any conflict arises between the Articles of Organization and this Agreement, this Agreement shall govern to the extent not contrary to law.
- 15.3 Binding Effect; No Third-Party Beneficiaries.** Except as otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors and assigns. None of the provisions contained in this Agreement are for the benefit of or enforceable by any third parties, including creditors of the Company; provided, however, the Company may enforce any rights granted to the Company under the Act, the Articles, or this Agreement.

- 15.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.
- 15.5 **Severability.** All provisions of this Agreement are fully severable. If any provision is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement then this Agreement will be construed and enforced as if such provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.
- 15.6 **Additional Documents and Acts.** Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated.
- 15.7 **Notices.** Any notice, demand, or request required under this Agreement shall be given to party hereto in writing at the addresses set forth beneath the party's signature by personal service, by overnight service from a nationally-recognized courier, or by United States mail, certified with return receipt requested and postage prepaid. Notices, demands, or requests to a Member shall be sent to the Member's address specified in the Company's Required Records. Notices, demands or requests to the Company shall be sent to the then-valid Registered Office Address of the Company.

A party may change its address for notice by delivering notice of the new address to the other parties as required above. Any notice, demand, or request shall be deemed received: (a) if sent by personal service, when such personal service is effected; (b) if sent by overnight service from a nationally-recognized courier, on the business day immediately following timely deposit with the courier; and (c) if sent by United States mail, 3 business days following deposit in the mail.

- 15.8 **Gender, Number, Headings and Titles.** As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and using any gender shall apply to all genders. Article, section, and paragraph headings are included for descriptive purposes and the convenience of reference only and shall not control or alter the meaning of this Agreement.
- 15.9 **Member Expectations.** All of the Members agree this Agreement incorporates and includes all (and not less than all) of the expectations and includes all (and not less than all) of the expectations of the Members regarding their interests in the Company, except as may be included in any written employment agreement entered into between any individual Member and the Company and formally executed by such Member and the Company, and which written employment agreement has not expired or otherwise been

cancelled, revoked, terminated or otherwise voided. All of the Members agree that there should be no expectation of employment in the Company and any employment is at will.

- 15.10 **Attorneys.** At the request of the Company, the law firm of Foster & Brevier PLLC (“Law Firm”) has drafted this Agreement and related documents. Each of the Members and the Company acknowledges that Law Firm has represented the Company. Each of the Members and the Company recognizes their interests under this Agreement and related documents may now or be adverse to, or in conflict, with interests of each other, and each Member individually acknowledges and warrants they have had sufficient time to retain and consult with independent legal counsel and that such Member has done so or has purposefully declined to do so. The parties to this Agreement agree this Agreement was negotiated fairly between them at arm’s length and that the final terms are the product of the parties’ negotiations. The parties agree this Agreement shall be deemed to have been jointly and equally drafted by them, and that this Agreement therefore should not be construed against a party or parties because the party or parties drafted or was more responsible for drafting certain provisions.
- 15.11 **Title to the Property.** Title to properties and assets the Company may own or otherwise have an interest in from time to time will be held in the name of the Company. No Member has any ownership interest or rights in such Property, except indirectly by virtue of such Member’s ownership of an Interest. No Member has any right to seek or obtain a partition of any Property, nor does any Member have the right to any specific assets of the Company upon the liquidation of or any distribution from the Company.
- 15.12 **Nature of Membership Units in the Company.** Membership Units are personal property for all purposes.
- 15.13 **Organizational Expenses.** Each Member will pay such Member’s own expenses incurred in connection with the creation and formation of the Company and review and negotiation of this Agreement.
- 15.14 **Entire Agreement.** This Agreement, together with the Articles, constitutes the entire agreement among the Members and supersedes all other written, oral, or implied agreements, arrangements, and understandings among the Members the formation, operation and continuation of the Company and the relations among and between the Members and the Company.
- 15.15 **Complete Statement of Expectations.** Each Member represents and warrants that:
- (a) This Agreement is a complete statement of the reasonable expectations of such Member with respect to the formation, operation, and continuation of the Company and the relations among and between the Members and the Company, and such Member does not have any such expectations not set forth in this Agreement.
 - (b) This Agreement contains a complete statement of all expectations that were material to such Member’s decision to become a member of the Company.

- 15.16 **Modified Duty of Care.** The parties have formed the Company and entered into this Agreement and become Members with the expectation that each Member would have the opportunity to protect its own interests and monitor management of the Company. Accordingly, no Member shall have any duty of care to the Company, except to refrain from authorizing intentional misconduct or knowing violation of law. Each party was advised by counsel, or had the opportunity to be advised by counsel, in entering into this Agreement and is fully apprised and aware of all implications and consequences of entering into this Agreement. The parties agree the foregoing provisions are not manifestly
- 15.17 **Modified Duty of Good Faith and Fair Dealing.** Members shall exercise their rights and discharge their duties under this Agreement and the Act in a manner consistent with the contractual obligation of good faith and fair dealing. Any right exercised or duty discharged by a Member pursuant to the written advice of the Company's attorneys, accountants, investment bankers, appraisers or other professional advisors shall be deemed to satisfy such contractual obligation. Each party was advised by counsel, or had the opportunity to be advised by counsel, in entering into this Agreement and is fully apprised and aware of all implications and consequences of entering into this Agreement. The parties agree the foregoing provisions are not manifestly unreasonable.
- 15.18 **Restrictions on Access to Information.** In addition to the other rights specifically set forth in this Agreement, each Member is entitled to all information to which the Member is entitled to have access pursuant to the Act under the circumstances and subject to the conditions therein stated, which conditions include but are not limited to such reasonable standards governing what information and documents are to be furnished at what time and location and at whose expense as may be set forth herein or otherwise established by the Board. However, without limiting the foregoing, the Members agree that the Board may from time to time determine, due to contractual obligations, business concerns or other considerations, that certain Confidential Information should be kept confidential and not provided to some or all of the Members or that it is not just or reasonable for some or all of the Members or their assignees or representatives to examine or copy any such information.

Each Member acknowledges that from time to time the Member may receive Confidential Information from or regarding the Company, the release of which may be damaging to the Company or Persons with whom it does business. Each Member agrees to hold in strict confidence any Confidential Information it receives regarding the Company that is identified as being confidential (and if such information is provided in writing, is so marked) and may not disclose such information to any Person, except for disclosures (i) to another Member having the right to such information, (ii) compelled by law, provided the Member must promptly notify an officer of the Board of any request or demand for such information, to the extent reasonably possible, (iii) to advisors or representatives of the Member, or to Persons (and their advisors or representatives) seeking to acquire all or any portion of the Member's Interest through a Transfer in accordance with this Agreement, but only if in each case such Person has agreed to be

bound by the provisions of this Section of information that the Member has also received from a source independent of the Company that the Member reasonably believes has the legal right to disclose such information to the Member. Each Member acknowledges that a breach of the provisions of this Section may cause the Company irreparable harm and injury for which monetary damages are inadequate or difficult to calculate or both. Accordingly, each Member specifically agrees that the Company shall be entitled to injunctive relief to enforce the provisions of this Section, that such relief may be granted without the necessity of proving actual damages, and that such injunctive or equitable relief shall be in addition to, not in lieu of, the right to recover monetary damages for any breach of this Section by the Member. The obligations referred to in this Section shall survive the termination of a Member's membership in the Company.

- 15.19 **Books and Records.** At all times during the existence of the Company, the Company will cause to be maintained full and accurate books of account, which will reflect all Company transactions and be appropriate and adequate for the Company's business. The books and records of the Company will be maintained at the principal office of the Company.

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IN WITNESS WHEREOF, the undersigned members have executed this Agreement on the date set forth opposite their signatures.

By the Members:

Date: 10/29/2024

Date: 10/29/2024

Date: 10/29/2024

DocuSigned by:
Matthew Atkinson
9CB3114F9CBF4FD

Matt Atkinson

Signed by:
Hugh Atkinson
4AFF044B7384484

Hugh Atkinson

Signed by:
Bennie Atkinson
8C89114F9CBF4FD

Bennie Atkinson

SCHEDULE A

CONTRIBUTIONS AND MEMBERSHIP UNITS
Effective October 2024

Name of Member	Agreed Value of Contribution	Membership Units	Percent Interest	Voting Interest
Atkinson Family Enterprises LLC	\$1000	1000	100%	100%
Total	\$1000	1000	100%	100%



39811 State Highway 6
PO Box 68
Emily, MN 56447
218-763-2480

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION 24-34, AMENDED

RESOLUTION REGARDING AMERICAN RESCUE PLAN ACT FUNDS USE

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, the Emily City Council accepted ARPA funds to be used in a manner consistent with guidance adopted by the U.S. Treasury.

WHEREAS, on March 8, 2022, in compliance with the final rule, the Emily City Council elected the standard allowance available under the revenue loss provision of the Coronavirus Local Fiscal Recovery Fund established under ARPA allowing ARPA funds to be used for the general provision of government services.

WHEREAS, the City of Emily received the second allocation of American Rescue Plan Act (ARPA) funds of \$45,898.54 on July 5, 2022 and to date the funds have received interest in the total of \$106.79 for a total of \$46,005.33.

WHEREAS, the purchases for the remodel of the Police Department for a Sheriff’s Office northern outpost, including furniture and computer, and a new pickup truck for the Maintenance Department have been determined to meet the general provision of government services requirement for use of ARPA funds.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Emily, Minnesota hereby approves the following eligible uses of ARPA funds for the general provision of government services:

- Sheriff’s Office Northern Outpost Development:
 - The Office Shop – Furniture \$ 6,072.10
 - Computer, Monitor, Stand, and Firewall \$ 2,750.23
 - Maintenance - 2024 Ford F250 Pickup Truck \$37,183.00

TOTAL ELIGIBLE ARPA FUNDS USE \$46,005.33

Adopted by the Emily City Council on November 12, 2024.

Tracy Jones
Mayor

Attest: _____
Cari Johnson, MCMC
City Clerk/Treasurer

206 ARPA FUND

Fund Total	\$46,005.33
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	Amount	Total Remaining
Northern Outpost Remodel/Furniture (After budgeted \$10k)	\$8,822.33	\$37,183.00
Remaining ARPA funds for Maintenance 3/4 ton Pickup Truck (Total of \$51,635.20)	\$37,183.00	\$0.00
Total Remaining ARPA Funds		
		\$0.00

Northern Outpost Remodel/Furniture

Emily Sheriff's Office - paint/carpet/furniture	\$8,822.33
---	------------

Date	Contractor	Purpose	Amount	Total Remaining
8/7/2024	The Office Shop	PD Furniture	\$3,145.68	\$5,676.65
10/8/2024	The Office Shop	PD Furniture	\$2,926.42	\$2,750.23
9/18/2024	Crow Wing County	PD Computer, Monitor, Stand, and Firewall	\$2,750.23	\$0.00

Maintenance 3/4 ton Pickup Truck

Maintenance Pickup Truck	\$37,183.00
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Date	Contractor	Purpose	Amount	Total Remaining
8/14/2024	Midway Ford Company	2024 F250 Pickup Truck	\$37,183.00	\$0.00

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION NO. 24-46

RESOLUTION REVISING THE 2024 ADOPTED BUDGET

WHEREAS, the City Council of the City of Emily did formally adopt a 2024 Budget on December 21, 2023 in accordance with State Statute 412.711; and

WHEREAS, the annual 2024 Budget may be amended by the City Council due to omissions, corrections, or unanticipated expenditures or revenues; and

WHEREAS, the 2024 Budget has been reviewed by staff and certain accounts require amendments; and

WHEREAS, the Emily City Council desires to revise the adopted 2024 Budget to more accurately depict expected expenditures for the current year.

NOW, THEREFORE BE IT RESOLVED, that the Emily City Council authorizes the City Clerk/Treasurer to amend the amounts in designated accounts in the 2024 Budget as identified in the list below:

<u>Account</u>	<u>Account Description</u>	<u>Purpose</u>	<u>Amount</u>
100-32210	Building Permits	Land Use Permits	(\$3,000.00)
100-33631	Grants & Aids From Other LGUs	Sourcewell Comm. Impact Funds & EMT Training	\$12,973.98
100-34202	Special Fire Prot. Services	Fire Coverage Contract	(\$8,381.47)
100-34206	First Responder Charges	1 st Resp. Coverage Contract	(\$1,200.55)
100-34942	Cemetery-Sale of Lots	Sale of Lots	(\$9,100.00)
100-41941-221	City Hall Repair/Maint. Supplies	Boiler Repair Parts	\$3,300.00
100-41941-404	Hall Repair/Maint. Contractual	4 Microphones	(\$2,500.00)
100-41941-580	Hall Cap. Out.: Other Equipment	Chambers AV Equipment	\$845.00
100-42601-580	Traffic Engineering	Electronic Speed Signs (2)	(\$15,000.00)
100-43110-580	Shop Cap. Out.: Other Equipment	Two Post Hoist/Sweeper Vacuum	\$27,728.98
100-43121-224	Paved Streets Repair/ Maint. Con.: Street Maint	Crack Sealing	(\$6,500.00)
100-43121-303	Paved Streets Engineering Fees	2025 Road Project Engineering Fees	\$10,000.00
100-43122-404	Unpaved Streets Repair/ Maint. Contractual	Class 5	\$6,500.00
100-49350-800	Purchases of Investments	Purchases of Investments	(\$33,482.02)

All other aspects of the previously approved 2024 Budget shall remain in full force and effect.

Passed by the City Council of Emily, Minnesota this 12th day of November, 2024.

Attested:

Tracy Jones
Mayor

Cari Johnson, MCMC
City Clerk/Treasurer

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION NO. 24-47

**RESOLUTION TO APPROVE INTERNAL REINVESTMENT OF FUNDS,
INCLUDING MOVING FUNDS BETWEEN INVESTMENT ACCOUNTING FUNDS
AND TRANSFERRING BETWEEN CHECKING ACCOUNT ACCOUNTING FUNDS**

WHEREAS, the Emily City Council has designated Pershing Wealth Solutions BNY Mellon as a custodial investment account for the invested funds of the City of Emily; and

WHEREAS, a portion of the invested funds needs to be transferred between the investments and the checking account for the following purposes: in 2024 invested funds for the Park Fund were used for purchases for construction of new pickleball courts, saved checking account Firemen's Equipment Funds not planned to be used in 2024 or 2025 should be invested, the current negative checking account balance of the Future City Development Fund requires a transfer from invested funds to become positive, and additional invested Future City Development funds are needed for purchase of two parcels; and

WHEREAS, the Emily City Council does not want to decrease the total of the City's current investment portfolio and would prefer to move invested funds between Accounting Funds instead of selling an investment; and

WHEREAS, moving invested funds between Accounting Funds results in an increase and decrease to the corresponding checking account Accounting Fund balances. Therefore, corresponding transfers are also required between Accounting Funds in the checking account, such as moving funds invested for Fund 100 to Fund 225 requires a corresponding checking account transfer from Fund 225 to Fund 100 for the Accounting Funds to remain balanced.

NOW, THEREFORE BE IT RESOLVED, that the Emily City Council authorizes the City Clerk/Treasurer to move the following invested funds between Accounting Funds and make the corresponding transfers between checking account Accounting Funds as identified in the list below:

Investment Account	Account Description	Purpose	Investment Amount	Market Value Amount
225-49350-800	Firemen's Equipment Fund	Invest funds	\$18,700	\$20,068.58
100-39990	General Fund	General	(\$18,700)	(\$20,068.58)
404-49350-800	Park Fund	Negative Balance	(\$10,000)	(\$10,753.32)
100-39990	General Fund	General	\$10,000	\$10,753.32
416-49350-800	Future City Development	Negative Balance and Purchase	(\$8,700)	(\$9,342.41)
100-39990	General Fund	General	\$8,700	\$9,342.41

Passed by the City Council of Emily, Minnesota this 12th day of November, 2024.

Attested:

Tracy Jones
Mayor

Cari Johnson, MCMC
City Clerk/Treasurer

	Balance	Re-Investments	Interest	Gain/Loss	Ebalance	Bond Earned Interest Deposited In MMDA12
MMMF Investments						
Cash/Dreyfus Tr Money Market Deposit Account	\$ 1,142.10	\$ -	\$ 386.67	\$ -	\$ 1,528.67	\$ 382.19
Money Market Total	\$ 1,142.10	\$ -	\$ 386.67	\$ -	\$ 1,528.67	
Muni Bonds/CDs/Treasury Bill						
77357DAJ7 Rockland Fed Cr Un Rockland Mass	\$ 54,968.75			\$ (115.50)	\$ 54,843.25	\$ 203.42
910286HZ9 United FID BK FSB Evansville Ind	\$ 50,342.50			\$ (181.00)	\$ 50,161.50	\$ 178.77
502262FD8 Lake Cnty ILL Cmnty Unit Sch Bds	\$ 19,963.00			\$ 2.20	\$ 19,965.20	
82669GHH1 Signature Bk New York NY CD	\$ 144,817.30			\$ 78.85	\$ 144,894.15	
939828DC1 Washington Fed Bk Seattle CD	\$ 33,992.18			\$ 11.22	\$ 34,003.40	
604181LJ41 MN St Hsg Fin Agy Taxable Residential	\$ 40,010.40			\$ (22.00)	\$ 39,988.40	
91282CEU1 US Treasury NTS	\$ 62,429.85			\$ (3.78)	\$ 62,426.07	
Municipal Bonds/CDs/Treas. Bill Total	\$ 406,513.98	\$ -	\$ -	\$ (232.01)	\$ 406,281.97	
TOTAL INVESTMENTS	\$ 407,666.08	\$ -	\$ 386.67	\$ (232.01)	\$ 407,810.64	

	Original Investment	Reinvestment	New Investment Balance	New Beginning Balance	MMMF Reinvest	MMMF Interest	MMMF Gain/Loss	Muni Bonds Reinvest	Muni Bonds Interest	Muni Bonds Gain/Loss	Ending Balance	Market Value Totals
100 General Fund	\$ 115,000.00	\$ -	\$ 115,000.00	\$ 123,416.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,416.37	\$ 123,416.37
225 Firemen's Equipment Fund	\$ 40,000.00	\$ 18,700.00	\$ 18,700.00	\$ 20,068.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,068.58	\$ 20,068.58
226 1st Resp. Equipment Fund	\$ 70,000.00	\$ -	\$ 40,000.00	\$ 42,927.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,927.44	\$ 42,927.44
404 Park Acquisition and Devt	\$ 35,000.00	\$ (10,000.00)	\$ 60,000.00	\$ 64,391.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,391.15	\$ 64,391.15
407 Cemetery	\$ 25,000.00	\$ -	\$ 35,000.00	\$ 37,561.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,561.51	\$ 37,561.51
409 Police Department	\$ 50,000.00	\$ -	\$ 25,000.00	\$ 26,829.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,829.65	\$ 26,829.65
415 Capital Project Roads	\$ 35,000.00	\$ -	\$ 50,000.00	\$ 53,659.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,659.29	\$ 53,659.29
416 Future City Development	\$ 10,000.00	\$ -	\$ 26,300.00	\$ 28,224.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,224.79	\$ 28,224.79
602 Sewage Collection and Disp.	\$ 380,000.00	\$ -	\$ 10,000.00	\$ 10,731.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,731.86	\$ 10,731.86
Total	\$ 380,000.00	\$ -	\$ 380,000.00	\$ 407,810.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 407,810.64	\$ 407,810.64

Statement of Receipts, Disbursements and Balances (Schedule 1)

Reinvested out

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
General Fund	677,672.47	945,469.64	1,250.14	0.00	944,851.30	7,195.81	0.00	672,345.14	123,416.39	795,761.53
Road and Bridge	106,569.71	37,658.52	0.00	0.00	15,192.20	0.00	0.00	129,036.03	0.00	129,036.03
Small Cities Revolving Loan Fund	15,705.14	6,828.09	0.00	0.00	0.00	0.00	0.00	22,533.23	0.00	22,533.23
Small Cities Housing Rehabilitation Fund	4.41	0.00	0.00	0.00	0.00	0.00	0.00	4.41	0.00	4.41
American Rescue Plan Fund	45,963.75	41.58	0.00	0.00	46,005.33	0.00	0.00	0.00	0.00	0.00
Library	1,581.22	448.51	0.00	0.00	0.00	0.00	0.00	2,029.73	0.00	2,029.73
Firemens equip fund 225	86,287.79	40,117.06	0.00	0.00	30,372.02	0.00	0.00	96,032.83	0.00	96,032.83
1st Resp. equip fund 226	53,715.54	11,162.51	434.84	0.00	434.84	2,214.50	0.00	62,663.55	42,927.42	105,590.97
Emily Area Recycling 227	0.00	275.88	0.00	0.00	390.00	0.00	0.00	(114.12)	0.00	(114.12)
Police Fund 228	12,127.16	10,020.61	0.00	0.00	10,004.58	0.00	0.00	12,143.19	0.00	12,143.19
FORFEITURE FUND 229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Debt Service (Identify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service PRI 2007 302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service GOCIP 2012 303 and 305	45,643.78	29,531.69	0.00	0.00	45,600.00	0.00	0.00	29,575.47	0.00	29,575.47
Debt Service PRI 2014 304	38,166.14	26,631.35	0.00	0.00	43,012.50	0.00	0.00	21,784.99	0.00	21,784.99
Debt Service PRI 2004 305	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service PRI 2005 306	0.00	265.00	0.00	0.00	0.00	0.00	0.00	265.00	0.00	265.00
Park Acquisition and Development (Optional) CITY HALL CD 406	48,394.15	13,716.75	760.96	0.00	66,294.77	3,875.37	0.00	(7,298.28)	75,123.02	67,824.74
CEMETERY CD 407	30,003.82	32.51	0.00	0.00	14,378.06	0.00	0.00	15,658.27	0.00	15,658.27
SMALL CITIES CD 408	1,326.47	1,939.24	380.47	0.00	380.47	1,937.69	0.00	1,328.02	37,561.51	38,889.53
POLICE DEPART. 409	3,313.16	1,388.30	271.78	0.00	271.78	1,384.07	0.00	3,317.39	26,829.64	30,147.03
SEWER EQUIP. 410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EDA CD 412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REHAB. PROJ. CD 413	10,076.19	12.92	0.00	0.00	0.00	0.00	0.00	10,089.11	0.00	10,089.11
CAP. PROJ. FIRE CD 414	5,015.54	6.48	0.00	0.00	0.00	0.00	0.00	5,022.02	0.00	5,022.02
CAP PROJ. RD CD 415	18,601.28	2,791.91	543.54	0.00	543.54	2,768.11	0.00	18,625.08	53,659.29	72,284.37
FUT. CITY DEV. CD 416	(2,204.61)	1,937.68	380.46	0.00	880.46	1,937.68	0.00	(2,704.61)	37,561.51	34,856.90

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
SHOP BLDG CD 417	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sewage Collection and Disposal	102,531.58	129,331.92	108.71	0.00	144,519.34	553.62	0.00	86,899.25	10,731.86	97,631.11
SEWER 617	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Small Cities Grant 801	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Donor pass thru 851	0.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00
Total:	1,300,494.69	1,269,608.15	4,130.90	0.00	1,373,131.19	21,866.85	0.00	1,179,235.70	407,810.64	1,587,046.34

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION NO. 24-50

**RESOLUTION REGARDING UNPAID ADMINISTRATIVE CIVIL
PENALTIES**

WHEREAS, Minnesota Statute Chapter 429 provides that the governing body of any municipality may provide for the collection of unpaid special charges as a special assessment against the property by certifying unpaid charges to the County Auditor for collection as other taxes are collected; and

WHEREAS, Emily Code of Ordinances, Chapter 10.99, Section B, Subsections 5(e) and 8 provides that if no payment of administrative civil penalties are made and no correction of the violation is made, the city may assess the administrative civil penalty against the property owner pursuant to Minnesota Statute Chapter 429.

WHEREAS, each and every administrative civil penalty levied by and pursuant to Emily Code of Ordinances is hereby made a lien upon the lot or premises served, and all such charges which are past due and delinquent shall be certified to the County Auditor for assessment; and

WHEREAS, as of October 11, 2024, the following administrative civil penalties were past due and delinquent:

PROPERTY ADDRESS	PID #	AMOUNT
39928 Broadway	21340804	\$1,500.00
39945 West Trout Avenue	21330617	\$2,125.00
	Total	<u>\$3,625.00</u>

THEREFORE, BE IT RESOLVED that the Emily City Council hereby certifies the delinquent administrative civil penalties as of October 11, 2024, as taxes or assessments on the real estate identified above.

Adopted by the Emily City Council this 12th day of November 2024.

Tracy Jones, Mayor

Cari Johnson, MCMC
City Clerk/Treasurer

From: Tran, Samuel <STran@lmc.org>
Sent: Thursday, October 17, 2024 11:22 AM
To: Clerk@Emily.Net
Cc: Jamie@Koopinsurance.Com
Subject: Quote for LMCIT Workers' Compensation Coverage: City of Emily
Attachments: LMCIT Payroll Audit Rules Update 2023.docx; Emily Quote.pdf

It's time to select your premium option for the upcoming year of workers' compensation coverage for the City of Emily.

Please note that effective January 1, 2024, there will be a 5 percent reduction in the premium non-smoking credit for workers' compensation coverage for police and fire departments, if the member can certify at least 90 percent of the department's members are non-smokers at the time of the member's annual workers' compensation renewal. This credit will be discontinued on January 1, 2025.

What you need to do

- Review the information in the attached quote for workers' compensation coverage (this attachment is not an invoice, no need to send payment).
- Select your premium option(s) and submit your completed form 15 days prior to your current coverage's expiration to LMCIT Underwriting Technician Samuel Tran.

Note: If you do not make a premium selection 15 days before your current coverage's expiration, your coverage will be automatically renewed with your coverage selection from last year, unless you or your agent sends a written request not to renew coverage.

Questions?

- Get a comprehensive explanation of coverage and premium options in the information memo [LMCIT Workers' Compensation Coverage Guide \(pdf\)](#).
- For more information regarding 2024 rate changes: <https://www.lmc.org/insurance-trust/coverages/coverages-rates-and-dividend/>
- Contact Samuel Tran, LMCIT Underwriting Technician, at (651) 215-4083 or stran@lmc.org

Thank you for participating in the LMCIT workers' compensation program!

Samuel Tran | Underwriting Technician
Phone: (651) 215-4083 | stran@lmc.org

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103
www.lmc.org | [Facebook](#) | [Twitter](#) | [Podcast](#)

League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of \$25,000 - \$50,000

EMILY, CITY OF
PO BOX 68
EMILY, MN 56447-0068

Agreement No.: WC 1004986_Q-8
Agreement Period:
From: 12/01/2024
To: 12/01/2025

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium				16,227
Debit	1.55			8,925
Standard Premium				25,152
Deductible Credit	0.00%			0
Premium Discount				-1,914
Net Deposit Premium				\$23,238
Adjustment for Commission*				0
Total Net Deposit Premium				\$23,238

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:
00825 RO Lee Insurance Agency
Po Box 100
Crosby, MN 56441-0100

Notice of Premium Options for Standard Premiums of \$25,000 - \$50,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1. <input type="checkbox"/> Regular Premium Option	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
	23,238	0	23,238

2. **Deductible Premium Option**
 Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 25,152. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
<input type="checkbox"/>	\$250	0.50%	-126	23,112	0	23,112
<input type="checkbox"/>	\$500	0.90%	-226	23,012	0	23,012
<input type="checkbox"/>	\$1,000	1.70%	-428	22,810	0	22,810
<input type="checkbox"/>	\$2,500	3.00%	-755	22,483	0	22,483
<input type="checkbox"/>	\$5,000	4.50%	-1,132	22,106	0	22,106
<input type="checkbox"/>	\$10,000	6.00%	-1,509	21,729	0	21,729
<input type="checkbox"/>	\$25,000	10.00%	-2,515	20,723	0	20,723
<input type="checkbox"/>	\$50,000	14.00%	-3,521	19,717	0	19,717

3. **Retrospective Rates Premium Option**

	Retro-Rated Minimum Factor	Est. Minimum Premium	Retro-Rated Maximum Factor	Est. Maximum Premium
<input type="checkbox"/>	0.749 %	18,839	1.150 %	28,925
<input type="checkbox"/>	0.733 %	18,436	1.250 %	31,440
<input type="checkbox"/>	0.701 %	17,632	1.500 %	37,728

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the member requesting coverage.

**Notice of Premium Options for Standard Premiums of \$25,000 - \$50,000
(Con't)**

Signature

Title

Date

**Notice of Premium Options for Standard Premiums of \$25,000 - \$50,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

REMUNERATION	RATE	CODE	DESCRIPTION	EST. PREM
61,100	8.21	5506	GENERAL MAINTENANCE	5,016
27,500	9.49	7381	VOLUNTEER FIRST RESPONDERS	2,610
7,240	4.14	7580	SEWEAGE DISPOSAL PLANT	300
POP 1,108	225.18	7708	FIREFIGHTERS (VOLUNTEER)	2,495
48,000	3.86	8227	CITY SHOP & YARD	1,853
3,000	0.65	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	20
140,920	0.65	8810	CLERICAL OFFICE EMPLOYEES NOC	916
16,800	6.41	9015	BUILDINGS-OPER BY OWNER	1,077
11,820	6.72	9102	PARKS	794
11,750	9.04	9220	CEMETERY OPERATION	1,062
480	0.81	9410	MUNICIPAL EMPLOYEES	4
31,995	0.00	9411	ELECTED OR APPOINTED OFFICIALS	80
Manual Premium				16227.0

Date: April 10, 2023

To: LMCIT members and agents

From: LMCIT workers' compensation payroll audit and underwriting staff

Re: Updated workers' compensation payroll audit rules moving forward

As a result of a recent Workers' Compensation Reinsurance Association (WCRA) program audit¹ of LMCIT, LMCIT will be following updated audit rules on all workers' compensation payroll audits conducted on LMCIT member coverage agreements that expire in 2023 and after. This means there will be a few changes to the process.

Definition of, and deduction rules for, payroll used to calculate premiums

- Items such as vehicle allowances, taxable gift cards, vehicle stipends, etc., will be included in workers' compensation payroll. The Trust will no longer be using PERA as a benchmark for excluding these items.
- Severance compensation paid to terminated employees for accrued vacation and sick time wages will be included in the calculation of workers' compensation payroll in accordance with the MWCIA Basic Manual Rules 2B-1e and 2B-2e.
- Payments made to employees who opt-out of health insurance benefits will be included when reporting workers' compensation payroll.

Payroll for elected and appointed officials

There is also a change related to the payroll reporting for elected and appointed officials - class code 9411. Historically LMCIT has assigned a payroll of \$18,200 for each member for class code 9411 regardless of the actual amounts paid to elected and appointed officials. The annual manual premium charge for each member for this job class was \$93 for 2022 and \$95 for 2023. Moving forward, the payroll auditors will be required to capture and report the actual payroll each member pays to elected and appointed officials. (LMCIT needs to report the actual amounts to WCRA.) While the actual payroll will show up on payroll audit reports members see, LMCIT will continue to charge the flat annual manual charge of \$93 for 2022 and \$95 for 2023. *Thus, for this reporting change for class code 9411, there will be no impact on LMCIT members' premiums.*

Anticipated impact on LMCIT members

- The workers' compensation payroll auditors will be asking for slightly different information moving forward.
- The impact of the updated rules on LMCIT member premiums will be nominal.

If there is any concern about the impact on premium because of the updated audit rules during this period of transition, don't hesitate to contact your LMCIT underwriter.

¹ LMCIT is required to comply with the WCRA reporting criteria for each member's payroll by job class. The WCRA criteria generally follows rules set by the MN Workers' Compensation Insurance Association (MWCIA).

II. Premium options

Cities can tailor their premium options and deductibles in LMCIT's workers' compensation program.

A. Regular premium option

If a city chooses the regular premium option, premium payments are the city's only responsibility or liability. The regular premium option is a "guaranteed cost" option.

Under this option, LMCIT first calculates a city's premium rate based on the city's payroll, according to payroll class (rates for volunteer firefighters are based on the population of the area which the fire department serves rather than payroll). To maintain fairness in setting each city's premium, the rate is then adjusted by an experience modification factor. The factor looks at each city's claims experience from the oldest three years during a four-year period. The most recent year isn't part of the factor because those claims haven't yet matured.

B. Retrospective rating option

Cities can choose a retrospective rating option, which is an alternate method of determining a city's premium charge. The city's final premium under this option reflects the city's own actual loss experience for the year. With good experience, this option can save a city significant money during the long run. Of course, the city is also subject to possible premium increases if it experiences a lot of injuries or a single big loss. Cities that use retrospective rating—or would like to—should recognize that a strong safety program is an important component of developing good loss experience.

1. Eligibility

There are three retrospective rating options available to any city whose standard premiums are \$25,000 or more. The election form is automatically sent with the regular premium quotation to qualifying members. A city can select only one premium option. If a city selects a deductible option or the standard premium option, it cannot select a retrospective rating option.

RELEVANT LINKS:

Learn more about the
Special Compensation Fund
at Minn. Stat. § 176.129.

2. How the retrospective rating option works

The city pays a deposit premium (net of discounts) to LMCIT at the beginning of the agreement period. The timing and amount of this payment are the same whether a retrospective rating option is selected. At the end of the agreement year, an audit determines the actual payroll for the period and the resulting net actual premium. If a retrospective rating option is not selected, this becomes the city's final premium.

When a retrospective rating option is selected, the final premium is not known until all claim activity from that agreement period ceases permanently. The final premium reflects the city's own losses and is subject to minimum and maximum limits. The premium amounts are estimated at the beginning of the agreement period and provided to the city prior to the election of an option. The minimum and maximum premiums are adjusted after the payroll audit is complete, and it reflects the net actual premium for the period.

The final premium equals the minimum premium plus actual incurred losses and loss-related expenses, including assessments due to the state Special Compensation Fund. Unlike typical retrospective plans offered by private insurers, LMCIT's retrospective rating formula doesn't use a "loss conversion factor."

The city is billed or refunded the difference between the net deposit premium and the final premium. This is accomplished by annual adjustments.

a. Annual adjustments

Under the retrospective rating option, final premium amounts are determined based on a city's own losses, which are adjusted throughout the coverage term. The first adjustment is made approximately six months after the expiration of the agreement period, based on the total incurred cost of losses known at that time. Further adjustments are made annually thereafter until all claim activity ceases permanently. This includes activity on claims that reopen and claims for injuries that are filed later for an accident occurring within the retrospective year.

These adjustments continue if any claims remain open or until the retrospective year is closed. If a closed claim reopens, or if a new claim is filed for an injury from that year, the annual retrospective rating adjustment for that coverage year resume unless the retrospective year has been closed by the city.



39811 State Highway 6
PO Box 68
Emily, MN 56447
218-763-2480

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION NO. 24-52

**RESOLUTION APPROVING A LAWFUL GAMBLING PERMIT AND
APPROVING USE OF CITY PARK, PARADE, AND FIREWORKS**

WHEREAS, the City Council of the City of Emily allows gambling licenses to be issued within the city;

WHEREAS, The Emily City Council agrees to grant consent to the Celebrate Emily Day Committee to use the City Park on Saturday, July 19, 2025 and to hold a parade and provide fireworks during the Emily Day Celebration and,

WHEREAS, In the interest of public health, safety and welfare, the Emily City Council agrees to limit the throwing of items by the parade participants during the Emily Day Parade and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EMILY, MINNESOTA that Celebrate Emily Day Committee's request for a gambling permit at the City Park, Emily, for a raffle drawing on July 19, 2025 hereby be approved with no waiting period, thereby allowing sale of raffle tickets immediately after approval of the application by the Minnesota Gambling Control Board.

BE IT FURTHER RESOLVED that the throwing of candy, balloons or any other items which may cause children or other parade viewers to run into the path of the Emily Day Parade shall be limited to "side-walkers" (persons walking within 5 feet of the street edge for the purpose of giving out the aforementioned items) and that any and all matters pertaining to the Emily Day Celebration be approved by the Emily City Council in support of that event.

Adopted: November 12, 2024

Tracy Jones
Mayor

I, Cari Johnson, City Clerk of the City of Emily, hereby certify that the above is an exact copy of a resolution adopted at the Emily City Council meeting on November 12, 2024.

Cari Johnson, MCMC
City Clerk/Treasurer

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Celebrate Emily Day Committee Previous Gambling Permit Number: X-04296-24-015
Minnesota Tax ID Number, if any: 41-04822260 Federal Employer ID Number (FEIN), if any: _____
Mailing Address: PO Box 333
City: Emily State: MN Zip: 56447 County: Crow Wing
Name of Chief Executive Officer (CEO): Tracy Jones
CEO Daytime Phone: 218-851-5866 CEO Email: emilymeats@yahoo.com
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): katebreault66@yahoo.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): City of Emily Park

Physical Address (do not use P.O. box): Lake Street and CR 1

Check one:
 City: Emily Zip: 56447 County: Crow Wing
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): _____

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: Tracy Jones

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

<p align="center">How You May Spend Gambling Funds</p>	<p align="center">How You May Not Spend Gambling Funds</p>
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the [Lawful Gambling Manual](#); 3) the online class, “[Conduct of Raffles](#)”; and 4) the [phone number and email address](#) of your county’s Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	RAFFLES
	1. Tickets are printed in accordance with MN Rule 7861.0310 .
	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. (349.173)
	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)
	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. (7861.0260)
	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)
	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)
	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)
	8. Cash must not be substituted for merchandise prizes that have been won. (7861.0260 Subp. 4C(2))
	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)
	10. Only cash, personal checks, cashier’s checks, money orders, travelers’ checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). (349.2127) (7861.0260)
	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization’s control. (349.173)
	12. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
	13. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
	14. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
	15. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
	16. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
	BINGO
	1. Clear and legible house rules in accordance with MN Rule 7861.0270 are prominently posted at the point of winner selection.
	2. House rules include the policy on declaring bingo and last number called. (7861.0270 Subp. 2A(1))
	3. House rules include the reasons for potentially cancelling bingo occasions. (7861.0270 Subp. 2A(1))
	4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) (7861.0270 Subp. 5B(1))
	5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. (7861.0270 Subp. 5B(7))
	6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. (7861.0270 Subp. 3A)
	7. No reservation of bingo cards or bingo paper for any person (7861.0270 Subp. 3F)
	8. Bingo records (including bingo program) must be kept for 3½ years. (7861.0270 Subp. 11)
	BINGO AND RAFFLES
	1. Gambling records must be kept for 3½ years. (7861.0310)
	2. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 Subd. 3a) (349.12 Subd. 25) (mn.gov/gcb/faq-exemptexcluded.html) and (mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf)



Volunteer Fire Relief Association Investment Report Card

The Office of the State Auditor is providing the attached "Investment Report Card" as an educational tool. The report card provides one-year and multi-year rates of return calculated for your relief association, as well as a custom benchmark rate of return. The custom benchmark rate of return can be used to measure a relief association's actual investment performance for 2023 against market returns. This cover document provides information to help you understand the attached individualized report card. It does not contain investment or legal advice and should not be relied upon in lieu of investment or legal advice.

Rates of Return

The one-year rate of return is the return calculated based on a relief association's Special Fund investments for calendar year 2023. The three-year, five-year, ten-year, fifteen-year, and twenty-year rates of return are also provided, which show the average annual returns for the respective periods. The graph compares the relief association's one-year and multi-year rates of return to returns for the State Board of Investment's Balanced Fund and the Statewide Volunteer Firefighter Retirement Plan (SVF Plan), administered by the Public Employees Retirement Association (PERA).

Asset Allocations

The beginning of year and end of year asset allocations show the percentage of a relief association's portfolio that was invested in various asset classes. By diversifying an asset base, the goal is to create a favorable risk/reward ratio for the portfolio. When returns for one asset class decline, the expectation is that returns for another asset class will increase, offsetting the loss. The "other" asset class includes all investments besides cash, stocks, and bonds, including small allocations to this class within mutual funds.

Benchmark Information

Custom Benchmark: The custom benchmark rate of return is the standard against which the performance of a relief association's investments can be measured. Measuring investment returns against an appropriate benchmark encourages prudent investment decisions, and gives trustees another method of evaluating investment performance. An ideal benchmark return would consist of a hypothetical portfolio of indices, invested in the same asset classes and in the same proportion as the actual holdings of the entire portfolio. Indices track different asset classes, such as domestic equity or bonds. An index may also track subsets of an asset class, such as small-capitalization growth domestic equity. Although benchmark indices are not directly available for investment purposes, mutual and collective index funds which hold the same securities as the index can be obtained. Known as "index funds," these funds are managed with a passive style.

The benchmark return is calculated by multiplying the relief association's year-end asset class proportions by the rate of return earned on a common benchmark index for each asset class. If a relief association changed investment strategies during the year, the calculated benchmark return would not reflect the changes.

Benchmark Calculation Example:

December 31, 2023 Asset Allocation		Benchmark	Return	(a) x (b)
	(a)		(b)	(c)
Domestic Stock	20.9%	Russell 3000	26.0%	5.4%
International Stock	10.7%	MSCI ACWI ex. U.S. Net	15.6%	1.7%
Bonds	7.5%	Bloomberg U.S. Aggregate	5.5%	0.4%
Cash	40.0%	ICE BofA US 3-Month TR Bill	5.0%	2.0%
Other	20.9%	Russell 3000	26.0%	5.4%
Benchmark Return			Sum (c) =	14.9%

2023 Index Returns: The benchmark indices used to calculate the relief association’s custom benchmark rate of return are provided in the Benchmark Information section of the attached report card, along with the rate of return for each respective index.

- **Russell 3000 Index** – A performance measure of the overall U.S. stock market. This index includes the 3000 largest publicly traded U.S. companies.
- **MSCI ACWI ex. U.S. Net Index** – A performance measure of international stocks, including developed markets and emerging markets. This index does not include the U.S. stock market’s performance and is net of taxes on dividends.
- **Bloomberg U.S. Aggregate Bond Index** – A performance measure of the U.S. investment grade bond market, including corporate and government bonds.
- **ICE Bank of America US 3-Month Treasury Bill** – A performance measure of short term cash investments.
- **S&P 500** – A performance measure of the 500 largest U.S. publicly traded companies.
- **NASDAQ Composite** – A performance measure of over 3,300 common equities listed on the NASDAQ stock exchange.
- **Dow Jones Industrial Average** – A performance measure that tracks 30 large, publicly traded companies trading on the New York Stock Exchange and the NASDAQ.

2023 State Board of Investment Returns: Relief associations are authorized to invest assets in the State Board of Investment (SBI) Supplemental Investment Fund (SIF). There are six investment accounts, or investment options, within the Supplemental Investment Fund that are available for relief association investment. It is not the intent of the SBI to advise relief associations regarding their choice among investment accounts. Relief associations may wish to consult an investment advisor for guidance. The SBI Returns section of the attached report card provides the rates of return for the six SBI accounts. The SBI rates of return serve as an additional benchmark for a relief association, showing returns that were available during 2023. The six accounts are listed below.

- **Balanced Fund** – a balanced portfolio utilizing both common stocks and bonds
- **Bond Fund** – an actively managed, bond portfolio
- **Broad International Equity Fund** – a portfolio of non-U.S. stocks that incorporates both active and passive management
- **Money Market Fund** – a portfolio utilizing short-term, liquid debt securities
- **U.S. Equity Actively Managed Fund** – an actively managed, U.S. common stock portfolio
- **U.S. Equity Index Fund** – a passively managed, common stock portfolio



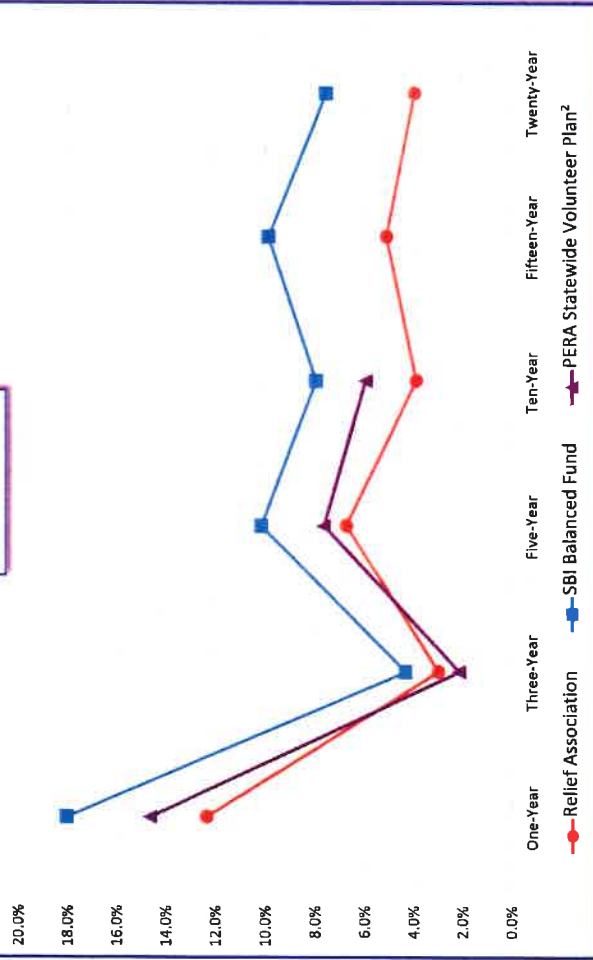
Emily Fire Relief Association Investment Report Card

For the Year Ended December 31, 2023

Rates of Return

	Relief Association	SBI Balanced Fund	PERA Statewide Volunteer Plan ²
One-Year	12.4%	18.1%	14.7%
Three-Year	3.1%	4.4%	2.2%
Five-Year	6.8%	10.2%	7.7%
Ten-Year	4.0%	8.0%	6.0%
Fifteen-Year	5.2%	9.9%	N/A
Twenty-Year	4.0%	7.6%	N/A

Rates of Return



Relief Association Asset Allocations

	As of 1/1/2023	As of 12/31/2023
Domestic Stock	44.7%	44.2%
International Stock	17.8%	16.8%
Bonds	15.8%	17.2%
Cash	20.3%	20.9%
Other	1.3%	0.9%

Benchmark Information

Custom Benchmark (One-Year) ¹	2023	Ten-Year
State Board of Investment Returns	16.3%	
SBI Balanced Fund	18.1%	8.0%
SBI Bond Fund	7.0%	2.4%
SBI Broad International Equity Fund	15.6%	4.5%
SBI Money Market Account	5.4%	1.4%
SBI U.S. Equity Actively Managed Fund	26.8%	11.7%
SBI U.S. Equity Index Fund	26.0%	11.6%
Index Returns	2023	Ten-Year
Russell 3000 (Domestic Stock)	26.0%	11.5%
MSCI ACWI ex. U.S. Net (International Stock) ³	15.6%	3.8%
Bloomberg U.S. Aggregate (Bonds)	5.5%	1.8%
ICE BofA US 3-Month Treasury Bill (Cash)	5.0%	1.3%
Russell 3000 (Other)	26.0%	11.5%
S&P 500	26.3%	12.0%
NASDAQ Composite TR	44.6%	14.8%
Dow Jones Industrial Average	16.0%	10.9%

¹The Custom Benchmark (One-Year) is calculated based on the relief association December 31, 2023 asset allocations. The benchmark may not fully reflect the different investment exposures or diversity of investments held within certain asset classes for some relief associations.

²The PERA Statewide Volunteer Plan incorporated in 2010.

³MSCI ACWI ex US Net of Dividends

From: Nieken, Mary (DOT) <mary.nieken@state.mn.us>
Sent: Wednesday, October 30, 2024 10:04 AM
Subject: MnDOT Fiscal Year 2028/2029 Local Partnership Program Solicitation - Submission Deadline - 01/24/2025
Attachments: Local Partnership Program Solic Itr.docx; Local Partnership Program Scoring Criteria D3.docx

Good morning,

MnDOT District 3 (D3) will be accepting candidate projects for the Fiscal Year (FY - July 1 to June 30) 2028 and 2029 Local Partnership Program, due by January 24, 2025. The proposed budget is:

- \$1,900,000 for FY 2028
- Estimated \$1,900,000 for FY 2029 (final amount TBD)

These funds may be flexible and may be combined or shifted into other fiscal years, as necessary. There is no minimum or maximum award amount. Eligible project costs can include up to 8% for construction engineering. The application should contain a letter of intent/need for the project, a sketch/layout of the project and an estimate.

Schedule

- Application Deadline – January 24, 2025
- Project follow up/scoring – Spring 2025
- District 3 approval of selected projects – Spring/Summer 2025
- Kick off meeting for project pre-scoping – Date to be determined.

Please refer to the attached letter for additional details. Also attached for your reference is the scoring criteria used for the Local Partnership Program.

Applications should be submitted to:

Luke L. Wehseler
MnDOT District LPP Project Manager
7694 Industrial Park Road
Baxter, MN 56425
Ph: 218-821-0618
Luke.wehseler@state.mn.us

Should you have any questions, please contact Mr. Wehseler directly.

Thank you.

Mary Nieken | Administrative Assistant
Minnesota Department of Transportation | District 3A
7694 Industrial Park Road | Baxter, MN 56425
Phone: (218) 828-5715 or 1-800-657-3971, Ext. 5715 | Fax: (218) 828-5814

MnDOT - District 3
7694 Industrial Park Road
Baxter, MN 56425

October 30, 2024

To: District 3 Counties and Cities with State Highways Within Their Jurisdiction

RE: MnDOT Fiscal Year 2029 Local Partnership Program Solicitation

The purpose of the Local Partnership Program (LPP) is to address transportation issues on the trunk highway system that are of concern to Local Units of Government, but are typically not large-scale or high enough priority that they are directly selected as projects in the regular MnDOT Transportation Program. Select projects must:

- Provide a clear benefit to the trunk highway system as well as to the local community
- Be developed and administered by the local agency
- Have preliminary design, final design, right-of-way and utility relocation costs (as appropriate) paid for by the local agency
- Be designed to MnDOT Trunk Highway Standards for work on the trunk highway

This program exists to provide funding for projects that deliver benefit to both the local community and the trunk highway system. These funds are intended to pay for a portion of the trunk highway eligible construction costs of the project. The right-of-way, utility relocation, mitigation, preliminary design and final costs are not eligible for funding. This program will pay for the eligible trunk highway costs and up to 8% of the construction engineering costs (for inspection, contract administration, surveying and materials testing as applicable, based on the trunk highway eligible costs). MnDOT District 3 participation on the project is based on eligibility as determined in MnDOT's Cost Participation Policy, which in turn is based upon Minnesota Statutes.

The Cost Participation Manual can be found here: <https://www.dot.state.mn.us/policy/financial/fm011.html>

Application and Selection

MnDOT District 3 (D3) will be accepting candidate projects for the Fiscal Year (FY - July 1 to June 30) 2028 and 2029 Local Partnership Program, due by January 24, 2025. The proposed budget is:

- \$1,900,000 for FY 2028
- Estimated \$1,900,000 for FY 2029 (final amount TBD)

These funds may be flexible and may be combined or shifted into other fiscal years as necessary. There is no minimum or maximum award amount. Eligible project costs can include up to 8% for construction engineering. To apply for funding submit a letter of intent/need for the project, a sketch/layout of the project and an estimate. Submit to LPP Project Manager, Luke Wehseler. Email: luke.wehseler@state.mn.us.

Schedule

- Application Deadline – January 24, 2025
- Project follow up/scoring – Spring 2025
- District 3 approval of selected projects – Spring/Summer 2025
- Kick off meeting for project pre-scoping – Date to be determined

The D3 Selection Committee (composed of District 3 staff, one County Engineer, and one City Engineer) will score and select the projects. Scoring is based on the selection criteria attached to this letter. Applicants are encouraged to include this criterion in their letter of intent.

Please submit all applications no later than **Friday, January 24, 2025**. For questions regarding the Local Partnership Program, find more at the website <http://www.dot.state.mn.us/stateaid/lpp.html> or contact me at: 218-821-0618.

I look forward to working with you.

Sincerely,



Luke L. Wehseler
MnDOT District LPP Project Manager
7694 Industrial Park Road
Baxter, MN 56425
Ph: 218-821-0618
Email: luke.wehseler@state.mn.us

cc: Mike Ginnaty
Angie Tomovic
Steve Voss
Mark Vizecky

Local Partnership Program Scoring Criteria

Dist.	Status	Selection Criteria Identified With Local Partners	Available Points	Basis
3	Pilotting	Regional & Community Priorities	30	Emphasis on local contribution and joint partnerships. Emphasis on if it is part of a plan/study that all partners associated with the project benefit from.
		Mobility & Critical Connections	20	Emphasis on cross system continuity, mobility, and access for the many types of transportation system users such as automobiles, trucks, bicycles and pedestrians.
		Project Readiness	20	Emphasis on if partners/stakeholders are committed, and how prepared are the project sponsors are to deliver the project.
		Safety	20	Emphasis on improving safety and reducing fatalities and serious injuries on the state transportation system.
		System Stewardship & Asset Management	10	Emphasis on maintaining the state's trunk highway infrastructure, aligning with future system condition needs, and managing infrastructure risks on transportation system.
			100	

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL No. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

EUGENE J. GROVER, President
RYAN P. DAVIES, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
MARVIN J. HOSE, Treasurer



JASON A. GEORGE
Business Manager/Financial Secretary

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

October 25, 2024

REGARDING: 2025 Bargaining Premium

Greetings:

The Local 49 Health Fund has set new rates, effective March 1, 2025.

Bargaining Premium: \$1,565.00 (increase of \$90.00)

COBRA Bargaining Premium Rates:

<u>Current Rate:</u>	<u>New Rate 3/1/2025:</u>
\$1,471.00	\$1,591.00 Medical Only
\$1,573.00	\$1,703.00 Medical, Dental, Vision
\$2,164.00	\$2,339.00 Medical Only (EXTENDED COBRA RATES FOR DISABLED)
\$2,314.00	\$2,505.00 Medical, Dental, Vision (EXTENDED COBRA RATES FOR DISABLED)

Any questions or concerns, please feel free to reach out to me.

Respectfully,

Dan Revier
I.U.O.E. Local 49 - Business Representative
2109 251st Street
St. Cloud, MN 56301
Cell: (320) 241-3675
drevier@local49.org



MEMORANDUM

Land Services Department

TO: County Commissioners
Crow Wing County Administrator
Crow Wing County Senior Management
Crow Wing County Planning Commission/Board of Adjustment
Townships, Crow Wing County
Municipalities, Crow Wing County
Cass County Environmental Services
Aitkin County Planning and Zoning
Morrison County Planning and Zoning
MN Department of Natural Resources
Minnesota Pollution Control Agency
Mississippi Headwaters Board
Crow Wing Soil & Water Conservation District
Lake Associations and Lake Improvement Districts
Land Services Staff
County Attorney

FROM: Chris Pence, Environmental Services Manager – Crow Wing County Land Services Department

DATE: October 15, 2024

SUBJECT: Proposed Revisions to the Crow Wing County Land Use Ordinance

Attached for your consideration and comment are proposed revisions to the Crow Wing County Land Use Ordinance.

Please see the attached documents:

- Press release
- Summary of proposed Ordinance Revisions
- Full proposed ordinance revisions

Land Services will be accepting comments on the proposed revisions until November 15, 2024. Please submit comments to landservices@crowwing.gov or mail them to 322 Laurel Street, Suite 15, Brainerd, MN 56401. Land Services can also be reached at (218) 824-1010 with any questions. The information regarding revisions to the ordinance is available at the Crow Wing County Website at www.crowwing.gov/214/Ordinance-Policy.

Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.



MEMORANDUM

Land Services Department
Gary Griffin, Director

TO: County Board of Commissioners
Planning Commission/Board of Adjustment

FROM: Chris Pence, Environmental Services Manager

DATE: October 15, 2024

SUBJECT: Land Use Ordinance Updates

Below is a summary of proposed changes to the Land Use Ordinance.

- Article 7 – Add Interim Use Permits.
- Article 9 – Housekeeping – Septic Site Suitability Requirement – Winter Window
- Article 10
 - Delete RR20, combine commercial land use districts and commercial/industrial land use districts.
 - Add Interim Use Permits
 - Delete “one per parcel) from single family dwellings
 - Cannabis uses as interim uses
 - Delete Liquor On and or off sale from the Shoreland District
 - Add marina as a conditional use in Commercial Districts
- Article 11.4 F – add setback averaging
- Article 14 – Delete RR20
- Article 15 – Add Commercial Cannabis Use
- Article 46 – Definitions
 - Cannabis Cultivation
 - Cannabis Retail Businesses
 - Cannabis Retailer
 - Interim Use Permit
 - Office of Cannabis Management
 - Place of Public Accommodation
 - Preliminary License Approval
 - Public Place – Replace Public Park
 - Residential Treatment Facility
 - Retail Registration
 - Rural Residential District – Delete RR20
 - School
 - State License, Commercial Cannabis Use
 - Structure – added the term “patio”

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CITY CALCULATIONS

**CITY OF EMILY
PAYABLE 2025**

25-Oct-24

**CITY OF EMILY
** PROPOSED RATES**

INITIAL TAX CAPACITY:	4,808,797	
less TIF Value:	0	
less FD Contrib Value:	49,391	
TAXABLE TAX CAPACITY:		4,759,406

LGA Relief: 0

41,333

PREV FD CONT:

Population	869
------------	-----

PREV TAXABLE MV:	450,499,610	2.5%
PREV TC:	4,641,595	2.5%
PREV LEVY:	1,376,810	5.0%
PREV FD DIST:	4,060	2.8%
PREV FINAL LEVY:	1,372,750	5.0%

REF MV:	198,624,640
TAX MV:	461,684,249
EST MV:	473,554,200
NEW CONST:	6,390,210

PREV RATE: 29.575%
0.713%

TYPE FUND NAME	TOTAL LEVY REQUEST	ADJUSTED LEVY	FISC DISP DISTRIB	FINAL LEVY	SPREAD LEVY	GENERAL RATE
10 CITY REVENUE	1,249,553	1,249,553	3,607.82	1,245,945	1,245,964.90	26.179%
323 CIP & IMP REF BONDS 2012A	45,754	45,754	132.10	45,622	45,642.70	0.959%
326 G.O. SEWER REV REF BONDS 2013A	120,844	120,844	348.91	120,495	120,508.16	2.532%
336 G.O. PERM IMP REV FUND BONDS 20	29,500	29,500	85.17	29,415	29,413.13	0.618%
TOTAL	1,445,651	1,445,651	4,174.00	1,441,477	1,441,528.89	30.288%

REQUIRED DEBT LEVY: \$128,945.11
Debt Levy Okay

CITY OF EMILY

CROW WING COUNTY TAX RATES FOR TAXES PAYABLE IN THE YEAR 2025

25-Oct-24 (Print Date)

*** 2025 PROPOSED TAX RATES

COUNTY RATES:	SCHOOL DISTRICT RATES:	NTC RATES	MKT VAL RATES	TOWNSHIP RATES:
Generally	ISD 181 general	20.330%	0.08183%	Bay lake Fire Dist 1
City of Baxter	ISD 181, in Brainerd general	20.228%	0.08183%	Bay lake Fire Dist 2
City of Brainerd general	ISD 181, in Brainerd RSD	20.313%	0.08183%	Center
Brainerd Rural Service Dist	ISD 182 general	8.307%	0.04820%	Crow Wing
City of Crosby	ISD 182, in Crosby only	8.110%	0.04820%	Daggett Brook
City of Deerwood	ISD 182, in Deerwood City only	8.258%	0.04820%	Deerwood
City of Ironton	ISD 182, in Ironton only	7.831%	0.04820%	Fairfield
CITY RATES:	ISD 186	7.631%	0.05957%	Fort Ripley
Baxter	ISD 001	7.061%	0.06458%	Gail Lake
Brainerd Generally	ISD 2174	3.123%	0.06326%	Garrison
Brainerd Rural Service Dist	ISD 480	11.592%	0.07960%	Ideal
Breezy Point	ISD 482	14.181%	0.14622%	Irondale
Crosby	ISD 484	20.624%	0.16896%	Jenkins
Crosslake				Lake Edward
Cuyuna	SPECIAL TAXING DISTRICT (STD) RATES:			Little Pine
Deerwood	Region 5 (countywide)		0.085%	Long Lake
Emily	County HRA (applies to all ex. Brainerd, Crosby, Pequot)		0.208%	Maple Grove
Fifty Lakes	County HRA Trust Fund (countywide)		0.187%	Mission
Fort Ripley	Cuyuna Hospital Dist (HD)		1.126%	Nokay Lake
Garrison	City of Brainerd HRA		1.306%	Oak Lawn
Ironton	City of Pequot Lakes HRA		0.943%	Pelican
Jenkins	Garrison-Kathio-West Mille Lacs Sewer Dist. (SD)		14.740%	Perry Lake
Manhattan Beach				Platte Lake
Nisswa	Areawide Rate Iron Range Fiscal Disparities:		145.583%	Rabbit Lake
Pequot Lakes				Roosevelt
Riverton	Homestead Market Value Exclusion:			Ross Lake
Trommald	The exclusion is \$38,000 minus 9% of the value over \$95,000.			St. Mathias
	The exclusion is 40% for values \$95,000 and under.			Timothy
	For values over \$517,200 there is no exclusion.			Wolford
State General Tax Rate:	Agricultural Credit:			Unorganized - Dean lake
Applied to Comm Ind	Eligibility: Ag Homestead classification	0.3%		Unorganized - 1st Assmt
Applied to Seas Rec Res/Seas Com	First \$115,000 Ag MV	0.1%		
	Ag MV over \$115,000	\$490		
	Maximum Ag Credit Allowed			
	(Max Ag Credit reached at \$260,000 Ag MV)			

TOTAL RATES BY DISTRICT ON REVERSE SIDE

COMPONENTS OF TOTAL RATES EXAMPLE:

City of Brainerd general =
 22.006% + 56.963% + 20.228% + 0.085% + 0.187% + 1.306% = 100.775%



FOR IMMEDIATE RELEASE
DATE: October 22, 2024

CONTACT
Clayton Barg
CWC Emergency
Management Director
218-825-3445
Clayton.Barg@crowwing.gov

Public Input Wanted as Crow Wing County Updates Hazard Mitigation Plan

Crow Wing County residents, community leaders, business owners, area agencies and organizations now have an opportunity to share how severe weather events impact their property and lives. There is also an opportunity to share their ideas on how to reduce local impacts in the future.

The Crow Wing County Office of Emergency Management is working with U-Spatial at the University of Minnesota Duluth to update the county's Hazard Mitigation Plan (HMP). The plan assesses the natural hazards that pose risk to the county, such as tornadoes, straight line winds, ice storms, blizzards, wildfire, flooding, and extreme temperatures and identifies ways to minimize the damage of future events. As the county works to update the plan, it wants to hear from the public.

The Crow Wing County HMP is a multi-jurisdictional plan that covers Crow Wing County, including all cities and townships within the county. The Crow Wing County HMP also incorporates the concerns and needs of school districts, watershed districts, and other related agencies, organizations, or businesses participating in the planning process. The plan will be updated by a planning team made up of representatives from county departments, local municipalities, and other key stakeholders. When completed, the plan will be submitted to the Minnesota Department of Homeland Security and Emergency Management and the Federal Emergency Management Agency (FEMA) for approval.

"Hazard mitigation planning is a central part of our emergency management program," said Clayton Barg, Crow Wing County Emergency Management Director. "Understanding the natural hazards that can cause serious impact to our communities and taking action to reduce or eliminate the impact of future disasters makes us more resilient. Hazard mitigation helps us reduce, or at times eliminate, the likelihood of damage caused by things like flooding, ice storms, and severe wind events that can damage property, stress economies, and threaten life safety in our county."

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Our Mission: Serve well. Deliver value. Drive results.

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Examples of hazard mitigation include:

- Conducting public outreach on severe weather awareness and preparedness
- Improving stormwater management systems to better handle high-rain events
- Removing existing buildings from flood or erosion prone hazard areas
- Increasing defensible space around homes in high-risk wildfire areas
- Constructing tornado safe rooms in vulnerable areas such as mobile home parks
- Burying overhead powerlines that may fail due to heavy snow, ice, or windstorms

Some mitigation activities may be eligible for future FEMA Hazard Mitigation Assistance grant funding.

Public input is an essential part of the plan update. As part of the planning process, Crow Wing County is seeking feedback from residents and businesses to incorporate into the plan. Your input will be recorded and incorporated into the planning process:

- **What are the natural hazards you feel pose the greatest risk to your community?**
- **Are there specific populations or assets in your community that you feel are more vulnerable to future storm events?**
- **What concerns do you have, and what sorts of actions do you feel would help to reduce damages of future hazard events in your community or the county as a whole?**

Your feedback is wanted. Comments, concerns, or questions regarding natural disasters and your ideas for mitigation projects should be submitted to Crow Wing County Emergency Management by phone at 218-829-4749, email Damage@crowwing.gov or by posting a comment via a social media posting of this article.

There will be additional opportunities for public feedback throughout the planning process. A draft of the plan will be made available for public review prior to submission of the plan to the State of Minnesota. Future news releases will be shared with the media to notify the public of these opportunities.

The Federal Disaster Mitigation Act of 2000 (DMA 2000) requires counties to update their plan every 5 years to maintain eligibility for FEMA's Hazard Mitigation Assistance (HMA) grant programs.

###

RECEIVED
OCT 17 2024

BY:

(320) 632-9255
405 First Street SE
Little Falls, MN 56345



ifound.org

October 17, 2024

Cari Johnson, City Clerk
City of Emily
39811 MN6 PO Box 68
Emily, MN 56447-0068

Dear Cari,

We have received the City of Emily's 2024 funding to support the work of the Initiative Foundation in Central Minnesota. Please extend our appreciation to your city council and mayor. **Thank you!**

Together, we work to build strong local economies and vibrant communities. Your investment supports economic development through business financing activities designed to create living-wage jobs, diversify economies and leverage private sector investment. Communities are strengthened through signature leadership training and capacity building programs, grants to local units of government and nonprofit organizations, early childhood initiatives and scholarships. This work will provide lasting impact on the health of the region and the future of rural Minnesota.

We truly value your partnership and your support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian'.

Brian Voerding
President

A handwritten signature in black ink, appearing to read 'Carl'.

Carl Newbanks
Vice President for Philanthropy



Powering Possible

Equal opportunity lender, provider and employer.

From: Sourcewell <service@sourcewell-mn.gov>
Sent: Thursday, November 7, 2024 2:37 PM
To: clerk@emily.net
Subject: Introducing AscendRural

[View
online](#)



Dear [First Name],

Where we live impacts our well-being. While smaller communities are resilient and resourceful, the underlying structural issues that come with sparse populations can stretch critical systems and limit access to essential resources. That's why Sourcewell is partnering with local leaders to assess regional assets and gaps to drive meaningful improvements in residents' well-being right here in central Minnesota.

Introducing AscendRural

This work is multifaceted and will require the creativity and ingenuity small towns are known for to move the needle. **AscendRural**, a new program launched by Sourcewell and created with the input of local leaders, is one solution designed to address the uniquely rural challenges that come with low density populations. This new program aims to bring together local leaders and the innovation community to pilot technology solutions in central Minnesota's Region 5 to benefit rural communities.

AscendRural challenges

AscendRural will run challenges to find promising technologies to address barriers to care in rural settings. A panel of experts, including mental health professionals, rural health specialists, funders, and community representatives, will evaluate these technologies to ensure that only proven, best-fit solutions are selected for implementation in the community.

Become a pilot partner

AscendRural is looking for community organizations interested in participating in pilots that address a wide range of well-being topics within the region.

Currently, local government entities and nonprofit organizations interested in piloting technology-based solutions that promote resilience and emotional health in rural youth are invited to submit their interest in participating as pilot partners. Selected organizations will partner with AscendRural to pilot innovative solutions that align with local needs.

Pilot partner benefits

As a pilot partner, you'll have the opportunity to preview, and be among the first to implement, technology solutions designed to address pressing issues related to access, availability, and affordability that impact the well-being of rural youth. You'll also have access to financial resources, dedicated support for implementation, and a collaborative learning community focused on innovating and iterating on piloted technologies to address the needs of those you serve. Your community leadership, and the successes realized through the pilots, will pave the way for rural communities across the country to improve their residents' well-being!

For details on becoming a pilot partner, sign up for the upcoming webinar where the partnership process, project scope, and the impact your organization can make in the region will be highlighted.

- **Date:** Nov. 20, 2024
- **Time:** 2-3 p.m.
- [Register](#)

To express your interest in becoming a pilot partner, please fill out the "Interest in Pilot" form by **Dec. 11, 2024**.

[Submit an Interest in Pilot form](#)

If this pilot does not apply to you, but you are interested in future well-being topics, please [click here](#) to receive updates about upcoming challenges.

Meet AscendRural's managing director

I'm excited to introduce Melissa Kjolsing, managing director of AscendRural. With deep Minnesota roots and extensive experience in health technology and startups, Melissa's vision and leadership will bring impactful, community-centered solutions to our region. If you have any questions on AscendRural or what it means to be a pilot partner, please reach out to Melissa at melissa.kjolsing@sourcewell-mn.org.

Thank you for the work you do to impact our communities!

Charitie Herbst
Sourcewell Senior Director of Community Solutions



To: All Regional Safety Group Members

From: Ashley Edwardson, Loss Control Program Coordinator

November 8, 2024

Reminder: RSG Training Cost Increase for 2025

Dear Members,

This memo serves as a reminder regarding the 5% annual cost increase approved by the LMCIT Board of Directors in 2023.

As outlined in last year's communication, the cost of each meeting will increase by 5%. Starting January 1, 2025, each RSG meeting will cost \$1,820. The 5% increase is part of the Board's decision to ensure the ongoing sustainability of services and accounts for rising operational costs.

Cost Allocation:

- LMCIT will continue to pay 55% of the meeting cost, amounting to \$1,001 per meeting.
- The remaining 45%, or \$819 per meeting, will be the responsibility of your Regional Safety Group (RSG) to split among its members.

We wanted to reiterate this information so that all members are aware of the updated fee structure and can plan accordingly. Invoices for 2024 will be sent out by the end of January, reflecting 2024's meeting cost of 1,732.50 per meeting. With the 2024 invoice, we are sending a renewal agreement for all RSG members. This agreement will have updated terms and conditions regarding the RSG Program. Please have your Council sign and approve the renewal agreement and return by May 2025 to continue to stay in your Regional Safety Group Program for 2026.

In addition, we would also like to remind groups that the cut-off to leave a group was October 1. If you want to leave the program, we encourage you to reach out directly about your options for 2025.

If you have any questions or need additional clarification, please contact Ashley Edwardson.

Sincerely,

Ashley Edwardson
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