

City of Emily

AGENDA

Tuesday, October 8, 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: September 17, 2024 Special Council Meeting
- FINANCIAL REPORT: September 2024 Checking Beginning Balance \$1,420,165.40, Ending Balance \$1,267,662.56
- RECEIPTS: General \$23,470.60, Sewer \$949.66, Total \$24,420.26
- CLAIMS FOR APPROVAL: \$188,080.59 for Pine River State Bank Checks #61728 to #61813 and automatic withdrawals #330823 to #330831
- INVESTMENTS (Market Value): \$407,656.08
- TOTAL CHECKING/INVESTMENTS: \$1,675,318.64

PUBLIC FORUM (Opportunity for public to address the Council during the Council Meeting.)

- SPEAKERS:** 6:10 p.m. Bruce Miller, Vice President, Emily/Outing Snowbirds, re: request for permission to use City Ballfield Park for annual youth snowmobile training on Saturday, December 7, 2024.
- 6:15 p.m. Perry May re: multi use recreational boardwalk south of Emily on the west side of State Hwy 6 in road ROW from Dam Road north ¼ mile.

FIRE AND RESCUE DEPARTMENT

- Resignation of Teresa Datzman from the Emily Fire and Rescue Department with possible required return of equipment and no required training reimbursement per the recommendation of the Fire and Rescue Department. *(Council action - motion)*
- Great Plains Fire purchases for combined total of \$27,657.00 with \$12,000 planned using Fund 225 Public Safety Aid funds and \$15,657 from 225 Firemen's Equipment Fund: *(Council action - motion)*
 - 31" SL2 Push Pull Ram eForce 28V with deluxe kit for total of \$12,420
 - 17C SL3 Brute Combi Tool 28V, Tip Vario, and Rit Tip for total of \$15,237 (Planned to be included in a Sourcewell Community Impact Funds grant application per the Capital Improvement Plan in 2025.)
- Trunk or Treat Event on Thursday, October 31 from 5 to 7 p.m. *(Information)*
- Emily Fire Relief Association audit: *(Information)*
 - 2024 Schedule Form for Lump-Sum Pension Plans (SC-24)
 - 2023 Schedule Form for Lump-Sum Pension Plans (SC-23)
 - 2023 Financial and Investment Reporting Entry (FIRE-23).
- Blair Mileski attendance of MSFDA Conference and Fire School September 20 and 21, 2024 in Mankato for \$275 (eligible for MBFTE reimbursement), 2 nights in hotel up to \$300 \$420 total, plus reimbursement of mileage and meals. *(Council action - motion)*

LAW ENFORCEMENT

- Update on Northern Outpost for Sheriff's Office. *(Information)*

WASTEWATER

- S.E.H. Agreement for Professional Services for the WWTP Influent Structure Replacement including preliminary design, final design, and bidding for a lump sum fee of \$59,300 including expenses and equipment. *(Council action – motion)*

PLANNING & ZONING

- Planning Commission recommendation to adopt Ordinance No. 2024-06 Adding Section 154: Cannabis Businesses *(Council action – motion)*

ATTORNEY

- Determination regarding new State legislation requiring Crow Wing County to sell tax forfeited properties within six months of their forfeiture date regarding the tax forfeit of a portion of Anna Drive. *(Information)*
- Update regarding 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

- S.E.H. 2025 Street Project Proposal for Design and Construction to include a City resurfacing improvements project with CWC Highway Department's planned 2025 rehabilitation project. The project scope would include preparation of plans and specifications, construction administration and observation, project management, meeting with Road Committee, coordination with CWC staff, presentation of plans and bid results, and project closeout for a fee hourly estimated to be \$20,000 including expenses and equipment. Need to inform CWC of the roads to be resurfaced by December 2024.
- Sourcewell Third-Party Services Reimbursement program application for reimbursement of up to \$20,000 of S.E.H. engineering fees for the Roosevelt Drive Bridge replacement. *(Council action – motion)*
- Emily Sand & Gravel invoice for \$11,200 for 1,000 yards of Class 5 aggregate, storage on site, and use of a loader, upon determination of funding and upon filing of Affidavit of Official Interest in Claim. *(Council action – motion)*
- Update on damage to Blue Lane East pavement by contractors. *(Council action – motion)*

MAINTENANCE

CITY HALL

- Thelen Heating & Roofing quote for preventative maintenance for semiannual visits with contract/ payment options of:
 - \$1,300 per visit.
 - Time and material pricing of \$128 per hour for labor for approximately 4 to 7 hours per visit, approximately \$400 per visit in filters and belts, and drive time. *(Council action – motion)*
- Request for Crow Wing County to add a generator for the City of Emily to their All-Hazard Mitigation Plan in preparation for the planned grant request from FEMA in 2025. *(Council action – motion)*

CEMETERY

PARKS

- Use of Ballfield Park for Annual Youth Snowmobile Training on Saturday, December 7, 2024 by Emily/Outing Snowbirds Snowmobile Club. *(Council action – motion)*

LIBRARY

PERSONNEL

- Dan Revier, Union Representative, International Union of Operating Engineers Local No. 49 regarding proposed 2025-2027 Union Contract terms. *(Council action – motion)*

EMILY WATERS

ECONOMIC DEV. (EDA)

CODIFICATION

- Public Hearing for 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:

- Liquor license renewals pending receipt of all information, completed background check, and any amount due to the City paid in full: *Information - motion*
 - Barrett's Log Cabin Inc. - On Sale \$1,200, Off Sale \$200, Sunday On Sale \$200
 - Larson Saloon 2 Inc - On Sale \$1,200, Off Sale \$200, Sunday On Sale \$200
 - Red Pine Ventures Inc. – On Sale \$1,200, Sunday On Sale \$200
 - Diners Chicken Shack Inc. - On Sale Wine \$600 with strong beer, 3.2 On Sale \$75, Sunday On Sale \$200
 - Reddings Sports & Spirits Inc. - Off Sale \$200
 - ELCF Inc. (Lake Country Foods) - Off Sale \$200
 - Ernie Rose Golf III LLC - 3.2 On Sale 7 mos. \$44.00
- *Over the Hills Gang ATV Club development of multi-use recreational boardwalk south of Emily. (Council action - motion)*

CORRESPONDENCE:

- ✓ Crow Wing County re: Recreation Ordinance Comment Period.
- ✓ Crow Wing County re: Solid Waste Ordinance Comment Period.

Scheduled Upcoming Meetings:

- General Election will be held on Tuesday, November 5, 2024.
- 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

September 17, 2024
Special Meeting

THESE MINUTES ARE PARAPHRASED AND ARE NOT WRITTEN WORD FOR WORD.

The Emily City Council met for a Special Meeting on Tuesday, September 17, 2024 in the Council Chambers and was called to order by Mayor Tracy Jones at 6:06 p.m. Councilmembers Bryce Butcher, Gerhart Hanson, Andrew Hemphill, and Gregory Koch were present. Cari Johnson, City Clerk/Treasurer, was also present.

The Pledge of Allegiance was recited.

The Council discussed propane vendor quotes. **COUNCILMEMBER BUTCHER MADE THE MOTION TO CONTRACT WITH FERRELLGAS FOR \$1.199 PER GALLON FIXED PRICE THROUGH NOVEMBER 30, 2024 AND THEN CAPPED AT \$1.459 PER GALLON FROM DECEMBER 1, 2024 THROUGH JUNE 30, 2025 WITH WAIVER OF ALL DELIVERY FEES DURING THE CONTRACT TERM. MAYOR JONES SECONDED THE MOTION.** Discussion included Ferrellgas is the current propane provider for the City and has provided great service. **ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.**

Councilmember Butcher recused himself from the meeting.

Mayor Jones opened the sealed quotes for 1,000 yards of Class 5 aggregate, including loading and storage on site. The quotes received were:

- Moritz Excavating & Septic for 1,000 yards of Class 5, use of a loader to load the Class 5, and storage on site for a total of \$12,000.
- Emily Sand & Gravel for 1,000 yards of Class 5 at \$11.20 per yard for a total of \$11,200, including storage on site and use of a loader to load the Class 5.

COUNCILMEMBER HEMPHILL MADE THE MOTION TO ADOPT RESOLUTION 24-45 TO CONTRACT WITH A CITY OFFICIAL TO CONTRACT WITH BRYCE BUTCHER, COUNCILMEMBER AND OWNER OF EMILY SAND & GRAVEL, TO PURCHASE 1,000 YARDS OF CLASS 5 AGGREGATE FOR \$11,200, INCLUDING STORAGE ON SITE AND USE OF A LOADER. COUNCILMEMBER HANSON SECONDED THE MOTION. ROLL CALL VOTE – JONES, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION PASSED.

Councilmember Butcher rejoined the meeting.

MAYOR JONES MADE THE MOTION TO HIRE MIDWEST SECURITY AND FIRE TO PURCHASE AND INSTALL TWO MULTI CLASS READERS AND UPDATED KEYPADS FOR READER CONNECTION FOR THE NORTHERN OUTPOST FOR A TOTAL OF \$1,179.72. COUNCILMEMBER BUTCHER SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

The Council discussed the proposed Capital Improvement Plan (CIP) Projects by Funding Source 2025-2029 spreadsheet. Meetings were held with department heads to review the proposed Preliminary Budget and proposed CIP. The City could apply for a FEMA or USDA grant for a City Hall generator and work with Sourcewell for potential reimbursement for the grant writing. Planning for a FEMA or USDA grant for the City Hall generator made applying for funds from the Sourcewell Community Impact Fund available for other options. The Council plans to apply for Sourcewell Community Impact Funds for a zero-turn gas lawnmower, two radios and one pager for the Fire and Rescue Department, a security camera for the Library, and a Genesis Brute Combi Tool for the Fire and Rescue Department. The Sewer Fund additions include \$20,000 for replacement of the main liftstation pump as part of a 6 year replacement plan and saving \$30,000 to replace the influent control structure in 5 years. Revisions to the proposed CIP included:

- Removal of the purchase of a tire changer/balancer for \$3,000.
- Moved purchase of a used First Responder vehicle/ambulance for \$100,000 from 2025 to 2027.
- Moved purchase of a Fire and Rescue Department brush rig for \$60,000 from 2025 to 2027.
- Removal of the 2026 purchase of a stump grinder for \$5,000.
- Removal of the 2026 purchase of a tree spade Bobcat attachment for \$15,000.
- Addition of a second electronic speed sign for County Road 1 East for an additional \$3,200.

The Council discussed the proposed 2025 Preliminary Budget for the 100 General Fund. Revisions to the Budget for receipts included:

- Addition to Grants & Aids from Other LGUs for reimbursement to grant writer for FEMA/USDA grant application of \$1,500 for combined total of \$2,500.

The City Hall budget includes \$4,000 for preventative maintenance of the HVAC system. The Fire Administration budget includes the required contribution of \$48,010, which includes the additional First Responders, and an additional \$20,000 towards the Fire Relief pension deficit. Clean Up Day is planned for 2025. The budget includes \$50,000 for the historic 125th year celebration. Revisions to the Budget for disbursements included:

- Removal of Council/Mayor wage increases of \$25 per meeting.
- Increase to City Hall, Professional Services: Administrative for grant writing for the FEMA/USDA grant application to \$2,500.
- Addition of \$3,200 for a second electronic speed sign for total of \$6,400 in the Traffic Engineering Expenditures budget.
- Removal of \$3,000 for a tire changer in the Maintenance Shop budget.
- Purchase of a security camera for the Library will be added to a Sourcewell Impact Funds grant application.
- Reduction of the Emily Waters budget from \$29,750 to \$20,000.

The planned total of \$313,909.43 for a 2025 street improvement project with Crow Wing County includes Small Cities Assistance – Streets from 2021 (remainder), 2024, and estimated amount of \$54,923 for 2025, \$33,347.80 from the 2023 budgeted transfer originally planned for the maintenance truck, \$65,689.88 budgeted in 2024 to be saved for 2025, and \$95,116.25 budgeted for 2025.

The Council reviewed bonds and other long term debt. The City's bonds include the following: Fund 303 CIP City Hall, Fund 304 2014 Road Improvement Project, and Fund 602 2013 Refunding of Sewer Revenue. Projected debt service fund balances at year end 2025 result in the following recommended levy additions for bonds:

Fund 303	Recommended Ehlers levy addition of \$45,753.75
Fund 304	Recommended levy addition of \$29,500.00 (Ehlers recommended \$20,271.61)
Fund 602	Recommended levy addition of \$120,843.75 with additional \$57,924.00 for sewer maintenance for new main liftstation pump and \$30,000 towards replacement of the influent control structure (Ehlers recommended \$62,919.75)

The Council discussed the proposed 2025 Property Tax Values provided by Crow Wing County. The target used for the proposed preliminary budget was a 5% increase. Property tax increases for a 6% property tax levy were reviewed.

MAYOR JONES MADE THE MOTION TO APPROVE THE 2025-2029 CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS BY FUNDING SOURCE SPREADSHEET AS REVISED. 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 ADOPT THE 2025 PRELIMINARY BUDGET FOR THE 100 GENERAL FUND AT \$1,767,388.74 AS REVISED AND FOR THE 602 SEWER FUND AT \$213,507.75. COUNCILMEMBER KOCH SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.

MAYOR JONES MADE THE MOTION TO ADOPT THE 2025 PRELIMINARY CITY TAX LEVY AT 1,445,650.74. COUNCILMEMBER HEMPHILL SECONDED THE MOTION. Discussion included the Preliminary City Tax Levy is a 5% increase from last year and includes the following additions for bonds: \$45,753.75 for the Fund 303 CIP City Hall, \$29,500.00 for the Fund 304 2014 Road Improvements, and \$120,843.75 for the Fund 602 2013 Refunding of Sewer Revenue. **ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED.**

COUNCILMEMBER BUTCHER MADE THE MOTION TO ADJOURN THE MEETING. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, BUTCHER, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED. The meeting ended at 7:47 p.m.

Respectfully submitted,

Attest:

Cari Johnson, MCMC
City Clerk/Treasurer

Tracy Jones
Mayor

As on 9/30/2024

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	924,920.98	1,179.93	0.00	846,083.35	6,909.23	0.00	750,780.80	123,369.61	874,150.41
Road and Bridge	106,569.71	37,641.82	0.00	0.00	10,492.20	0.00	0.00	133,719.33	0.00	133,719.33
Small Cities Revolving Loan Fund	15,705.14	6,127.85	0.00	0.00	0.00	0.00	0.00	21,832.99	0.00	21,832.99
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	43,078.91	0.00	0.00	2,926.42	0.00	2,926.42
Library	1,581.22	448.19	0.00	0.00	0.00	0.00	0.00	2,029.41	0.00	2,029.41
Firemens equip fund 225	86,287.79	40,104.61	0.00	0.00	27,203.02	0.00	0.00	99,189.38	0.00	99,189.38
1st Resp. equip fund 226	53,715.54	11,113.63	410.42	0.00	410.42	2,173.81	0.00	62,655.36	42,911.15	105,566.51
Emily Area Recycling 227	0.00	128.35	0.00	0.00	290.00	0.00	0.00	(161.65)	0.00	(161.65)
Police Fund 228	12,127.16	10,019.03	0.00	0.00	10,000.00	0.00	0.00	12,146.19	0.00	12,146.19
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	29,527.91	0.00	0.00	45,600.00	0.00	0.00	29,571.69	0.00	29,571.69
Debt Service PRI 2014 304	38,166.14	26,628.51	0.00	0.00	43,012.50	0.00	0.00	21,782.15	0.00	21,782.15
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	13,645.54	718.22	0.00	65,637.00	3,804.16	0.00	(6,683.25)	75,094.55	68,411.30
CEMETERY CD 407	30,003.82	30.30	0.00	0.00	9,083.26	0.00	0.00	20,950.86	0.00	20,950.86
SMALL CITIES CD 408	1,326.47	1,903.47	359.10	0.00	359.10	1,902.08	0.00	1,327.86	37,547.27	38,875.13
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	1,362.40	256.52	0.00	256.52	1,358.64	0.00	3,316.92	26,819.47	30,136.39
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	11.66	0.00	0.00	0.00	0.00	0.00	10,087.85	0.00	10,087.85
CAP. PROJ. FIRE CD 414	5,015.54	5.85	0.00	0.00	0.00	0.00	0.00	5,021.39	0.00	5,021.39
CAP PROJ. RD CD 415	18,601.28	2,738.69	513.01	0.00	513.01	2,717.25	0.00	18,622.72	53,638.96	72,261.68
FUT. CITY DEV. CD 416	(2,204.61)	1,902.07	359.09	0.00	359.09	1,902.07	0.00	(2,204.61)	37,547.27	35,342.66

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 SEWER 617	102,531.58	112,447.81	102.60	0.00	140,867.26	543.45	0.00	73,671.28	10,727.80	84,399.08
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	1,231,015.25	3,898.89	0.00	1,253,245.64	21,310.69	0.00	1,260,852.50	407,656.08	1,668,508.58

For the Period: 9/1/2024 To 9/30/2024

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$882,864.12	\$6,741.50	\$138,824.82	\$750,780.80	\$0.00	\$3,928.10	\$754,708.90
Road and Bridge	\$133,701.75	\$17.58	\$0.00	\$133,719.33	\$0.00	\$0.00	\$133,719.33
Small Cities Revolving Loan Fund	\$21,133.09	\$699.90	\$0.00	\$21,832.99	\$0.00	\$0.00	\$21,832.99
Small Cities Housing Rehabilitation Fund	\$4.41	\$0.00	\$0.00	\$4.41	\$0.00	\$0.00	\$4.41
American Rescue Plan Fund	\$5,676.31	\$0.34	\$2,750.23	\$2,926.42	\$0.00	\$0.00	\$2,926.42
Library	\$2,029.07	\$0.34	\$0.00	\$2,029.41	\$0.00	\$0.00	\$2,029.41
Firemens equip fund 225	\$89,406.86	\$10,013.06	\$230.54	\$99,189.38	\$0.00	\$0.00	\$99,189.38
1st Resp. equip fund 226	\$61,126.92	\$1,834.82	\$306.38	\$62,655.36	\$0.00	\$0.00	\$62,655.36
Emily Area Recycling 227	(\$125.65)	\$0.00	\$36.00	(\$161.65)	\$0.00	\$0.00	(\$161.65)
Police Fund 228	\$12,144.52	\$1.67	\$0.00	\$12,146.19	\$0.00	\$0.00	\$12,146.19
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	\$29,567.84	\$3.85	\$0.00	\$29,571.69	\$0.00	\$0.00	\$29,571.69
Debt Service PRI 2014 304	\$21,779.30	\$2.85	\$0.00	\$21,782.15	\$0.00	\$0.00	\$21,782.15
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)	\$4,469.75	\$3,036.17	\$14,189.17	(\$6,683.25)	\$0.00	\$0.00	(\$6,683.25)
CITY HALL CD 406	\$20,948.18	\$2.68	\$0.00	\$20,950.86	\$0.00	\$0.00	\$20,950.86
CEMETERY CD 407	\$1,327.69	\$268.26	\$268.09	\$1,327.86	\$0.00	\$0.00	\$1,327.86
SMALL CITIES CD 408	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POLICE DEPART. 409	\$3,316.42	\$192.00	\$191.50	\$3,316.92	\$0.00	\$0.00	\$3,316.92
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	\$10,086.51	\$1.34	\$0.00	\$10,087.85	\$0.00	\$0.00	\$10,087.85
CAP. PROJ. FIRE CD 414	\$5,020.72	\$0.67	\$0.00	\$5,021.39	\$0.00	\$0.00	\$5,021.39
CAP PROJ. RD CD 415	\$18,620.21	\$385.48	\$382.97	\$18,622.72	\$0.00	\$0.00	\$18,622.72
FUT. CITY DEV. CD 416	(\$2,204.61)	\$268.09	\$268.09	(\$2,204.61)	\$0.00	\$0.00	(\$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	\$94,488.51	\$949.66	\$21,766.89	\$73,671.28	\$0.00	\$2,881.96	\$76,553.24
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
 \$1,267,662.56
 Balanced
 10-8-24
 CS

Plus
 Outstanding
 Checks
 \$0.00
 \$6,810.06

Less
 Deposits
 In Transit
 \$0.00
 \$0.00

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

Total
 Disbursed
 \$0.00
 \$179,214.68

Total
 Receipts
 \$0.00
 \$24,420.26

Beginning
 Balance
 \$0.00
 \$1,415,646.92

Name of Fund
 Donor pass thru 851
 Total

Name of Fund	Beginning Balance	Total Receipts	Total Disbursed	Ending Balance	Plus Outstanding Checks	Less Deposits In Transit	Total Per Bank Statement
Andrew D Hemphill City Council/Town Board	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bryce L Butcher City Council/Town Board	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GERHART L. HANSON, JR City Council/Town Board	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gregory A Koch City Council/Town Board	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRACY ALLEN JONES City Council/Town Board, Mayor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

As of 10/8/2024

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	\$926,100.91	\$852,992.58	\$750,780.80
Road and Bridge	\$106,569.71	\$37,641.82	\$10,492.20	\$133,719.33
Small Cities Revolving Loan Fund	\$15,705.14	\$6,127.85	\$0.00	\$21,832.99
Small Cities Housing Rehabilitation Fund	\$4.41	\$0.00	\$0.00	\$4.41
American Rescue Plan Fund	\$45,963.75	\$41.58	\$43,078.91	\$2,926.42
Library	\$1,581.22	\$448.19	\$0.00	\$2,029.41
Firemens equip fund 225	\$86,287.79	\$40,104.61	\$27,203.02	\$99,189.38
1st Resp. equip fund 226	\$53,715.54	\$11,524.05	\$2,584.23	\$62,655.36
Emily Area Recycling 227	\$0.00	\$128.35	\$290.00	(\$161.65)
Police Fund 228	\$12,127.16	\$10,019.03	\$10,000.00	\$12,146.19
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	\$29,527.91	\$45,600.00	\$29,571.69
Debt Service PRI 2014 304	\$38,166.14	\$26,628.51	\$43,012.50	\$21,782.15
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
Parcel Acquisition and Development (Optional)	\$48,394.15	\$14,363.76	\$69,441.16	(\$6,683.25)
CITY HALL CD 406	\$30,003.82	\$30.30	\$9,083.26	\$20,950.86
CEMETERY CD 407	\$1,326.47	\$2,262.57	\$2,261.18	\$1,327.86
SMALL CITIES CD 408	\$0.00	\$0.00	\$0.00	\$0.00
POLICE DEPART. 409	\$3,313.16	\$1,618.92	\$1,615.16	\$3,316.92
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	\$11.66	\$0.00	\$10,087.85
CAP. PROJ. FIRE CD 414	\$5,015.54	\$5.85	\$0.00	\$5,021.39
CAP PROJ. RD CD 415	\$18,601.28	\$3,251.70	\$3,230.26	\$18,622.72
FUT. CITY DEV. CD 416	(\$2,204.61)	\$2,261.16	\$2,261.16	(\$2,204.61)
SHOP BLDG CD 417	\$0.00	\$0.00	\$0.00	\$0.00
Sewage Collection and Disposal	\$102,531.58	\$112,550.41	\$141,410.71	\$73,671.28
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	\$1,234,914.14	\$1,274,556.33	\$1,260,852.50

Date of Report : 10/8/2024

Outstanding Checks

<u>Date of Check</u>	<u>Check Number</u>	<u>To Whom Paid</u>	<u>Check Amount</u>
08/12/2024	61639	Payroll Period Ending 08/09/2024	\$34.34
09/10/2024	61711	Payroll Period Ending 09/10/2024	\$34.34
09/25/2024	61759	Colonial Life	\$56.92
09/25/2024	61761	Sandra Wgeishofski	\$100.00
09/25/2024	61764	Tri-County Septic Inspection	\$200.00
09/25/2024	61765	CROSBY-IRONTON COURIER	\$40.60
09/25/2024	61766	GAMMELLO - PEARSON, PLLC	\$2,991.60
09/25/2024	61767	PEOPLESERVICE, INC.	\$2,881.96
09/25/2024	61768	Verizon	\$104.30
09/25/2024	61769	THELEN HEATING & ROOFING, INC.	\$320.00
09/25/2024	61770	Crow Wing County Recorder	\$46.00
		Total	\$6,810.06

Schedule 8 - Investment Activity

10/8/2024

For the period: 9/1/2024 To 9/30/2024

Investment Type	Description	Beginning Balance	Date	Deposits	Withdrawals	Ending Balance
Money Market/Bonds	MIMMF/Municipal Bonds:Varying Maturities,	405,603.81	09/01/2024			
			09/30/2024	87.29		405,691.10
			09/30/2024	30.36		405,721.46
			09/30/2024	53.13		405,774.59
			09/30/2024	26.57		405,801.16
			09/30/2024	18.98		405,820.14
			09/30/2024	37.95		405,858.09
			09/30/2024	26.57		405,884.66
			09/30/2024	7.59		405,892.25
			09/30/2024	663.67		406,555.92
			09/30/2024	230.84		406,786.76
			09/30/2024	403.98		407,190.74
			09/30/2024	201.99		407,392.73
			09/30/2024	144.28		407,537.01
			09/30/2024	288.55		407,825.56
			09/30/2024	201.99		408,027.55
			09/30/2024	57.71		408,085.26
			09/30/2024		129.88	407,955.38
			09/30/2024		45.18	407,910.20
			09/30/2024		79.06	407,831.14
			09/30/2024		39.53	407,791.61
			09/30/2024		28.24	407,763.37
			09/30/2024		56.47	407,706.90
			09/30/2024		39.53	407,667.37
			09/30/2024		11.29	407,656.08
Total		2,481.45		2,481.45	429.18	407,656.08
Total All Investments				2,481.45	429.18	407,656.08

	Bbalance	Re-Investments	Interest	Gain/Loss	Ebalance	Bond Earned Interest Deposited in MMDA12
Cash/Dreyfus Tr Money Market Deposit Account	\$ 971.83	\$ (118.17)	\$ 288.44	\$ -	\$ 1,142.10	\$ 183.20
Money Market Total	\$ 971.83	\$ (118.17)	\$ 288.44	\$ -	\$ 1,142.10	
Muni Bonds/CDs/Treasury Bill						
Rockland Fed Cr Un Rockland Mass	\$ -	\$ 55,004.50	\$ -	\$ (45.75)	\$ 54,958.75	
United FID Bk FSB Evansville Ind	\$ -	\$ 49,997.50	\$ -	\$ 345.00	\$ 50,342.50	
Lake Cnty ILL Cmnty Unit Sch Bds	\$ 19,953.80	\$ -	\$ -	\$ 9.20	\$ 19,963.00	
Federal Home Ln Bks Cons	\$ 60,022.80	\$ (61,650.00)	\$ 1,650.00	\$ (22.80)	\$ 0.00	
Signature Bk New York NY CD	\$ 144,733.20	\$ -	\$ -	\$ 84.10	\$ 144,817.30	
Washington Fed Bk Seattle CD	\$ 33,978.92	\$ -	\$ -	\$ 13.26	\$ 33,992.18	
MN St Hsg Fin Agy Taxable Residential	\$ 39,974.00	\$ -	\$ -	\$ 36.40	\$ 40,010.40	
US Treasury NTS	\$ -	\$ 62,766.17	\$ -	\$ (336.32)	\$ 62,429.85	
US Treasury Bill	\$ 105,969.26	\$ (106,000.00)	\$ 543.01	\$ (512.27)	\$ (0.00)	
US Treasury Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 183.20
Municipal Bonds/CDs/Treas. Bill Total	\$ 404,631.98	\$ 118.17	\$ 2,193.01	\$ (429.18)	\$ 406,513.98	
TOTAL INVESTMENTS	\$ 405,603.91	\$ (0.00)	\$ 2,481.45	\$ (429.18)	\$ 407,656.08	

	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
100 General Fund	\$ 115,000.00	\$ 122,748.53	\$ (35.77)	\$ 87.29	\$ -	\$ 35.77	\$ 663.67	\$ (129.88)	\$ 123,369.61	\$ 123,369.61
226 1st Resp. Equipment Fund	\$ 40,000.00	\$ 42,695.14	\$ (12.44)	\$ 30.36	\$ -	\$ 12.44	\$ 230.84	\$ (45.18)	\$ 42,911.16	\$ 42,911.16
404 Park Acquisition and Dev't	\$ 70,000.00	\$ 74,716.50	\$ (21.77)	\$ 53.13	\$ -	\$ 21.77	\$ 403.98	\$ (79.06)	\$ 75,094.55	\$ 75,094.55
407 Cemetery	\$ 35,000.00	\$ 37,358.24	\$ (10.88)	\$ 26.57	\$ -	\$ 10.88	\$ 201.99	\$ (39.53)	\$ 37,547.27	\$ 37,547.27
409 Police Department	\$ 25,000.00	\$ 26,684.45	\$ (7.77)	\$ 18.98	\$ -	\$ 7.77	\$ 144.28	\$ (28.24)	\$ 26,819.47	\$ 26,819.47
415 Capital Project Roads	\$ 50,000.00	\$ 53,368.92	\$ (15.55)	\$ 37.95	\$ -	\$ 15.55	\$ 288.55	\$ (56.47)	\$ 53,638.95	\$ 53,638.95
416 Future City Development	\$ 35,000.00	\$ 37,358.24	\$ (10.88)	\$ 26.57	\$ -	\$ 10.88	\$ 201.99	\$ (39.53)	\$ 37,547.27	\$ 37,547.27
602 Sewage Collection and Disp.	\$ 10,000.00	\$ 10,673.79	\$ (3.11)	\$ 7.59	\$ -	\$ 3.11	\$ 57.71	\$ (11.29)	\$ 10,727.80	\$ 10,727.80
Total	\$ 380,000.00	\$ 405,603.81	\$ (118.17)	\$ 288.44	\$ -	\$ 118.17	\$ 2,193.01	\$ (429.18)	\$ 407,656.08	\$ 407,656.08

Balanced
10-8-24
DP

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

<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>
09/03/2024	Thomas Thielen	13576*	Inv. 24-41: Vertical Pedestrian Sign and Base	(09/09/2024) -	N Refunds	100-36240-	\$ 166.00
09/03/2024	Jon Stern	13577*	Small Cities Revolving Loan	(09/09/2024) -	N State MIF Business Loans COVID-19	204-36203-15	\$ 167.51
09/03/2024	Curt Burroughs	13578	Land Use Permit	(09/09/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 150.00
09/03/2024	Cindy Davis	13579	Rental of 8 Tables and 35 Chairs	(09/09/2024) -	N City/Town Hall Rent	100-34101-	\$ 75.00
09/03/2024	Fletcher Jarvis	13580	Open Gym Damages	(09/09/2024) -	N City/Town Hall Rent	100-34101-	\$ 75.00
09/03/2024	Emily Meats - Tracy Jones	13581	Temporary Trailer Permit	(09/09/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 60.00
09/03/2024	Gerold Swedell	13582	Land Use Permit	(09/09/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 150.00
09/03/2024	Gerold Swedell	13583	Septic Permit	(09/09/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 260.00
09/04/2024	Verizon Wireless	13585	Monthly Cell Tower Lease Payment	(09/09/2024) -	N Verizon Rental	100-34951-	\$ 1,100.00
09/06/2024	Chet Bodin	13588	Land Use Permit	(09/09/2024) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 250.00

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

<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>
09/09/2024	Date Fredrickson	13589	SSTS Permit	(09/10/2024) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 250.00
09/09/2024	Shanda Landes	13590	Copy X1	(09/10/2024) -	N	Copies/Faxes	100-34112-	\$ 260.00
09/09/2024	Kira Floisand	13591	Inv. 24-47 1st Resp. Unit Training Reimbursement	(09/12/2024) -	N	Refunds	100-36240-	\$ 50.00
09/09/2024	Dan and Fran Barrett	13592*	Small Cities Revolving Loan	(09/10/2024) -	N	State MIF Business Loans COVID-19	204-36203-15	\$ 167.51
09/10/2024	Brenny Family Funeral Chapel	13593	Casket Burial - Steven O'Brien, Blk 17 Lot 7 S 1/4 of N 1/2	(09/10/2024) -	N	Cemetery -Grave openings	100-34941-	\$ 500.00
09/10/2024	Cuyuna Range Monument	13594	Staking Fee - Jessie Guelich - Blk 24 Lot 10 S 1/4 of S 1/2	(09/10/2024) -	N	Cemetery -Grave openings	100-34941-	\$ 50.00
09/10/2024	Michelle Motzko	13595	Land Use Permit 24-79	(09/12/2024) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 75.00
09/11/2024	Emily Ace Hardware	13596	Land Use Permit 24-77	(09/12/2024) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 150.00
09/11/2024	Chris Aanestad	13597	Land Use Permit - ACH	(09/16/2024) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 150.00
09/11/2024	Dan Johnson and Heather Mitylyng	13598*	Small Cities Revolving Loan	(09/12/2024) -	N	State MIF Business Loans COVID-19	204-36203-15	\$ 362.03

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

<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>
09/12/2024	Emily Firemen's Relief Association	13599	Res. 24-39 Donation - 1st Resp Unit Equip Fund	(09/12/2024) -	N	Contributions and Donations from Private Sources	226-36230-	\$ 520.40
								<u>\$ 520.40</u>
09/12/2024	Emily Outing Fifty Lakes Area Lions	13600	Res. 24-40 Donation - Park - Pickleball Fund	(09/12/2024) -	N	Contributions and Donations from Private Sources	404-36230-24	\$ 2,200.00
								<u>\$ 2,200.00</u>
09/12/2024	Gerhart Hanson, Jr.	13601	Res. 24-41 - Donation - Park - Pickleball Fund	(09/12/2024) -	N	Contributions and Donations from Private Sources	404-36230-24	\$ 300.00
								<u>\$ 300.00</u>
09/12/2024	Anonymous Donor	13602	Res. 24-42 - 1st Resp Unit Equip Fund	(09/12/2024) -	N	Contributions and Donations from Private Sources	226-36230-	\$ 1,000.00
								<u>\$ 1,000.00</u>
09/12/2024	Emily Firemen's Relief Association	13603	Res. 24-43 - Firemen's Equip Fund	(09/12/2024) -	N	Contributions and Donations from Private Sources	225-36230-	\$ 10,000.00
								<u>\$ 10,000.00</u>
09/12/2024	Moritz Excavating and Septic	13604	2024 Licensed Sewer Contractor	(09/12/2024) -	N	Licenses & Permits	602-32101-	\$ 125.00
								<u>\$ 125.00</u>
09/12/2024	Jake Hodges	13605	Rental of 18 Tables and 140 Chairs	(09/16/2024) -	N	City/Town Hall Rent	100-34101-	\$ 230.00
								<u>\$ 230.00</u>
09/13/2024	Amy Prokott	13606	Copies X2	(09/16/2024) -	N	Copies/Faxes	100-34112-	\$ 0.50
								<u>\$ 0.50</u>
09/16/2024	Lakes Area Title	13607	Inv. 24-49 Assessment Search	(09/19/2024) -	N	Assessment Searches	100-34107-	\$ 25.00
								<u>\$ 25.00</u>
09/16/2024	Brandyn Pelphrey	13608	Land Use and SSTS Permits - ACH	(09/19/2024) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 735.00
								<u>\$ 735.00</u>

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

Date	Remitter	Receipt #	Description	Deposit ID	Void	Account Name	F-A-P	Total
09/17/2024	UTILITY BILLING	13609	Sewer Charges	(09/19/2024) -	N	Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 459.55 \$ 67.00 \$ 526.55
09/19/2024	Lakes Area Title	13610	Inv. 24-50 Assessment Search	(09/24/2024) -	N	Assessment Searches	100-34107-	\$ 25.00 \$ 25.00
09/19/2024	Bradley Tutch	13611	2 Cemetery Plots: Blk 22 Lot 3 N 1/2	(09/24/2024) -	N	Cemetery -Sale of lots	100-34942-	\$ 600.00
09/30/2024	SJR Holdings	13612*	Commercial Land Use Permit	(09/30/2024) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 600.00 \$ 600.00
09/30/2024	Sourcewell	13613	***VOID\$400.00***EMS Training Reimbursement	(09/30/2024) -	Y	Grants & Aids from Other LGUs	100-33631-	\$ - \$ -
09/30/2024	UTILITY BILLING	13614	Sewer Charges	(09/30/2024) -	N	Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 192.24 \$ 19.23 \$ 211.47
09/30/2024	PINE RIVER STATE BANK	13617	Int CR Checking	(09/30/2024) -	N	Interest Earning	100-36210- 201-36210- 204-36210- 206-36210- 211-36210- 225-36210- 226-36210- 228-36210- 303-36210- 304-36210- 406-36210- 407-36210- 409-36210- 413-36210- 414-36210- 415-36210- 602-36210-	\$ 98.91 \$ 17.58 \$ 2.85 \$ 0.34 \$ 0.34 \$ 13.06 \$ 8.04 \$ 1.67 \$ 3.85 \$ 2.85 \$ 2.68 \$ 0.17 \$ 0.50 \$ 1.34 \$ 0.67 \$ 2.51 \$ 10.05

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
09/30/2024	Pershing	13626	Int CR MIMF and Muni Bonds/CDs/Treasury Bills	(09/30/2024) -	N Interest Earning	100-36210-	\$ 87.29
					Interest Earning	100-36210-	\$ 663.67
					Interest Earning	226-36210-	\$ 230.84
					Interest Earning	226-36210-	\$ 30.36
					Interest Earning	404-36210-	\$ 53.13
					Interest Earning	404-36210-	\$ 403.98
					Interest Earning	407-36210-	\$ 201.99
					Interest Earning	407-36210-	\$ 26.57
					Interest Earning	409-36210-	\$ 18.98
					Interest Earning	409-36210-	\$ 144.28
					Interest Earning	415-36210-	\$ 288.55
					Interest Earning	415-36210-	\$ 37.95
					Interest Earning	416-36210-	\$ 26.57
					Interest Earning	416-36210-	\$ 201.99
					Interest Earning	602-36210-	\$ 57.71
					Interest Earning	602-36210-	\$ 7.59
							\$ 2,481.45
09/30/2024	Money Market/Bonds	IAW10856	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	100-39990-	\$ 129.88
09/30/2024	Money Market/Bonds	IAW10857	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	226-39990-	\$ 45.18
09/30/2024	Money Market/Bonds	IAW10858	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	404-39990-	\$ 79.06
09/30/2024	Money Market/Bonds	IAW10859	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	407-39990-	\$ 39.53
09/30/2024	Money Market/Bonds	IAW10860	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	409-39990-	\$ 28.24

Fund Name: All Funds

Date Range: 09/01/2024 To 09/30/2024

<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>
09/30/2024	Money Market/Bonds	IAW10861	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	415-39990-	\$ 56.47
							<u>\$ 56.47</u>
09/30/2024	Money Market/Bonds	IAW10862	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	416-39990-	\$ 39.53
							<u>\$ 39.53</u>
09/30/2024	Money Market/Bonds	IAW10863	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	602-39990-	\$ 11.29
							<u>\$ 11.29</u>
							<u>\$ 24,420.26</u>

Total for Selected Receipts

Date Range : 10/8/2024 To 10/8/2024

<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>
10/08/2024	Elan Financial Services	Sep24:Clerk/DumpPstg,H allOffSupp,ShopTls,FirAct V 911,LibTls,RdTls,Cem/Prk /RdLscp/PrkCapOut	71511	\$1,345.02	100-41425-322- 100-41941-201- 100-43110-240- 100-42220-324- 100-45187-240- 100-43240-322- 100-43126-240- 100-49010-225- 100-45202-225- 100-43126-225- 404-45202-520-	Clerk City Hall Maintenance-Shop Fire Fighting Library Waste (Refuse) Disposal Road and Bridge Equipment Cemetery Park Areas Road and Bridge Equipment Park Areas	\$32.13 \$44.00 \$53.89 \$330.75 \$241.13 \$12.20 \$137.56 \$32.52 \$32.52 \$32.51 \$395.81
10/08/2024	LAKES AREA RENTAL	Inv. 1-546273 - Skid Steer Auger Rental - Roads	71512	\$112.74	100-43126-416-	Road and Bridge Equipment	\$112.74
10/08/2024	Econo Signs, LLC.	Inv. 10-992119 - Pickleball Court Signs	71513	\$201.60	404-45202-520-	Park Areas	\$201.60
10/08/2024	Tri-County Septic Inspection	10-7 Inv: SepticDesRev:22562 S Shore Dr. 10-7 Inv: SepticInspection:23740 N Shore Dr.	71514	\$235.00		Planning and Zoning	\$235.00
10/08/2024	Vestis	Inv:2530322879,253032 2878:City Hall and Fire Hall Rugs and Towels	71515	\$212.91	100-42280-418- 100-41941-418-	Fire Stations and Buildings City Hall	\$50.58 \$162.33

Date Range : 10/8/2024 To 10/8/2024

<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>
10/08/2024	CULLIGAN	Invs:150X01843606-9,15 OX01873405 -HallSoftener EquipRental/ShopWater Rental	71516	\$61.11	100-41941-416- 100-43110-416-	City Hall Maintenance-Shop	\$45.00 \$16.11
10/08/2024	Sourcwell	Planning and Zoning Services for August - Inv. INV00003497	71517	\$1,622.50	100-41910-311-	Planning and Zoning	\$1,622.50
10/08/2024	LAKE COUNTRY FOODS	Statement dated 10-1-24 account #2480	71518	\$60.00	100-43110-212-	Maintenance-Shop	\$60.00
10/08/2024	QUILL	Inv. 40716104 - Office Supplies	71519	\$13.46	100-41425-201-	Clerk	\$13.46
10/08/2024	WM Corporate Services, Inc.	garbage - inv. 6845414-1767-2	71520	\$357.16	100-43240-384-	Waste (Refuse) Disposal	\$357.16
10/08/2024	INTERNATIONAL UNION OF	Union dues - 10-3-24 Invoice	71521	\$140.00	100-41425-101- 100-43110-101-	Clerk Maintenance-Shop	\$70.00 \$70.00
10/08/2024	Initiative Foundation	Annual Donation - Inv. 13448	71522	\$450.00	100-46510-490-	Economic Development and Assistance	\$450.00
10/08/2024	I.U.O.E. LOCAL 49 FRINGE BENEFIT FU	Health Insurance November 2024	71523	\$5,900.00	100-41425-101- 100-41425-131- 100-43110-101- 100-43110-131-	Clerk Clerk Maintenance-Shop Maintenance-Shop	\$612.50 \$2,337.50 \$612.50 \$2,337.50

Date Range : 10/8/2024 To 10/8/2024

<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>
10/08/2024	PLM Lake and Land Management Corp.	Inv. B16066 - ProcellaCOR Treatment of EWM on Ruth Lake	71524	\$5,738.00	100-46103-491-	Emily Waters	\$5,738.00
10/08/2024	PLM Lake and Land Management Corp.	Inv. B16064 - ProcellaCOR Treatment of EWM on Emily Lake	71525	\$5,188.00	100-46103-491-	Emily Waters	\$5,188.00
10/08/2024	University of Minnesota	Inv. 0070001601: Compost Analysis for the Brush Dump	71526	\$83.00	100-43240-315-	Waste (Refuse) Disposal	\$83.00
10/08/2024	Tremolo Communications	City phone service - 10/1/2024 invoices	71527	\$1,022.51	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 \$39.97 \$456.64 \$147.96 \$106.11 \$186.00
10/08/2024	Aitkin Motor Company	22 Ford F350 Repair - Inv. 50039	71528	\$332.02	100-43126-221- 100-43126-404-	Road and Bridge Equipment Road and Bridge Equipment	\$52.02 \$280.00
10/08/2024	Up North Electric, Inc.	Inv. 1481 - City Hall - Clerk's Office electrical new door	71529	\$625.00	100-41941-404- 100-41941-221-	City Hall City Hall	\$490.00 \$135.00
10/08/2024	Equipment Management Company	Inv. 65431 - Labor on warranty work on cutter - Annual maintenance of cutter attachments	71530	\$1,297.00	100-42220-404- 100-42220-221-	Fire Fighting Fire Fighting	\$378.00 \$919.00

Date Range : 10/8/2024 To 10/8/2024

<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>
10/08/2024	MacQueen Emergency	Inv. P36406: SCBAs flow test X 10 and fit tests/supplies	71531	\$2,717.00	100-42220-404-	Fire Fighting	\$2,717.00
10/08/2024	LTS Escrow	Earnest Money for Plesnicar Property Purchase	71532	\$500.00			
10/08/2024	EMILY ACE HARDWARE	Inv.9/30:ParkSign/Lnscp, CemLnscp,SignRpr,Shop Mat/Tls,HallClean/RprSucc,DumpRprSupp	71533	\$285.83	416-41940-510-	General Government Buildings and Plant	\$500.00
					404-45202-226-	Park Areas	\$17.62
					100-45202-225-	Park Areas	\$44.17
					100-49010-225-	Cemetery	\$44.16
					100-42601-226-	Traffic Engineering Expenditures	\$31.54
					100-43110-215-	Maintenance-Shop	\$5.96
					100-43110-240-	Maintenance-Shop	\$65.08
					100-41941-211-	City Hall	\$29.74
					100-41941-221-	City Hall	\$11.14
					100-43240-221-	Waste (Refuse) Disposal	\$36.42
10/08/2024	The Office Shop, Inc.	10/1/24 Statement Inv. 1146080-0 for PD Furniture for Northern Outpost	71534	\$2,931.00	206-42170-560- 228-42170-560-	Police Stations and Buildings Police Stations and Buildings	\$2,925.31 \$5.69
Total For Selected Claims				\$31,430.86			\$31,430.86

Date Range : 10/3/2024 To 10/7/2024

<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>
10/07/2024	TSS Automotive Equipment Service, I	Inv. 552955 - 2 Post Hoist - Remaining 50% Balance	71510	\$6,380.09	100-43110-580-	Maintenance-Shop	\$6,380.09
Total For Selected Claims				\$6,380.09			\$6,380.09

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 : 10/2/2024 To 10/2/2024

<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>
10/02/2024	Tri-County Septic Inspection	9-26 Inv: SepticDesRev:20484 Clearwater Dr 10-2 Inv: SepticInspection:XXX Jermark Rd	71504	\$70.00	100-41910-310-	Planning and Zoning	\$70.00
10/02/2024	GOPHER STATE ONE-CALL	Inv. 4090383 - Locates	71505	\$10.80	602-49490-385-	Sewer Utilities - Administration and General	\$10.80
10/02/2024	Canon Financial Services, Inc.	COPIER LEASE- 9/20/24 Inv. #35239888	71506	\$148.93	100-41425-413-	Clerk	\$148.93
10/02/2024	CROSBY-IRONTON COURIER	Inv.9/27: Subscription Clerk's Office	71507	\$49.00	100-41425-433-	Clerk	\$49.00
10/02/2024	AUTO VALUE	9/25/24 Statement:shop supplies, fire battery	71508	\$266.73	100-43110-215- 100-42220-221-	Maintenance-Shop Fire Fighting	\$213.74 \$52.99
10/02/2024	Jeff and Karen Silker	Invoice 3250 Asbestos tests	71509	\$410.00	100-41941-310-	City Hall	\$410.00
Total For Selected Claims				\$955.46			\$955.46

For the payroll period ending: 10/08/2024

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
1110-103	323	Butcher, Bryce L	346.31
	428	HANSON, JR, GERHART L.	346.20
	922	Hemphill, Andrew D	346.31
	724	Koch, Gregory A	346.31
Account Total			1,385.13
100-41310-103	643	JONES, TRACY ALLEN	507.92
Account Total			507.92
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			\$2,138.26

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: 10/02/2024

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41910-114	926	Hughes, Faye A	0
	722	JOHNSON, DAVID P	78.50
	930	Mosman, Mark D	78.50
	924	Rheaume, Patrick T	78.50
Account Total			314.00
100-43110-101			
	Unallocated (Due to rounding)		\$0.00
Total For Period			\$314.00

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

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

<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>
09/11/2024	Payroll Period Ending 09/11/2024	61728	Regular Payroll - 8-28 to 9-10	N	Clerk	100-41425-103-	\$ 43.53
		61728			Planning and Zoning	100-41910-103-	\$ 945.72
	Total For Check	61728					\$ 989.25
09/11/2024	Payroll Period Ending 09/11/2024	61729	Regular Payroll - 8-28 to 9-10	N	City Hall	100-41941-101-	\$ 392.17
		61729			Maintenance-Shop	100-43110-101-	\$ 495.28
		61729			Paved Streets	100-43110-101-	\$ (0.01)
		61729			Waste (Refuse) Disposal	100-43121-101-	\$ 412.45
		61729			Park Areas	100-43240-101-	\$ 40.57
		61729			Cemetery	100-45202-101-	\$ 143.68
		61729			Sewer Utilities - Sanitary Sewer Maintenance	100-49010-101-	\$ 123.40
		61729				602-49450-101-	\$ 82.83
	Total For Check	61729					\$ 1,690.37
09/11/2024	Payroll Period Ending 09/11/2024	61730	Regular Payroll - 8-28 to 9-10	N	Clerk	100-41425-101-	\$ 1,976.23
	Total For Check	61730					\$ 1,976.23
09/11/2024	Payroll Period Ending 09/11/2024	61731	Regular Payroll - 8-28 to 9-10	N	City Hall	100-41941-103-	\$ 156.93
		61731			Maintenance-Shop	100-43110-101-	\$ 0.01
		61731			Park Areas	100-43110-103-	\$ 78.46
		61731			Cemetery	100-45202-103-	\$ 220.18
		61731				100-49010-103-	\$ 345.08
	Total For Check	61731					\$ 800.66
09/11/2024	Payroll Period Ending 09/11/2024	61732	Regular Payroll - 8-28 to 9-10	N	Clerk	100-41425-101-	\$ 1,035.51
		61732			Sewer Utilities - Administration and General	602-49490-101-	\$ 45.40
	Total For Check	61732					\$ 1,080.91
09/11/2024	Payroll Period Ending 09/11/2024	61733	Regular Payroll - 8-28 to 9-10	N	City Hall	100-41941-101-	\$ 253.95
		61733			Maintenance-Shop	100-43110-101-	\$ 643.45
		61733			Paved Streets	100-43121-101-	\$ 311.60
		61733			Waste (Refuse) Disposal	100-43240-101-	\$ 56.09
		61733			Park Areas	100-45202-101-	\$ 137.10
		61733			Cemetery	100-49010-101-	\$ 77.90
		61733			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 77.90
	Total For Check	61733					\$ 1,557.99

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

<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>
09/11/2024	Santander Leasing, LLC	61734	Fire truck lease payment, Inv. #12302910	N	Fire Fighting	100-42220-602-	\$ 32,491.83
		61734				100-42220-612-	\$ 2,173.13
		61734					\$ 34,664.96
09/11/2024	Community First National Bank	61735	8.2.24 Inv. Lease #83437 Engine #2 Annual Lease Payment	N	Fire Fighting	100-42220-602-	\$ 20,287.41
		61735				100-42220-612-	\$ 24,612.59
		61735					\$ 44,900.00
09/11/2024	BOUND TREE MEDICAL LLC	61736	Invs. 85477132 - 1st Resp Supplies	N	Other Protection-1st Response	100-42860-218-	\$ 851.84
		61736					\$ 851.84
09/11/2024	INTERNATIONAL UNION OF	61737	Union dues - 9-5-24 Invoice	N	Clerk	100-41425-101-	\$ 70.00
		61737			Maintenance-Shop	100-43110-101-	\$ 70.00
		61737					\$ 140.00
09/11/2024	WM Corporate Services, Inc.	61738	garbage - inv. 6841441-1767-9	N	Waste (Refuse) Disposal	100-43240-384-	\$ 357.16
		61738					\$ 357.16
09/11/2024	Midwest Machinery Co.	61739	Invs.10159940,10169308:Repair Parts for JD Tractor 5055, 2305 Tractor, Berti TA 180 mower	N	City Hall	100-41941-221-	\$ 40.36
		61739			Road and Bridge Equipment	100-43126-221-	\$ 403.01
		61739				100-43126-404-	\$ 77.50
		61739			Park Areas	100-45202-221-	\$ 40.37
		61739			Cemetery	100-49010-221-	\$ 40.37
		61739			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-221-	\$ 184.32
		61739				602-49450-404-	\$ 77.50
		61739					\$ 863.43
09/13/2024	FEDERAL WITHHOLDING/ON LINE	330823	Federal Withholding - 9/11/24 Payroll	N	Council/Town Board	100-41110-103-	\$ 99.44
		330823				100-41110-122-	\$ 80.60
		330823				100-41110-135-	\$ 18.84
		330823			Mayor	100-41310-103-	\$ 38.25
		330823				100-41310-122-	\$ 31.00
		330823				100-41310-135-	\$ 7.25
		330823			Clerk	100-41425-101-	\$ 318.00
		330823				100-41425-103-	\$ 4.03

Fund Name: All Funds

Date Range: /11/2024 To 09/30/2024

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
330823						100-41425-122-	\$ 3.27
330823						100-41425-122-	\$ 257.72
330823						100-41425-135-	\$ 60.28
330823						100-41425-135-	\$ 0.76
330823						100-41425-171-	\$ 1.10
330823						100-41425-171-	\$ 269.97
330823						100-41910-103-	\$ 87.54
330823						100-41910-114-	\$ 39.00
330823						100-41910-122-	\$ 31.62
330823						100-41910-122-	\$ 70.94
330823						100-41910-135-	\$ 16.60
330823						100-41910-135-	\$ 7.38
330823						100-41910-171-	\$ 23.90
330823						100-41941-101-	\$ 66.58
330823						100-41941-103-	\$ 13.77
330823						100-41941-122-	\$ 11.16
330823						100-41941-122-	\$ 53.96
330823						100-41941-135-	\$ 12.62
330823						100-41941-135-	\$ 2.61
330823						100-41941-171-	\$ 6.99
330823						100-41941-171-	\$ 52.38
330823						100-42501-103-	\$ 3.06
330823						100-42501-122-	\$ 2.48
330823						100-42501-135-	\$ 0.58
330823						100-43110-101-	\$ 115.83
330823						100-43110-103-	\$ 6.88
330823						100-43110-122-	\$ 5.58
330823						100-43110-122-	\$ 93.88
330823						100-43110-135-	\$ 21.95
330823						100-43110-135-	\$ 1.30
330823						100-43110-171-	\$ 3.49
330823						100-43110-171-	\$ 78.07
330823						100-43121-101-	\$ 74.42
330823						100-43121-122-	\$ 60.31
330823						100-43121-135-	\$ 14.11
330823						100-43121-171-	\$ 56.74
330823						100-43240-101-	\$ 9.83
330823						100-43240-122-	\$ 7.96
330823						100-43240-135-	\$ 1.87
330823						100-43240-171-	\$ 6.52
330823						100-45187-103-	\$ 19.13
330823						100-45187-122-	\$ 15.50
330823						100-45187-135-	\$ 3.63

Planning and Zoning

City Hall

Civil Defense Expenditures

Maintenance-Shop

Paved Streets

Waste (Refuse) Disposal

Library

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

<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>
		330823				100-45187-171-	20.00
		330823			Park Areas	100-45202-101-	28.72
		330823				100-45202-103-	19.31
		330823				100-45202-115-	8.04
		330823				100-45202-122-	6.51
		330823				100-45202-122-	15.65
		330823				100-45202-122-	23.28
		330823				100-45202-135-	5.44
		330823				100-45202-135-	3.66
		330823				100-45202-135-	1.53
		330823				100-45202-171-	9.80
		330823			Cemetery	100-45202-171-	20.82
		330823				100-49010-101-	20.75
		330823				100-49010-103-	30.27
		330823				100-49010-122-	24.53
		330823				100-49010-122-	16.82
		330823				100-49010-135-	3.93
		330823				100-49010-135-	5.74
		330823				100-49010-171-	15.37
		330823				100-49010-171-	16.41
		330823			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	16.45
		330823				602-49450-122-	13.33
		330823				602-49450-135-	3.12
		330823				602-49450-171-	11.96
		330823			Sewer Utilities - Administration and General	602-49490-101-	4.71
		330823				602-49490-122-	3.82
		330823				602-49490-135-	0.89
		330823				602-49490-171-	2.46
		330823					2,644.00
09/18/2024	MINNESOTA REVENUE	330827	State Withholding - 9/11/24 Payroll	N	Clerk	100-41425-172-	154.11
		330827			Planning and Zoning City Hall	100-41910-172-	12.78
		330827			Maintenance-Shop	100-41941-172-	39.39
		330827			Paved Streets	100-43110-172-	63.51
		330827			Waste (Refuse) Disposal	100-43121-172-	41.19
		330827			Park Areas	100-43240-172-	5.27
		330827			Cemetery	100-45202-172-	18.87
		330827				100-49010-172-	16.53

Total For Check

Fund Name: All Funds

Date Range: 03/11/2024 To 09/30/2024

<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>
		330827			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 9.00
		330827			Sewer Utilities - Administration and General	602-49490-172-	\$ 1.84
		330827					\$ 362.49
09/18/2024	Minnesota Life Insurance Company	61740	October 2024 Life Ins - Billing Date 8-15-24 - Policy #0023198	N	Clerk	100-41425-101-	\$ 28.50
		61740				100-41425-133-	\$ 11.90
		61740			Maintenance-Shop	100-43110-133-	\$ 11.90
		61740					\$ 52.30
09/18/2024	LEAGUE OF MINNESOTA CITIES	61741	Inv. 411120 - Annual Membership Dues - 4 months due to annual billing changes	N	Clerk	100-41425-433-	\$ 419.00
		61741					\$ 419.00
09/18/2024	Crow Wing County	61742	Inv. 7352 - Computer and Firewall for Sheriff's Northern Outpost	N	Police Stations and Buildings	206-42170-240-	\$ 1,272.71
		61742				206-42170-309-	\$ 1,477.52
		61742					\$ 2,750.23
09/18/2024	Tri-County Septic Inspection	61743	9-17 Inv: SepticDesRev:NorwayPineLn	N	Planning and Zoning	100-41910-310-	\$ 35.00
		61743					\$ 35.00
09/18/2024	CROW WING POWER	61744	Monthly - 9-7-24 Invoices	N	City Hall	100-41941-381-	\$ 411.75
		61744				100-41941-381-	\$ 36.75
		61744			Fire Stations and Buildings	100-42280-381-	\$ 140.41
		61744			Maintenance-Shop	100-43110-381-	\$ 142.49
		61744				100-43110-381-	\$ 65.35
		61744			Street Lighting	100-43110-381-	\$ 32.29
		61744			Park Areas	100-43160-381-	\$ 283.00
		61744				100-45202-381-	\$ 48.61
		61744				100-45202-381-	\$ 29.64
		61744			Cemetery	100-49010-381-	\$ 44.85
		61744			Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 39.83
		61744				602-49470-381-	\$ 39.55
		61744				602-49470-381-	\$ 61.31
		61744					\$ 1,375.83

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/18/2024	AFLAC	61745	Monthly employee ins coverage Inv. #362999	N	Clerk	100-41425-101-	\$ 281.80
		61745			Maintenance-Shop	100-43110-101-	\$ 114.56
							\$ 396.36
09/18/2024	W. W. GOETSCH ASSOCIATES, INC.	61746	Invs. B113180/B113159 - Main Liftstation	N	Sewer Utilities - Sewer Lift Stations	602-49470-221-	\$ 377.00
		61746	Pumpw/Install/Trumeter Hour MeterX2			602-49470-240-	\$ 15,055.13
		61746				602-49470-404-	\$ 1,200.00
							\$ 16,632.13
09/18/2024	A W Research Laboratories	61747	Sewer Sample Testing - Inv. #65491	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-315-	\$ 149.40
		61747					\$ 149.40
09/18/2024	Freshwater Scientific Services, LLC	61748	Inv. 2024-104: Eurasian watermilfoil delineation survey for Lake Emily	N	Emily Waters	100-46103-491-	\$ 550.00
		61748					\$ 550.00
09/18/2024	PLM Lake and Land Management Corp.	61749	Inv. B16059 - Roosevelt Lake Eurasian Water Milfoil Treatment	N	Emily Waters	100-46103-491-	\$ 5,738.00
		61749					\$ 5,738.00
09/18/2024	EAST SIDE OIL COMPANIES, INC.	61750	Anti-freeze - Inv. R113307	N	Waste (Refuse) Collection	227-43230-384-	\$ 36.00
		61750					\$ 36.00
09/18/2024	S.E.H.	61751	Inv. 473265 - Roosevelt Drive Bridge Prelim Engineering	N	Bridges, Viaducts and Grade Separations	100-43130-303-	\$ 1,499.82
		61751					\$ 1,499.82
09/18/2024	Wex Bank	61752	Inv. 99585842 - Fuel - Road Equip	N	Road and Bridge Equipment	100-43126-212-	\$ 520.03
		61752					\$ 520.03
09/19/2024	PERA	330826	Retirement contributions - 9/11/24 Payroll	N	Clerk	100-41425-101-	\$ 297.31
		330826				100-41425-103-	\$ 3.42
		330826				100-41425-121-	\$ 3.95

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

<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>
		330826			Planning and Zoning	100-41425-121-	\$ 343.05
		330826			City Hall	100-41910-103-	\$ 74.39
		330826			Civil Defense Expenditures	100-41910-121-	\$ 85.83
		330826			Maintenance-Shop	100-41941-101-	\$ 61.29
		330826			Paved Streets	100-41941-121-	\$ 70.71
		330826			Waste (Refuse) Disposal	100-42501-103-	\$ 2.60
		330826			Park Areas	100-42501-121-	\$ 3.00
		330826			Cemetery	100-43110-101-	\$ 106.66
		330826			Sewer Utilities - Sanitary Sewer Maintenance	100-43110-121-	\$ 123.07
		330826			Sewer Utilities - Administration and General	100-43121-101-	\$ 68.50
		330826				100-43121-121-	\$ 79.04
		330826				100-43240-101-	\$ 9.05
		330826				100-43240-121-	\$ 10.44
		330826				100-45202-101-	\$ 26.45
		330826				100-45202-121-	\$ 30.52
		330826				100-49010-101-	\$ 19.11
		330826				100-49010-121-	\$ 22.05
		330826				602-49450-101-	\$ 15.15
		330826				602-49450-121-	\$ 17.48
		330826				602-49490-101-	\$ 4.57
		330826					\$ 1,482.91
09/25/2024	MINNESOTA REVENUE	330830	State Withholding - 9/25/24 Payroll	N	Clerk	100-41425-172-	\$ 149.25
		330830			Planning and Zoning	100-41910-172-	\$ 2.87
		330830			City Hall	100-41941-172-	\$ 34.17
		330830			Fire Stations and Buildings	100-42280-172-	\$ 4.68
		330830			Maintenance-Shop	100-43110-172-	\$ 59.11
		330830			Paved Streets	100-43121-172-	\$ 56.50
		330830			Waste (Refuse) Disposal	100-43240-172-	\$ 13.27
		330830			Park Areas	100-45202-172-	\$ 15.41
		330830			Cemetery	100-49010-172-	\$ 12.08
		330830			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 4.39
		330830			Sewer Utilities - Administration and General	602-49490-172-	\$ 3.29
		330830					\$ 355.02
09/25/2024	Payroll Period Ending 09/25/2024	61753	Regular Payroll - 9-11 to 9-24	N	Planning and Zoning	100-41910-103-	\$ 819.47

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

Date	Vendor	Total For Check	Check #	Description	Void	Account Name	F-A-O-P	Total
09/25/2024	Payroll Period Ending 09/25/2024	61754	61754	Regular Payroll - 9-11 to 9-24	N	City Hall	100-41941-101-	417.20
		61754	61754			Fire Stations and Buildings	100-42280-101-	42.07
		61754	61754			Maintenance-Shop	100-43110-101-	459.28
		61754	61754			Paved Streets	100-43121-101-	522.38
		61754	61754			Waste (Refuse) Disposal	100-43240-101-	124.46
		61754	61754			Park Areas	100-45202-101-	63.11
		61754	61754			Cemetery	100-49010-101-	105.18
		61754	61754			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	19.28
Total For Check								1,752.96

09/25/2024	Payroll Period Ending 09/25/2024	61755	61755	Regular Payroll - 9-11 to 9-24	N	Clerk	100-41425-101-	1,908.04
Total For Check								1,908.04

09/25/2024	Payroll Period Ending 09/25/2024	61756	61756	Regular Payroll - 9-11 to 9-24	N	City Hall	100-41941-103-	64.51
		61756	61756			Maintenance-Shop	100-43110-101-	0.01
		61756	61756			Paved Streets	100-43110-103-	20.20
		61756	61756			Waste (Refuse) Disposal	100-43121-103-	243.07
		61756	61756			Park Areas	100-43240-103-	64.51
		61756	61756			Cemetery	100-45202-103-	113.39
		61756	61756			Sewer Utilities - Sanitary Sewer Maintenance	100-49010-103-	97.10
		61756	61756				602-49450-103-	48.87
Total For Check								651.66

09/25/2024	Payroll Period Ending 09/25/2024	61757	61757	Regular Payroll - 9-11 to 9-24	N	Clerk	100-41425-101-	1,066.78
		61757	61757			Sewer Utilities - Administration and General	602-49490-101-	77.83
Total For Check								1,144.61

09/25/2024	Payroll Period Ending 09/25/2024	61758	61758	Regular Payroll - 9-11 to 9-24	N	City Hall	100-41941-101-	138.55
		61758	61758			Fire Stations and Buildings	100-42280-101-	38.39
		61758	61758			Maintenance-Shop	100-43110-101-	575.92
		61758	61758			Paved Streets	100-43121-101-	437.36
		61758	61758			Waste (Refuse) Disposal	100-43240-101-	100.16
		61758	61758			Park Areas	100-45202-101-	218.68
		61758	61758			Cemetery	100-49010-101-	100.16
		61758	61758			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	60.10
Total For Check								1,669.32

Fund Name: All Funds

Date Range: /11/2024 To 09/30/2024

<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>
09/25/2024	Colonial Life	61759	Employee paid insurance - Inv # 47086730905130	N	Clerk	100-41425-101-	\$ 56.92
Total For Check 61759							\$ 56.92
09/25/2024	Priority Transport LLC	61760	Inv. 2121 - DOT Inspections on 2017 International and 2010 Freightliner plow trucks	N	Road and Bridge Equipment	100-43126-404-	\$ 300.00
Total For Check 61760							\$ 300.00
09/25/2024	Sandra Wgeishofski	61761*	Reimbursement of City Hall Rental Fee - Baby shower had to be cancelled - Hall closure	N	City Hall	100-41941-810-	\$ 100.00
Total For Check 61761							\$ 100.00
09/25/2024	Amy Prokott	61762	Mileage: Cemetery Management Training and Parking	N	Clerk	100-41425-331-	\$ 212.52
Total For Check 61762							\$ 212.52
09/25/2024	CARI JOHNSON	61763	Mileage: Municipal Clerk's Advanced Academy Training	N	Clerk	100-41425-810-	\$ 16.35
Total For Check 61763							\$ 16.35
09/25/2024	Tri-County Septic Inspection	61764	9-23 Inv: SepticInspection:44488SH6	N	Planning and Zoning	100-41910-310-	\$ 200.00
Total For Check 61764							\$ 200.00
09/25/2024	CROSBY-IRONTON COURIER	61765	Invs.9/18: Zoning Ordinance Public Hearing	N	Ordinances and Proceedings	100-41130-351-	\$ 40.60
Total For Check 61765							\$ 40.60
09/25/2024	GAMMELLO - PEARSON, PLLC	61766	101671,101672,101674,101676,101678,101679:Retnr,PZ,FireRes Ord,CannOrd,HonsaRdVac,Plesn icar	N	Ordinances and Proceedings	100-41130-304-	\$ 611.00
Total For Check 61766							\$ 611.00
Total For Check 61766							\$ 989.60
Total For Check 61766							\$ 754.00
Total For Check 61766							\$ 507.00
Total For Check 61766							\$ 130.00
Total For Check 61766							\$ 2,991.60

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/25/2024	PEOPLESERVICE, INC.	61767	Inv. PS-INV105541 - October 2024 Wastewater Op Services,RIB/Pond Repair, Pipe	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-221-	\$ 381.96
		61767					
		61767					\$ 350.00
		61767					\$ 2,150.00
		61767					\$ 2,881.96
09/25/2024	Verizon	61768	Shop - Inv. #9973800661	N	Maintenance-Shop	100-43110-321-	\$ 104.30
		61768					\$ 104.30
09/25/2024	THELEN HEATING & ROOFING, INC.	61769	Inv. 37729 - A/C Inspection and Repair - Gymnasium	N	City Hall	100-41941-404-	\$ 320.00
09/25/2024	Crow Wing County Recorder	61770	Recording Fee: Notice of Completion of Vacation	N	Clerk	100-41425-311-	\$ 46.00
		61770	Proceedings: Honsa Cartway Vacation				\$ 46.00
09/25/2024	Payroll Period Ending 09/25/2024	61771	Spindler 2024 Clothing Allowance	N	Maintenance-Shop	100-43110-101-	\$ 52.02
		61771					\$ 52.02
09/27/2024	FEDERAL WITHHOLDING/ON LINE	330828	Federal Withholding - 9/25/24 Payroll	N	Clerk	100-41425-101-	\$ 312.63
		330828				100-41425-122-	\$ 253.37
		330828				100-41425-135-	\$ 59.26
		330828				100-41425-171-	\$ 263.37
		330828			Planning and Zoning	100-41910-103-	\$ 75.50
		330828				100-41910-122-	\$ 61.19
		330828				100-41910-135-	\$ 14.31
		330828				100-41910-171-	\$ 25.00
		330828				100-41941-101-	\$ 58.12
		330828			City Hall	100-41941-103-	\$ 5.49
		330828				100-41941-122-	\$ 4.45
		330828				100-41941-122-	\$ 47.10
		330828				100-41941-135-	\$ 11.02
		330828				100-41941-135-	\$ 1.04
		330828				100-41941-171-	\$ 1.61
		330828				100-41941-171-	\$ 52.86
		330828			Fire Stations and Buildings	100-42280-101-	\$ 8.29

Fund Name: All Funds

Date Range: 3/11/2024 To 09/30/2024

<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>
			330828			100-42280-122-	6.72
			330828			100-42280-135-	1.57
			330828			100-42280-171-	6.44
			330828		Maintenance-Shop	100-43110-101-	112.34
			330828			100-43110-103-	1.72
			330828			100-43110-122-	1.39
			330828			100-43110-122-	91.05
			330828			100-43110-135-	21.29
			330828			100-43110-135-	0.33
			330828			100-43110-171-	0.51
			330828		Paved Streets	100-43110-171-	102.43
			330828			100-43121-101-	98.95
			330828			100-43121-103-	20.68
			330828			100-43121-122-	16.76
			330828			100-43121-122-	80.19
			330828			100-43121-135-	18.76
			330828			100-43121-135-	3.92
			330828			100-43121-171-	6.08
			330828			100-43121-171-	78.17
			330828		Waste (Refuse) Disposal	100-43240-101-	23.18
			330828			100-43240-103-	5.49
			330828			100-43240-122-	4.45
			330828			100-43240-122-	18.79
			330828			100-43240-135-	4.39
			330828			100-43240-135-	1.04
			330828			100-43240-171-	1.61
			330828			100-43240-171-	18.44
			330828		Park Areas	100-45202-101-	28.41
			330828			100-45202-103-	9.65
			330828			100-45202-122-	7.82
			330828			100-45202-122-	23.03
			330828			100-45202-135-	5.38
			330828			100-45202-135-	1.83
			330828			100-45202-171-	2.84
			330828			100-45202-171-	16.98
			330828			100-49010-101-	21.12
			330828		Cemetery	100-49010-103-	8.26
			330828			100-49010-122-	6.69
			330828			100-49010-122-	17.12
			330828			100-49010-135-	4.00
			330828			100-49010-135-	1.57
			330828			100-49010-171-	2.43
			330828			100-49010-171-	16.29

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

<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>
		330828			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 8.01
		330828				602-49450-103-	\$ 4.16
		330828				602-49450-122-	\$ 3.37
		330828				602-49450-122-	\$ 6.49
		330828				602-49450-135-	\$ 1.52
		330828				602-49450-135-	\$ 0.79
		330828				602-49450-171-	\$ 1.22
		330828				602-49450-171-	\$ 4.88
		330828			Sewer Utilities - Administration and General	602-49490-101-	\$ 8.09
		330828				602-49490-122-	\$ 6.56
		330828				602-49490-135-	\$ 1.53
		330828				602-49490-171-	\$ 4.55
		330828					\$ 2,225.89
09/27/2024	PERA	330829	Retirement contributions - 9/25/24 Payroll	N	Clerk	100-41425-101-	\$ 291.74
		330829			Planning and Zoning	100-41425-121-	\$ 336.63
		330829				100-41910-103-	\$ 64.16
		330829				100-41910-121-	\$ 74.03
		330829			City Hall	100-41941-101-	\$ 53.27
		330829			Fire Stations and Buildings	100-41941-121-	\$ 61.46
		330829				100-42280-101-	\$ 7.59
		330829				100-42280-121-	\$ 8.76
		330829			Maintenance-Shop	100-43110-101-	\$ 97.17
		330829				100-43110-121-	\$ 112.12
		330829			Paved Streets	100-43121-101-	\$ 90.72
		330829			Waste (Refuse) Disposal	100-43121-121-	\$ 104.67
		330829				100-43240-101-	\$ 21.25
		330829			Park Areas	100-43240-121-	\$ 24.52
		330829				100-45202-101-	\$ 26.05
		330829			Cemetery	100-45202-121-	\$ 30.06
		330829			Sewer Utilities - Sanitary Sewer Maintenance	100-49010-101-	\$ 19.37
		330829				100-49010-121-	\$ 22.35
		330829				602-49450-101-	\$ 7.35
		330829				602-49450-121-	\$ 8.48
		330829			Sewer Utilities - Administration and General	602-49490-101-	\$ 7.80
		330829				602-49490-121-	\$ 9.00
		330829					\$ 1,478.55

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

<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>
09/30/2024	Pershing	330831	Muni Bonds Loss	N	Unrealized Investment Loss	100-49301-800-	\$ 129.88
		330831				226-49301-800-	\$ 45.18
		330831				404-49301-800-	\$ 79.06
		330831				407-49301-800-	\$ 39.53
		330831				409-49301-800-	\$ 28.24
		330831				415-49301-800-	\$ 56.47
		330831				416-49301-800-	\$ 39.53
		330831				602-49301-800-	\$ 11.29
		Total For Check					\$ 429.18
09/30/2024	Money Market/Bonds	IAD3069	Deposit Into Money Market/Bonds	N	Purchase of Investments	100-49350-800-	\$ 87.29
		Total For Check					\$ 87.29
09/30/2024	Money Market/Bonds	IAD3070	Deposit Into Money Market/Bonds	N	Purchase of Investments	226-49350-800-	\$ 30.36
		Total For Check					\$ 30.36
09/30/2024	Money Market/Bonds	IAD3071	Deposit Into Money Market/Bonds	N	Purchase of Investments	404-49350-800-	\$ 53.13
		Total For Check					\$ 53.13
09/30/2024	Money Market/Bonds	IAD3072	Deposit Into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 26.57
		Total For Check					\$ 26.57
09/30/2024	Money Market/Bonds	IAD3073	Deposit Into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 18.98
		Total For Check					\$ 18.98
09/30/2024	Money Market/Bonds	IAD3074	Deposit Into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 37.95
		Total For Check					\$ 37.95
09/30/2024	Money Market/Bonds	IAD3075	Deposit Into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 26.57
		Total For Check					\$ 26.57
09/30/2024	Money Market/Bonds	IAD3076	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 7.59
		Total For Check					\$ 7.59

Fund Name: All Funds

Date Range: 09/11/2024 To 09/30/2024

<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>
09/30/2024	Money Market/Bonds	IAD3077	Deposit Into Money Market/Bonds	N	Purchase of Investments	100-49350-800-	\$ 663.67
Total For Check IAD3077							\$ 663.67
09/30/2024	Money Market/Bonds	IAD3078	Deposit Into Money Market/Bonds	N	Purchase of Investments	226-49350-800-	\$ 230.84
Total For Check IAD3078							\$ 230.84
09/30/2024	Money Market/Bonds	IAD3079	Deposit Into Money Market/Bonds	N	Purchase of Investments	404-49350-800-	\$ 403.98
Total For Check IAD3079							\$ 403.98
09/30/2024	Money Market/Bonds	IAD3080	Deposit Into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 201.99
Total For Check IAD3080							\$ 201.99
09/30/2024	Money Market/Bonds	IAD3081	Deposit Into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 144.28
Total For Check IAD3081							\$ 144.28
09/30/2024	Money Market/Bonds	IAD3082	Deposit Into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 288.55
Total For Check IAD3082							\$ 288.55
09/30/2024	Money Market/Bonds	IAD3083	Deposit Into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 201.99
Total For Check IAD3083							\$ 201.99
09/30/2024	Money Market/Bonds	IAD3084	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 57.71
Total For Check IAD3084							\$ 57.71
Total For Selected Checks							\$ 146,861.92

9/30/2024

General Fund

	Budget	Actual	Variance
Receipts:			
Current Ad Valorem Taxes	1,032,607.67	721,009.84	(311,597.83)
Delinquent Ad Valorem Taxes	10,500.00	12,864.93	2,364.93
Mobile Home Tax	18.75	0.00	(18.75)
Fiscal Disparities	1,087.50	5,499.91	4,412.41
Total Acct 310	1,044,213.92	739,374.68	(304,839.24)
Franchise Taxes	0.00	844.11	844.11
Severed Mineral Tax	171.00	231.11	60.11
Total Acct 318	171.00	1,075.22	904.22
Penalties and Interest on Ad valorem Taxes	1,500.00	310.23	(1,189.77)
Forfeited Tax Sale Apportionments	4,050.00	3,325.70	(724.30)
Principal on Special Assessments	375.00	0.00	(375.00)
Penalties and Interest on Special Assessments	3.75	0.00	(3.75)
Total Acct 319	5,928.75	3,635.93	(2,292.82)
Licenses & Permits	75.00	0.00	(75.00)
Alcoholic Beverages	4,477.50	75.00	(4,402.50)
Rental Dwelling License	2,775.00	1,000.00	(1,775.00)
Right-of-Way Management	0.00	0.00	0.00
Total Acct 321	7,327.50	1,075.00	(6,252.50)
Building Permits (Excludes surcharge)	19,500.00	18,245.00	(1,255.00)
Animal Licenses	15.00	5.00	(10.00)
Total Acct 322	19,515.00	18,250.00	(1,265.00)
Federal Payments in Lieu of Taxes	3.00	0.00	(3.00)
Total Acct 331	3.00	0.00	(3.00)
Homestead and Agricultural Credit Aid (HACA)	24,525.00	0.00	(24,525.00)
Police Training Reimbursement	0.00	0.00	0.00
State Emergency Management Aid	16,500.00	21,114.82	4,614.82
Agricultural Market Value Credit	431.25	0.00	(431.25)
Fire Training Reimbursement	1,875.00	2,400.00	525.00
PNP Election Reimbursement	0.00	1,023.83	1,023.83
State Fire Aid	11,700.00	0.00	(11,700.00)
Supp. Fire State Aid	2,100.00	2,000.00	(100.00)
State Police Aid	0.00	0.00	0.00
Total Acct 334	57,131.25	26,538.65	(30,592.60)
Other County Grants and Aids	0.00	1,229.31	1,229.31
Grants & Aids from Other LGUs	28,125.00	50,073.98	21,948.98
Total Acct 336	28,125.00	51,303.29	23,178.29
City/Town Hall Rent	543.75	1,415.00	871.25
Zoning and Subdivision Fees	2,625.00	1,500.00	(1,125.00)
Assessment Searches	900.00	775.00	(125.00)
Candidate Filing Fee	10.50	12.00	1.50
Copies/Faxes	45.00	38.00	(7.00)
Total Acct 341	4,124.25	3,740.00	(384.25)
Special Police Services	0.00	0.00	0.00
Special Fire Protection Services	39,826.50	44,720.53	4,894.03
First Responder Charges	4,350.00	4,599.45	249.45
Total Acct 342	44,176.50	49,319.98	5,143.48
Street, Sidewalk and Curb Repair Fees	0.00	478.18	478.18
Sale of Culverts	750.00	620.80	(129.20)
Road Vacation/Cartway Fees	0.00	4,108.00	4,108.00
Contractor Water Use	75.00	0.00	(75.00)
Sale of Lockers	0.00	130.00	130.00
Total Acct 343	825.00	5,336.98	4,511.98
Refuse Collection Charges	0.00	0.00	0.00

9/30/2024

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Total Acct 344	0.00	0.00	0.00
Cemetery Revenues	375.00	500.00	125.00
Cemetery -Grave openings	3,375.00	3,500.00	125.00
Cemetery -Sale of lots	8,700.00	1,260.00	(7,440.00)
Misc. Rents	7.50	1.00	(6.50)
Verizon Rental	9,900.00	9,900.00	0.00
Total Acct 349	22,357.50	15,161.00	(7,196.50)
Court Fines	487.50	403.43	(84.07)
Administrative Fines (Penalties)	1,125.00	687.50	(437.50)
Total Acct 351	1,612.50	1,090.93	(521.57)
Interest Earning	4,350.00	6,040.32	1,690.32
Contributions and Donations from Private Sources	0.00	0.00	0.00
Refunds	10,875.00	1,986.06	(8,888.94)
Total Acct 362	15,225.00	8,026.38	(7,198.62)
Total Revenues	1,250,736.17	923,928.04	(326,808.13)
Other Financing Sources:			
Unrealized Investment Gain	975.00	992.94	17.94
Total Acct 391	975.00	992.94	17.94
Capital Contributions	0.00	0.00	0.00
Total Acct 397	0.00	0.00	0.00
Sale of Investment	15,000.00	1,179.93	(13,820.07)
Total Acct 399	15,000.00	1,179.93	(13,820.07)
Total Other Financing Sources	15,975.00	2,172.87	(13,802.13)

9/30/2024

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Disbursements:			
Council/Town Board	16,511.25	13,832.97	2,678.28
Ordinances and Proceedings	4,837.50	2,821.21	2,016.29
Total Acct 411	21,348.75	16,654.18	4,694.57
Mayor	6,416.25	5,167.21	1,249.04
Total Acct 413	6,416.25	5,167.21	1,249.04
Elections	7,089.00	4,692.40	2,396.60
Clerk	152,276.25	140,021.68	12,254.57
Total Acct 414	159,365.25	144,714.08	14,651.17
Internal Auditing	10,383.75	13,852.12	(3,468.37)
Total Acct 415	10,383.75	13,852.12	(3,468.37)
Planning and Zoning	49,252.50	40,130.46	9,122.04
General Government Buildings and Plant	1,927.50	2,338.00	(410.50)
City Hall	68,430.00	53,442.40	14,987.60
Total Acct 419	119,610.00	95,910.86	23,699.14
Police Administration	7,612.50	9,089.00	(1,476.50)
Patrol	1,500.00	1,056.05	443.95
Police Training	0.00	0.00	0.00
Total Acct 421	9,112.50	10,145.05	(1,032.55)
Fire Administration	66,960.75	65,651.50	1,309.25
Fire Fighting	97,667.99	101,190.52	(3,522.53)
Fire Training	10,003.50	4,435.74	5,567.76
Fire Stations and Buildings	15,352.50	14,186.49	1,166.01
Total Acct 422	189,984.74	185,464.25	4,520.49
Building Inspections Administration	1,875.00	1,950.00	(75.00)
Rental Inspections	1,650.00	2,700.00	(1,050.00)
Total Acct 424	3,525.00	4,650.00	(1,125.00)
Civil Defense Expenditures	861.75	399.54	462.21
Total Acct 425	861.75	399.54	462.21
Traffic Engineering Expenditures	14,400.00	1,477.25	12,922.75
Total Acct 426	14,400.00	1,477.25	12,922.75
Other Protection-1st Response	26,006.25	4,866.32	21,139.93
Total Acct 428	26,006.25	4,866.32	21,139.93
Maintenance-Shop	96,281.25	88,880.68	7,400.57
Paved Streets	121,788.66	45,940.46	75,848.20
Unpaved Streets	12,187.50	13,291.85	(1,104.35)
Ice and Snow Removal	3,750.00	0.00	3,750.00
Road and Bridge Equipment	167,545.58	157,230.40	10,315.18
Bridges, Viaducts and Grade Separations	71,475.00	7,499.10	63,975.90
Street Lighting	2,775.00	2,611.00	164.00
Total Acct 431	475,802.99	315,453.49	160,349.50
Waste (Refuse) Disposal	10,143.75	7,297.38	2,846.37
Total Acct 432	10,143.75	7,297.38	2,846.37
Historical Society	75.00	100.00	(25.00)
Total Acct 450	75.00	100.00	(25.00)
Library	4,530.00	2,638.75	1,891.25
Total Acct 451	4,530.00	2,638.75	1,891.25
Park Areas	19,987.50	16,484.31	3,503.19
Total Acct 452	19,987.50	16,484.31	3,503.19
Water Resources	750.00	1,000.00	(250.00)
Emily Waters	13,098.75	6,288.00	6,810.75

9/30/2024

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Disbursements:			
Total Acct 461	13,848.75	7,288.00	6,560.75
Economic Development and Assistance	955.50	0.00	955.50
Total Acct 465	955.50	0.00	955.50
Food Shelf	187.50	250.00	(62.50)
Cemetery	14,925.00	12,090.63	2,834.37
Total Acct 490	15,112.50	12,340.63	2,771.87
Total Disbursements	1,101,470.23	844,903.42	256,566.81
Other Financing Uses:			
Unrealized Investment Loss	4,500.00	1,179.93	3,320.07
Purchase of Investments	38,250.00	6,909.23	31,340.77
Total Acct 493	42,750.00	8,089.16	34,660.84
Total Other Financing Uses	42,750.00	8,089.16	34,660.84
Beginning Cash Balance		677,672.47	
Total Receipts and Other Financing Sources		926,100.91	
Total Disbursements and Other Financing Uses		852,992.58	
Cash Balance as of 09/30/2024		750,780.80	

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 09/01/2024 To 09/30/2024

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
09/12/2024	Moritz Excavating and Septic	13604	2024 Licensed Sewer Contractor	(09/12/2024) -	N Licenses & Permits	602-32101-	\$ 125.00
09/17/2024	UTILITY BILLING	13609	Sewer Charges	(09/19/2024) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 459.55 \$ 67.00 \$ 526.55
09/30/2024	UTILITY BILLING	13614	Sewer Charges	(09/30/2024) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 192.24 \$ 19.23 \$ 211.47
09/30/2024	PINE RIVER STATE BANK	13617	Int CR Checking	(09/30/2024) -	N Interest Earning	602-36210-	\$ 10.05 \$ 10.05
09/30/2024	Pershing	13626	Int CR MIMMF and Muni Bonds/CDs/Treasury Bills	(09/30/2024) -	N Interest Earning	602-36210-	\$ 7.59
09/30/2024	Money Market/Bonds	IAW10863	Deposit from Money Market/Bonds	(09/30/2024)-	N Interest Earning	602-36210-	\$ 57.71 \$ 65.30
09/30/2024	Money Market/Bonds	IAW10863	Deposit from Money Market/Bonds	(09/30/2024)-	N Sale of Investment	602-39990-	\$ 11.29
Total for Selected Receipts							\$ 11.29
							\$ 949.66

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 09/11/2024 To 09/30/2024

<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>
09/11/2024	Payroll Period Ending 09/11/2024	61729	Regular Payroll - 8-28 to 9-10	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 82.83
	Total For Check	61729					\$ 82.83
09/11/2024	Payroll Period Ending 09/11/2024	61732	Regular Payroll - 8-28 to 9-10	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 45.40
	Total For Check	61732					\$ 45.40
09/11/2024	Payroll Period Ending 09/11/2024	61733	Regular Payroll - 8-28 to 9-10	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 77.90
	Total For Check	61733					\$ 77.90
09/11/2024	Midwest Machinery Co.	61739	Invs.10159940,10169308:Repair Parts for JD Tractor 5055, 2305 Tractor, Berti TA 180 mower	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-221-	\$ 184.32
	Total For Check	61739					\$ 184.32
09/13/2024	FEDERAL WITHHOLDING/ON LINE	330823	Federal Withholding - 9/11/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 16.45
	Total For Check	330823					\$ 16.45
		330823				602-49450-122-	\$ 13.33
		330823				602-49450-135-	\$ 3.12
		330823				602-49450-171-	\$ 11.96
		330823				602-49490-101-	\$ 4.71
	Total For Check	330823					\$ 38.22
		330823				602-49490-122-	\$ 3.82
		330823				602-49490-135-	\$ 0.89
		330823				602-49490-171-	\$ 2.46
	Total For Check	330823					\$ 56.74
09/18/2024	MINNESOTA REVENUE	330827	State Withholding - 9/11/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 9.00
	Total For Check	330827					\$ 9.00
		330827				602-49490-172-	\$ 1.84
	Total For Check	330827					\$ 10.84
09/18/2024	CROW WING POWER	61744	Monthly - 9-7-24 Invoices	N	Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 39.83
		61744				602-49470-381-	\$ 39.55
		61744				602-49470-381-	\$ 61.31

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 9/11/2024 To 09/30/2024

<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>
09/18/2024	W. W. GOETSCH ASSOCIATES, INC.	61746	61746	Invs. B113180/B113159 - Main Liftstation Pumpw/Install/Trumeter Hour MeterX2	N	Sewer Utilities - Sewer Lift Stations	602-49470-221-	\$ 377.00
		Total For Check	61746					\$ 140.69
09/18/2024	A W Research Laboratories	61747	61747	Sewer Sample Testing - Inv. #65491	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-315-	\$ 149.40
		Total For Check	61747					\$ 149.40
09/19/2024	PERA	330826	330826	Retirement contributions - 9/11/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 15.15
		330826	330826					\$ 17.48
		330826	330826			Sewer Utilities - Administration and General	602-49490-101-	\$ 4.57
		Total For Check	330826					\$ 5.27
		Total For Check	330826					\$ 42.47
09/25/2024	MINNESOTA REVENUE	330830	330830	State Withholding - 9/25/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 4.39
		330830	330830			Sewer Utilities - Administration and General	602-49490-172-	\$ 3.29
		Total For Check	330830					\$ 7.68
09/25/2024	Payroll Period Ending 09/25/2024	61754	61754	Regular Payroll - 9-11 to 9-24	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 19.28
		Total For Check	61754					\$ 19.28
09/25/2024	Payroll Period Ending 09/25/2024	61756	61756	Regular Payroll - 9-11 to 9-24	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-103-	\$ 48.87
		Total For Check	61756					\$ 48.87
09/25/2024	Payroll Period Ending 09/25/2024	61757	61757	Regular Payroll - 9-11 to 9-24	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 77.83
		Total For Check	61757					\$ 77.83
09/25/2024	Payroll Period Ending 09/25/2024	61758	61758	Regular Payroll - 9-11 to 9-24	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 60.10

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 09/11/2024 To 09/30/2024

<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>
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Total For Check 61758

09/25/2024	PEOPLESERVICE, INC.	61767	Inv. PS-INV105541 - October 2024 Wastewater Op Services,RIB/Pond Repair, Pipe	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-221-	\$ 381.96
		61767				602-49450-404-	\$ 350.00
		61767				602-49450-407-	\$ 2,150.00
		61767					\$ 2,881.96

09/27/2024	FEDERAL WITHHOLDING/ON LINE	330828	Federal Withholding -9/25/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 8.01
		330828				602-49450-103-	\$ 4.16
		330828				602-49450-122-	\$ 3.37
		330828				602-49450-122-	\$ 6.49
		330828				602-49450-135-	\$ 1.52
		330828				602-49450-135-	\$ 0.79
		330828				602-49450-171-	\$ 1.22
		330828				602-49450-171-	\$ 4.88
		330828				602-49490-101-	\$ 8.09
		330828			Sewer Utilities - Administration and General		\$ 6.56
		330828				602-49490-122-	\$ 1.53
		330828				602-49490-171-	\$ 4.55
		330828					\$ 51.17

09/27/2024	PERA	330829	Retirement contributions - 9/25/24 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 7.35
		330829				602-49450-121-	\$ 8.48
		330829				602-49490-101-	\$ 7.80
		330829				602-49490-121-	\$ 9.00
		330829					\$ 32.63

09/30/2024	Pershing	330831	Muni Bonds Loss	N	Unrealized Investment Loss	602-49301-800-	\$ 11.29
		330831					\$ 11.29

09/30/2024	Money Market/Bonds	IAD3076	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 7.59
		IAD3076					\$ 7.59

09/30/2024	Money Market/Bonds	IAD3084	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 57.71
		IAD3084					\$ 57.71

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 9/11/2024 To 09/30/2024

<u>Date</u>	<u>Vendor</u>	<u>Total For Check</u>	<u>Check #</u>
			IAD3084

Total For Selected Checks

Void Account Name F-A-O-P

	<u>Total</u>
\$	57.71
\$	20,756.33

9/30/2024

Sewage Collection and Disposal

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Current Ad Valorem Taxes	64,809.38	50,591.32	(14,218.06)
Delinquent Ad Valorem Taxes	600.00	719.05	119.05
Mobile Home Tax	1.50	0.00	(1.50)
Fiscal Disparities	60.00	366.53	306.53
Total Acct 310	65,470.88	51,676.90	(13,793.98)
Severed Mineral Tax	9.00	16.45	7.45
Total Acct 318	9.00	16.45	7.45
Principal on Special Assessments	2,812.50	2,124.50	(688.00)
Penalties and Interest on Special Assessments	168.75	0.00	(168.75)
Total Acct 319	2,981.25	2,124.50	(856.75)
Licenses & Permits	93.75	125.00	31.25
Public Utilities	93.75	0.00	(93.75)
Total Acct 321	187.50	125.00	(62.50)
Homestead and Agricultural Credit Aid (HACA)	1,687.50	0.00	(1,687.50)
Total Acct 334	1,687.50	0.00	(1,687.50)
Interest Earning	427.50	524.85	97.35
Total Acct 362	427.50	524.85	97.35
Rate Class I	60,750.00	56,619.25	(4,130.75)
Connection/Reconnection Fees	1,500.00	50.00	(1,450.00)
Penalties and Forfeited Discounts	750.00	974.51	224.51
Hauled Wastewater Fees	337.50	250.00	(87.50)
Total Acct 372	63,337.50	57,893.76	(5,443.74)
Total Revenues	134,101.13	112,361.46	(21,739.67)
Other Financing Sources:			
Unrealized Investment Gain	93.75	86.35	(7.40)
Total Acct 391	93.75	86.35	(7.40)
Sale of Investment	112.50	102.60	(9.90)
Total Acct 399	112.50	102.60	(9.90)
Total Other Financing Sources	206.25	188.95	(17.30)
Disbursements:			
Bond Principal	45,000.00	60,000.00	(15,000.00)
Total Acct 471	45,000.00	60,000.00	(15,000.00)
Interest - Bonds	19,153.13	25,537.50	(6,384.37)
Total Acct 472	19,153.13	25,537.50	(6,384.37)
Fiscal Agent's Fees	356.25	575.00	(218.75)
Total Acct 475	356.25	575.00	(218.75)
Sewer Utilities - Sanitary Sewer Maintenance	39,921.75	28,449.18	11,472.57
Sewer Utilities - Sanitary Sewer Cleaning	0.00	0.00	0.00
Sewer Utilities - Sewer Lift Stations	22,012.50	18,621.90	3,390.60
Sewer Utilities - Administration and General	7,218.75	7,581.08	(362.33)
Total Acct 494	69,153.00	54,652.16	14,500.84
Total Disbursements	133,662.38	140,764.66	(7,102.28)

9/30/2024

Sewage Collection and Disposal

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Other Financing Uses:			
Unrealized Investment Loss	120.00	102.60	17.40
Purchase of Investments	525.00	543.45	(18.45)
Total Acct 493	<u>645.00</u>	<u>646.05</u>	<u>(1.05)</u>
Total Other Financing Uses	<u>645.00</u>	<u>646.05</u>	<u>(1.05)</u>
Beginning Cash Balance		102,531.58	
Total Receipts and Other Financing Sources		112,550.41	
Total Disbursements and Other Financing Uses		141,410.71	
Cash Balance as of 09/30/2024		<u>73,671.28</u>	

Request Placement on Agenda
City of Emily
Emily, MN 56447

RECEIVED
BY:

Deadline: This form and all supporting material MUST be received in the Clerk's office by noon the Thursday before a Regular Council Meeting.

Name of person making request Bruce Miller, VP Emily/Outing
Subject for consideration Snowbirds

Request permission to use City
ballpark for our annual youth
snowmobile training, on Sat Dec 7th

Regular Council Meeting Date Oct 8, 2024

Or other meeting date _____

Will you attend the meeting? YES or NO

If NO, will you have representation & who? _____

Are you making a monetary request? YES or NO

If YES, please explain (include all bids with City of Emily on bid) _____

Will you have presentation material or other information for distribution? YES or NO

If yes, the Clerk's office must receive 7 copies for meeting packets.

I understand that my time is limited to 5 minutes:

I further understand that City Council Meetings are public; therefore, all presentation materials distributed are public information:

Bruce Miller

Signature

Sept 21, 2024

Date

Bruce Miller

Print name

612-297-1367

Phone (in case of meeting cancellation)

Request Placement on Agenda
City of Emily
Emily, MN 56447



Deadline: This form and all supporting material MUST be received in the Clerk's office by noon the Thursday before a Regular Council Meeting.

Name of person making request Perry May

Subject for consideration Mult. Use Recreational

Boardwalk south of Emily

West side of MN Hwy 6 in ROW

Dam Rd North 1/4 mile

Regular Council Meeting Date October 8, 2024

Or other meeting date _____

Will you attend the meeting? YES or NO

If NO, will you have representation & who? _____

Are you making a monetary request? YES or NO

If YES, please explain (include all bids with City of Emily on bid) _____

Power Point sent to Cari

Will you have presentation material or other information for distribution? YES or NO

If yes, the Clerk's office must receive 7 copies for meeting packets.

I understand that my time is limited to 5 minutes:

I further understand that City Council Meetings are public; therefore, all presentation materials distributed are public information:

Perry May 9-18-24
Signature Date

Perry May 612-919-5806
Print name Phone (in case of meeting cancellation)

South Emily Boardwalk

- 12-foot-wide clear center span
- 20,000 weight capacity
- Multi-Recreational Use
- Supported by Engineered
helical screw pilings



Location

West side of MN Hwy 6 ROW

Across from Lake Emily

Boardwalk location



Current Design

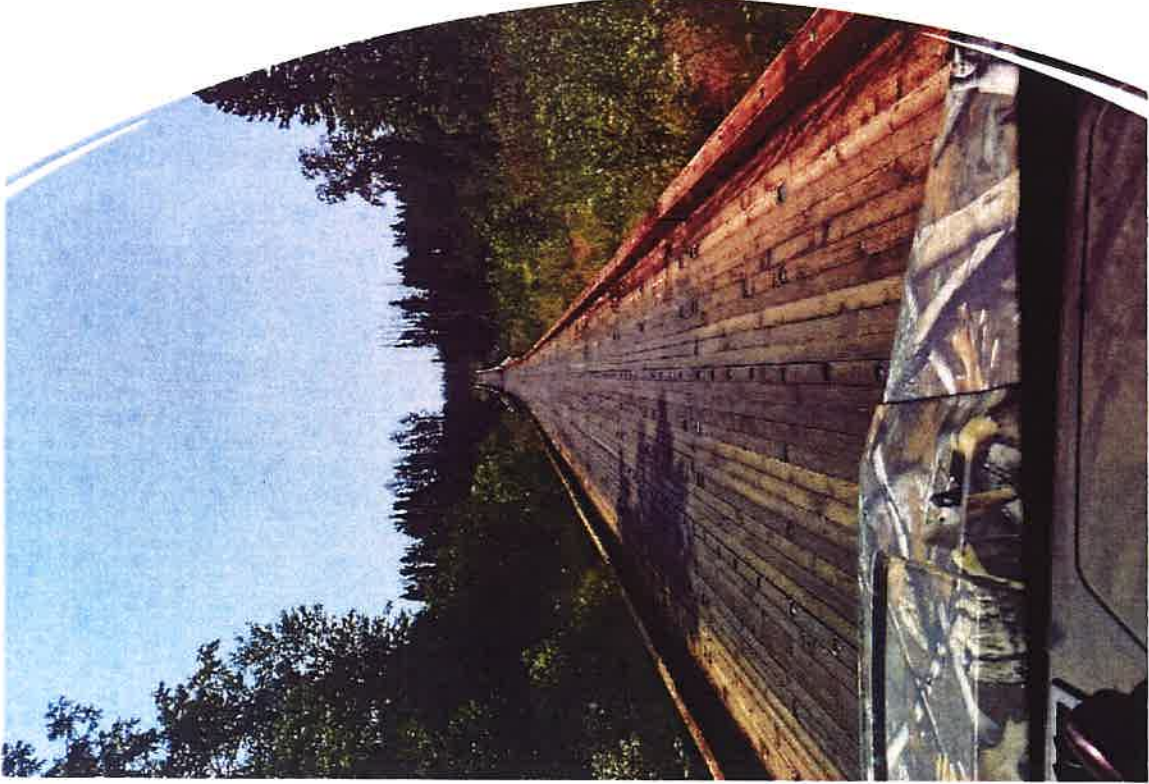
- Punccheon style Boardwalk
- Designed for 3000 lbs.
- 8 foot wide
- Remove floating section to accommodate snow grooming in winter
- Boardwalk floats on wetland surface, reducing wetland impacts
- Trail counters record 20,000 users annually
- Cannot support Snow Groomer
- Limited room for multi-use recreation



Current Issues

- Current ATV's can be over 3000 lb.
- High maintenance
- ATV's w/ higher HP and higher torque
- Does not allow for 2-way traffic
- Does not allow for multi-use
- Poor image
- Flooded boardwalk sections
- High costs to remove and install removable section each year
- Swamps sometimes do not always freeze for swamp grooming





Next Steps

- Gain Stakeholder Support (City, County, MNDOT, Snowbirds, OTHG, MNDNR)
- Hire Engineering Design Firm
- Share design with stakeholders, gather input
- Get formal written support for project from Stakeholders
- Solicit Bids on Design
- Funding Work (Grants, Bonding, Donations)
- Construction

REPORT FOR EMILY CITY COUNCIL MEETING
OCTOBER 8TH, 2024

EMILY VOLUNTEER FIRE DEPARTMENT

- We had 15 members at our last meeting
- 0 fire calls since the last meeting
- Checked all equipment / SCBA,s were tested by MACQUEEN
- Members were also fit tested
- Members approved the resignation of Terri Datzman

Respectfully submitted,

A handwritten signature in black ink that reads "Chad Genz". The signature is written in a cursive style with a large initial 'C' and a long, sweeping underline.

Chad Genz
Chief - Emily Fire Dept.



Monthly Report

10/01/2024

	Sept	Cary	Krista	Mark	LeAnn	Nick	Connie	Terri	Fawn	Cindy	Kaitlin	Tabby
Calls	11	6	4	3	2	4	3	1	5	6	1	2
Meeting	2	2	2	1	1	1	2	1	2	2	0	2
Trainings	0	0	0	0	0	0	0	0	0	0	0	0
Quarterly	0	0	0	0	0	0	0	0	0	0	0	0
Year call Total	100	53	39	18	32	30	26	17	48	59	5	3

Our meeting was held on October 1st. With all but 2 in attendance. In the month of September, we had 11 calls. We didn't do any training in September because we had multiple trains in August. We had 1 Responder submit her resignation due to moving and not being able to respond in a timely manor. Her final numbers are turned in to the clerk for payment. Sarah and Kaiser will start as soon as they are signed off on some equipment competencies with the Chief 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

clerk@emily.net

From: Terri Datzman <b729562303111206@gmail.com>
Sent: Tuesday, September 17, 2024 5:06 PM
To: clerk@emily.net; Cary LeBlanc; Krista Kommer
Subject: Emily 1st Responders

Flag Status: Flagged

I have moved out of Emily and am living in OUTING down a pretty long gravel road. I regret that I will not be able to respond to Emily calls any longer in a timely manner. Therefore, I submit my resignation to the Emily 1st Responders. I do not have any Emily equipment that I recall. Thank you for everything.

Sent from my iPhone

BY-LAWS OF THE EMILY VOLUNTEER FIRE DEPARTMENT

ARTICLE I

SECTION 1. The name of this fire fighting organization shall be the Emily Volunteer Fire Department, with duly authorized Firemen's Relief Association.

SECTION 2. The purpose of the Emily Volunteer Fire Department shall be to provide emergency services to the City of Emily, areas covered as contracted with the City of Emily, and/or mutual aid agreements.

SECTION 3. The Emily Volunteer Fire Department may take part in public relations activities in the City of Emily and surrounding communities.

ARTICLE II

SECTION 1. Members hereafter appointed shall meet job qualification guidelines as set forth in the Operational Guidelines of the Emily Volunteer Fire Department.

SECTION 2. Membership in the Department shall not be less than 15 or more than 25 in number.

SECTION 3. Members shall reside within a 15 minute response time of the Emily Fire Station.

SECTION 4. All members shall be entitled to benefits as set forth in the Emily Firemen's Relief Association Articles of Incorporation ~~By-Laws~~.

SECTION 5. Any member wishing to resign must submit his resignation in writing to the Secretary of the Fire Department, whom will bring it to the Fire Department members for further recommendation to the City Council.

SECTION 6. Members entering military service shall leave on a leave of absence until their return, with no loss of membership.

SECTION 7. OATH OF MEMBERSHIP – I do solemnly swear that I will faithfully execute my duties as a Volunteer Firefighter of the Emily Volunteer Fire Department to the best of my ability. I will preserve, maintain, and defend the constitution and by-laws, and will uphold the motto of the Volunteer Firefighter, which is UNSELFISH PUBLIC SERVICE; COURAGE, AND DUTY so help me God.

SECTION 8. REGULAR MONTHLY MEETINGS – All firefighters shall be required to attend regular monthly meetings. If a firefighter misses two regular monthly meetings in a row, or a total of three monthly meetings during any 12 month period, without an acceptable excuse, that firefighter shall be subject to disciplinary action by the review board, and appropriate action will be taken. The review board shall consist of the Chief, Assistant Chief and Secretary. An acceptable excuse shall include: work, illness and/or death in the family, or extended vacation outside of the area.

SECTION 9. FIRE DRILLS – All firefighters shall respond to a minimum of 50% of scheduled fire drills within any 12 month period, or they will be subject to disciplinary action by the review board, and appropriate action will be taken.

BYLAWS OF THE EMILY FIREMEN'S RELIEF ASSOCIATION

ARTICLE I - NAME

Section 1 – NAME. The name of this relief association is the Emily Firemen's Relief Association (Association). It is a nonprofit organization incorporated under the laws of Minnesota.

Section 2 – TYPE. The Association is a defined-benefit lump-sum relief association subject to Minn. Stat. §§ 424A.015; 424A.02; and 424A.091 to 424A.094. All benefits provided by this Association derive from and are governed by Federal and State laws and these bylaws.

Section 3 – BOOKS AND RECORDS. The Association will keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, relief association records may not be destroyed.

Section 4 – PURPOSE. The Association is a governmental entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and emergency first response, and for their beneficiaries.

Section 5 – FISCAL YEAR. The Association's fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year.

ARTICLE II - MEMBERSHIP

Section 1 – MEMBERSHIP. All individuals who are members of the Emily Volunteer Fire Department (Fire Department) are engaged in or qualified to provide fire suppression duties, and who meet any additional standards established by the Fire Department or by the Association are eligible for membership in the Association.

If the city has approved the employment on the Fire Department of volunteer firefighters to perform fire prevention duties and to supervise fire prevention duties, the personnel serving in fire prevention positions are eligible for membership in the Association and qualify for service pensions and other benefit coverage of the Association on the same basis as members who perform fire suppression duties.

If the city has approved the employment on the Fire Department of volunteer emergency medical personnel, individuals who solely perform or supervise volunteer emergency medical duties are eligible for membership in the Association and qualify for service pensions and other benefit coverage of the Association on the same basis as members who perform fire suppression duties.

No member may be credited with service credit in the Association for the same hours of service for which coverage is already provided in a fund operated by the Public Employees Retirement Association.

Application for membership will be made in writing on a form supplied by the Secretary of the Association. Membership will be approved by the Board of Trustees.

The location of the required examinations will be at the discretion of the City of Emily. Results of the examinations will be provided to the Emily City Clerk and 1st Response Unit Officers. Cost of the examinations will be the responsibility of the City of Emily.

SECTION 4. Newly appointed members shall serve a probationary period of twelve (12) months during which time their performance and fitness shall be monitored by the Unit Officers. A probationary member may be removed from the Unit upon recommendation of the 1st Response Chief and Assistant Chief and confirmation of the City Council.

SECTION 5. Individuals may be accepted on a temporary probationary basis pending completion of training and certification. The Unit may provide this training with a signed written agreement stating the individual shall reimburse the City of Emily for the cost of the training if the individual fails to satisfactorily complete training and certification, or is separated from the Unit with less than one (1) year of service after certification.

SECTION 6. Members entering active duty with the Military Service shall be granted leave in accordance with Federal Law. Their position may be filled during their absence. Upon return from active duty the member shall be returned to their position in accordance with applicable Federal Law, providing the member meets the requirements of Section 3.

SECTION 7. A member wishing to resign from the Unit shall submit a written resignation to the 1st Response Chief and Assistant Chief who shall inform the Emily City Council of the resignation. All property and equipment belonging to the Unit shall be turned in at the time of resignation. The member shall be responsible for the replacement cost of any equipment not returned.

SECTION 8. Membership Requirements:

- No member shall be absent from more than two (2) consecutive meetings or a total of six (6) meetings in any twelve (12) month period. The 1st Response Chief and Assistant Chief may grant a waiver for this requirement if it is deemed to be in the Unit's best interest.
- Each member shall attend a minimum of eight (8) training sessions per annum. A minimum of six (6) training sessions shall be internal training sessions or drills.
- It shall be the duty of the member returning the Unit vehicle to the station after a response to ensure that all equipment and supplies are replenished and the vehicle is ready for the next deployment.
- A member shall respond to a minimum of 25% of all calls during a twelve (12) month period.
- No member shall respond to a call, meeting or drill when impaired by alcohol, drugs or illness.
- Members are subject to the City Drug Testing Policy. Failure to comply is grounds for dismissal.
- Members must maintain a minimum certification as a Minnesota recognized First Responder active status to remain on the Emily 1st Response Unit.

Pending



Equipment Management Company
 22824 West Winchester Drive
 Channahon, IL 60410
 USA
 815-467-8762
 Fax: 815-467-8763

Quote 11460

Order Date: 08/30/2024
 Printed Date: 08/30/2024
 Page: 1

Bill To:

Great Plains Fire, Inc.
 17277 230th Street
 Fergus Falls, MN 56537
 USA

Ship To:

Emily Fire Department

 Emily, MN 56447
 USA



BT:

Customer ID	Purchase Order	Valid Until	Ship Via	F.O.B.	Sales Rep	Ship From		
GREPLA		//	Best Way		MCARL	DIRECT		
Ord Qty		U.O.M. Description	Item Number	Item Status	Unit Price	Discount Est Ship Date	Tax	Extended Price
1		EACH	ART.109.261.1	Sale	14,112.00000	0.000 N		14,112.00
		17C SL3 Brute Combi Tool(Tips order as a'la carte)28V				08/30/2024		
2		EACH	1050616	Sale	0.00000	0.000 N		0.00
		Brute Tip Vario 11c rit, 15c, 17c, 19c (Each)				08/30/2024		
2		EACH	ART.109.685.9	Sale	562.50000	0.000 N		1,125.00
		Rit Tip (Each)				08/30/2024		
		EACH	ART.031.901.2	Sale	10,269.00000	0.000 N		10,269.00
		31" SL2 Push Pull Ram eForce 28V				08/30/2024		
1		EACH	ART.011.520.1	Sale	2,151.00000	0.000 N		2,151.00
		Deluxe Push/Pull Ram Kit w/Slip Fit & New Box				08/30/2024		
<p>225-42220-580 \$12,000.00 Public Safety Aid 225-42220-580 \$15,657.00</p>								
						Non Taxable Subtotal	27,657.00	
						Taxable Subtotal	0.00	
						Order Discount	0.00	
						Tax	0.00	
						Order Total	27,657.00	

225 FIRE EQUIPMENT FUND

2023 Budgeted Transfers (Resolution 23-52)

Turnout Gear, Radios, Pagers	\$ 18,750.00
------------------------------	--------------

Date	Use	Purpose	Amount	Total Remaining
				\$18,750.00

PUBLIC SAFETY AID FUNDS

Added to Fund 225 Firemens Equip Fund

Total Received 12/26/2023	\$37,678.00
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Date	Use	Purpose	Amount	Total Remaining
2/28/2024	Great Plains Fire	Turnout Gear	\$587.11	\$37,090.89
5/8/2024	Great Plains Fire	Turnout Gear	\$14,837.89	\$22,253.00
8/7/2024	TrafficLogix	Electronic Speed Signs	\$6,022.00	\$16,231.00
	Great Plains Fire	Push/Pull Ram	\$12,000.00	\$4,231.00
	Flock Security - One System	Flock Security System	\$3,600.00	\$631.00

\$15,425.00 Turnout gear approved 2/13/24
 \$12,000.00 Fire - Push/Pull Ram - CIP
\$6,022.00 Two electronic speed signs
 \$33,447.00 Total of planned purchases

\$4,231.00 Amount remaining
 after planned purchases



Trunk or Treat

Hosted by the Emily Fire & Rescue Department
Along with Crooked Lake Volunteer Fire Department, and Fifty Lakes
Fire & Rescue Department

Thursday, October 31, 5 - 7 pm

Hayrides
provided by
Redding's!

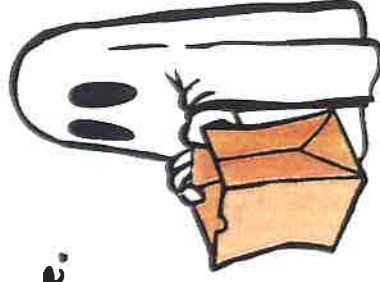
Hotdogs
donated by
Emily Meats!

This is a **FREE** community event!

20837 West County Road 1 behind Emily Fire Hall

Treat bags provided by the Outing Area Chamber of Commerce.

Lakers Lions serving hotdogs.



Prizes for best decorated trunks!

Emily Fire Relief Association

2024 Schedule Form for Lump-Sum Pension Plans (SC-24)



Office of the State Auditor

Report created on 9/30/2024

Emily Fire Relief Association

2024 Schedule Form for Lump-Sum Pension Plans (Form SC-24)

Active Members

Annual benefit level in effect for 2024: \$2,100									
Minimum Retirement Age: 50									
Years Required for Full Vesting: 10						2024		2025	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
Jordan, Chad	Paid	12/05/1971	01/11/2005	0		17	0		0
Chad Genz	Active	09/16/1976	08/26/1997	0		27	53,445	28	57,087
Andy Moritz	Active	03/24/1980	04/24/2001	0		24	42,209	25	45,287
Tracy Jones	Active	12/20/1971	04/24/2001	0		24	50,400	25	52,500
Tyson Kinkaid	Active	08/25/1975	04/24/2001	0		24	48,932	25	52,500
Bill Philstrom	Paid	09/17/1967	05/22/2007	8		17	0	18	0
Brian Foster	Active	02/26/1962	05/22/2007	0		18	37,800	19	39,900
Josh Rooker	Active	12/28/1980	05/22/2007	0		18	31,657	19	34,418
Kenny Roden	Active	05/15/1961	05/22/2007	0		18	37,800	19	39,900
Brad Wosmek	Active	01/03/1972	05/01/2009	0		16	33,600	17	35,700
Jon Chmielecki	Active	02/28/1970	07/25/2011	0		13	27,300	14	29,400
Patrick Redding	Active	11/08/1964	07/25/2011	0		13	27,300	14	29,400
John Friesner	Active	11/18/1987	03/12/2012	0		13	18,590	14	20,621
Phil Yetzer	Active	10/17/1965	04/03/2012	0		13	27,300	14	29,400
Combs, Kevin	Active	12/07/1950	01/21/2014	4		11	23,100	12	25,200
Patrick, James	Active	10/03/1963	01/29/2014	0		11	23,100	12	25,200
Butcher, Bryce	Active	03/08/1980	04/01/2015	0		10	17,587	11	19,926
Spindler, Calen	Active	04/12/1991	04/01/2015	0		10	12,705	11	14,395
Michael Armbrust	Active	03/10/1979	12/10/2019	0		5	9,057	6	11,195
Blair Mileski	Active	08/27/1982	12/31/2020	0		4	6,631	5	8,537
Kevin Fail	Separated-Not Vested	06/10/1988	10/28/2022	0		2	0	3	0
Craig Prokott	Separated-Not Vested	08/20/1983	11/21/2022	0		2	0	3	0
Kaiser Jarvis	Active	11/08/1990	12/29/2023	0		1	1,309	2	2,696
Cary D. LeBlanc	Active	04/06/1974	02/13/2024	0		1	1,609	2	3,316
Christa M. Kommer	Active	01/29/1971	02/13/2024	0		1	1,609	2	3,316
Mark Werner	Active	01/02/1958	02/13/2024	0		1	1,609	2	3,316

Emily Fire Relief Association

2024 Schedule Form for Lump-Sum Pension Plans (Form SC-24)

Active Members

Annual benefit level in effect for 2024: \$2,100									
Minimum Retirement Age: 50									
Years Required for Full Vesting: 10						2024		2025	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
LeAnn C. Werner	Active	09/17/1957	02/13/2024	0		1	1,609	2	3,316
Nicholas A. Davis	Active	01/27/1991	02/13/2024	0		1	1,271	2	2,617
Connie L. Pollock	Active	06/28/1969	02/13/2024	0		1	1,609	2	3,316
Teresa Datzman	Active	07/22/1958	02/13/2024	0		1	1,609	2	3,316
Fawn R. Jones	Active	04/22/1976	02/13/2024	0		1	1,609	2	3,316
Cynthia J. Thompson	Active	02/03/1960	02/13/2024	0		1	1,609	2	3,316
Kaitlin J. Jorgenson	Active	09/11/1996	02/13/2024	0		1	1,096	2	2,258
Tabatha J. Foster	Active	06/07/2003	07/10/2024	0		0	0	1	918
Kaiser Jarvis	Active	11/08/1990	02/13/2024	0		1	1,309	2	2,699
Sarah E. Jarvis	Active	11/29/2001	03/19/2024	0		1	945	2	1,945

Emily Fire Relief Association

2024 Schedule Form for Lump-Sum Pension Plans (Form SC-24)

Deferred Members

	Birth Date	Yrs Of Service		Deferred Interest Paid	Interest Period	Leaves Of Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest Option		Member Status Name
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next
Ryan Johnson	08/13/1972	12 Years 0 Months		No		3 Months
	02/08/2005	1,500	10 Years			Deferred
	07/11/2017	68 %	No	No	12,240	12,240
Rate of Return	-					

Emily Fire Relief Association
2024 Schedule Form for Lump-Sum Pension Plans (Form SC-24)
Unpaid Installments

Name	Member Status	Birth Date	Entry Date	Separation Date	Amount Previously Paid	2024 Estimated Liability	2025 Estimated Liability
------	---------------	------------	------------	-----------------	------------------------	--------------------------	--------------------------

No Unpaid Installments

Emily Fire Relief Association

2024 Schedule Form for Lump-Sum Pension Plans (Form SC-24)

Financial Projections

Calculation of Normal Cost

	2024	2025
Total Active Member Liabilities	547,315	610,227
Total Deferred Member Liabilities	12,240	12,240
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 559,555	B. 622,467
Normal Cost (Cell B - Cell A)		C. 62,912

Projection of Net Assets for Year Ending December 31, 2024

Special Fund Assets at December 31, 2023 (FIRE-23 ending assets)		1.	375,092
Projected Income for 2024			
Fire State Aid	D.		15,565
Supplemental State Aid (actual 2023 supplemental state aid)	E.		2,830
Municipal / Independent Fire Dept. Contributions	F.		17,944
Interest / Dividends	G.		4,800
Appreciation / (Depreciation)	H.		0
Member Dues	I.		0
Other Revenues	J.		0
Total Projected Income for 2024 (Add Lines D through J)		2.	41,139
Projected Expenses for 2024			
Service Pensions	K.		0
Other Benefits	L.		0
Administrative Expenses	M.		3,400
Total Projected Expenses for 2024 (Add Lines K through M)		3.	3,400
Projected Net Assets at December 31, 2024 (Line 1 + Line 2 - Line 3)		4.	412,831

Projection of Surplus or (Deficit) as of December 31, 2024

Projected Assets (Line 4)		5.	412,831
2024 Accrued Liability (Page 4, cell A)		6.	559,555
Surplus or (Deficit) (Line 5 - Line 6)		7.	(146,724)

Emily Fire Relief Association

2024 Schedule Form for Lump-Sum Pension Plans (Form SC-24)

Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		Amount Left to Retire 1/1/2025
	Original Amount	Amount Retired as of 12/31/2023	Original Amount	Amount Retired as of 12/31/2024	
2015	0	0	0	0	0
2016	0	0	0	0	0
2017	0	0	0	0	0
2018	0	0	0	0	0
2019	23,799	19,991	23,799	22,371	1,428
2020	0	0	0	0	0
2021	45,666	9,134	45,666	13,701	31,965
2022	0	0	0	0	0
2023	44,430	0	44,430	4,443	39,987
2024			73,344	0	73,344
Totals	113,895	29,125	187,239	40,515	146,724

Normal Cost	8.	62,912
2023 Administrative Expense (FIRE-23)	2023 9.	6,18
2024 Projected Administrative Expense	2024	6,405
Amortization of Deficit (Total of Original Amount X 0.10)	10.	18,724
10% of Surplus	11.	0
Fire and Supplemental Aid	12.	18,395
Member Dues	13.	0
5% of Projected Assets at December 31st, 2024	14.	20,642
Required Contribution	15.	49,004

Emily Fire Relief Association

2024 Schedule Form for Lump-Sum Pension Plans (Form SC-24)

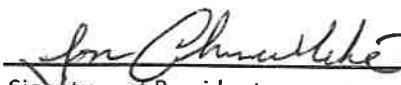
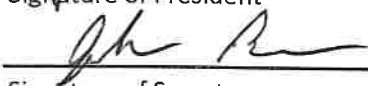
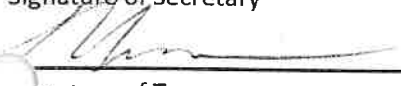
To be eligible for fire state aid this Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2024, and submitted to the Office of the State Auditor.

Relief Association Officer Certification

I have obtained a copy of the schedule form with Confirmation Id 3e096bb6-70b4-40f9-b82e-5418f11d23ff displayed in the lower left corner of each page.

We, the officers of the Emily Fire Relief Association certify that this Schedule Form was prepared under Minn. Stat. § 424A.092 and that:

- 1) The annual benefit level of \$2,100 per year of service was approved by the Relief Association's board of trustees and, if required by Minn. Stat. § 424A.092, ratified by the affiliated municipal governing board or independent nonprofit firefighting corporation;
- 2) We understand that this form shows that the Relief Association has a projected DEFICIT of \$146,724 and a projected funding ratio of 73.78 percent; and
- 3) The required 2025 contribution is **\$49,004** based on the financial requirements of the Relief Association's Special Fund for the 2024 calendar year.

	Jon	Chmielecki	10/1/24
Signature of President	First Name	Last Name	Date
	Josh	Rinker	10/1/24
Signature of Secretary	First Name	Last Name	Date
	Michael	ARMBRUST	10/1/24
Signature of Treasurer	First Name	Last Name	Date

Municipal Clerk / Independent Secretary Certification*

I received the completed Schedule Form from the Emily Fire Relief Association with Confirmation Id 3e096bb6-70b4-40f9-b82e-5418f11d23ff displayed in the lower left corner of each page.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

	Cari	Johnson	10-1-2024
Signature of Municipal Clerk / Secretary of independent nonprofit firefighting corporation	First Name	Last Name	Date

* See the form instructions for additional information about certification requirements.

Emily Fire Relief Association

2023 Schedule Form for Lump-Sum Pension Plans (SC-23)



Office of the State Auditor

Report created on 9/30/2024

Emily Fire Relief Association

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Active Members

Annual benefit level in effect for 2023: \$1,750									
Minimum Retirement Age: 50									
Years Required for Full Vesting: 10						2023		2024	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability
Chad Genz	Active	09/16/1976	08/26/1997	0		26	41,639	27	44,538
Andy Moritz	Active	03/24/1980	04/24/2001	0		23	32,727	24	35,174
Tracy Jones	Active	12/20/1971	04/24/2001	0		23	40,250	24	42,000
Tyson Kinkaid	Active	08/25/1975	04/24/2001	0		23	37,939	24	40,777
Bill Philstrom	Active	09/17/1967	05/22/2007	8		16	28,000	17	29,750
Brian Foster	Active	02/26/1962	05/22/2007	0		17	29,750	18	31,500
Josh Rooker	Active	12/28/1980	05/22/2007	0		17	24,189	18	26,381
Kenny Roden	Active	05/15/1961	05/22/2007	0		17	29,750	18	31,500
Chad Wosmek	Active	01/03/1972	05/01/2009	0		15	26,250	16	28,000
Tom Chmielecki	Active	02/28/1970	07/25/2011	0		12	21,000	13	22,750
Patrick Redding	Active	11/08/1964	07/25/2011	0		12	21,000	13	22,750
John Friesner	Active	11/18/1987	03/12/2012	0		12	13,883	13	15,492
Phil Yetzer	Active	10/17/1965	04/03/2012	0		12	21,000	13	22,750
Combs, Kevin	Active	12/07/1950	01/21/2014	0		10	17,500	11	19,250
Patrick, James	Active	10/03/1963	01/29/2014	0		10	17,500	11	19,250
Butcher, Bryce	Active	03/08/1980	04/01/2015	0		9	12,806	10	14,656
Spindler, Calen	Active	04/12/1991	04/01/2015	0		9	9,251	10	10,588
Michael Armbrust	Active	03/10/1979	12/10/2019	0		4	5,862	5	7,548
Josh Gallup	Separated-Not Vested	01/07/1983	02/11/2020	0		4	0	5	0
Blair Mileski	Active	08/27/1982	12/31/2020	0		3	4,024	4	5,526

Emily Fire Relief Association

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Deferred Members

	Birth Date	Yrs Of Service		Deferred Interest Paid	Interest Period	Leaves Of Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest Option		Member Status Name
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next
Jordan, Chad	12/05/1971	17 Years 0 Months		No		0 Months
	01/11/2005	1,750	10 Years			Deferred
	07/01/2022	100 %	No	No	29,750	29,750
	Rate of Return	-				
Ryan Johnson	08/13/1972	12 Years 0 Months		No		3 Months
	02/08/2005	1,500	10 Years			Deferred
	07/11/2017	68 %	No	No	12,240	12,240
	Rate of Return	-				

Emily Fire Relief Association
2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)
Unpaid Installments

Name	Member Status	Birth Date	Entry Date	Separation Date	Amount Previously Paid	2023 Estimated Liability	2024 Estimated Liability
------	---------------	------------	------------	-----------------	------------------------	--------------------------	--------------------------

No Unpaid Installments

Emily Fire Relief Association
2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)
Financial Projections

Calculation of Normal Cost

	2023	2024
Total Active Member Liabilities	434,320	470,180
Total Deferred Member Liabilities	41,990	41,990
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 476,310	B. 512,170
Normal Cost (Cell B - Cell A)		C. 35,860

Projection of Net Assets for Year Ending December 31, 2023

Special Fund Assets at December 31, 2022 (FIRE-22 ending assets)		1.	346,073
Projected Income for 2023			
Fire State Aid	D.		12,254
Supplemental State Aid (actual 2022 supplemental state aid)	E.		2,473
Municipal / Independent Fire Dept. Contributions	F.		29,340
Interest / Dividends	G.		4,800
Appreciation / (Depreciation)	H.		0
Member Dues	I.		0
Other Revenues	J.		0
Total Projected Income for 2023 (Add Lines D through J)		2.	48,867
Projected Expenses for 2023			
Service Pensions	K.		0
Other Benefits	L.		0
Administrative Expenses	M.		3,400
Total Projected Expenses for 2023 (Add Lines K through M)		3.	3,400
Projected Net Assets at December 31, 2023 (Line 1 + Line 2 - Line 3)		4.	391,540

Projection of Surplus or (Deficit) as of December 31, 2023

Projected Assets (Line 4)		5.	391,540
2023 Accrued Liability (Page 4, cell A)		6.	476,310
Surplus or (Deficit) (Line 5 - Line 6)		7.	(84,770)

Emily Fire Relief Association

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2022	Original Amount	Amount Retired as of 12/31/2023	Amount Left to Retire 1/1/2024
2014	0	0	0	0	0
2015	0	0	0	0	0
2016	125,118	125,118	0	0	0
2017	0	0	0	0	0
2018	0	0	0	0	0
2019	23,799	17,611	23,799	19,991	3,808
2020	0	0	0	0	0
2021	45,666	4,567	45,666	9,134	36,532
2022	0	0	0	0	0
2023			44,430	0	44,430
Totals	194,583	147,296	113,895	29,125	84,770

Normal Cost		8.	35,860
2022 Administrative Expense (FIRE-22)	2022	9.	4,829
2023 Projected Administrative Expense	2023		4,998
Amortization of Deficit (Total of Original Amount X 0.10)		10.	11,390
10% of Surplus		11.	0
Fire and Supplemental Aid		12.	14,727
Member Dues		13.	0
5% of Projected Assets at December 31st, 2023		14.	19,577
Required Contribution		15.	17,944

Emily Fire Relief Association

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)


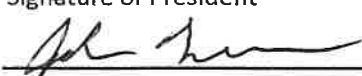
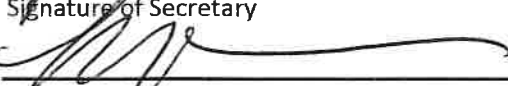
To be eligible for fire state aid this Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2023, and submitted to the Office of the State Auditor.

Relief Association Officer Certification

I have obtained a copy of the schedule form with Confirmation Id 05d456fa-a52f-4ff2-9097-7a772c6a729f displayed in the lower left corner of each page.

We, the officers of the Emily Fire Relief Association certify that this Schedule Form was prepared under Minn. Stat. § 424A.092 and that:

- 1) The annual benefit level of \$1,750 per year of service was approved by the Relief Association's board of trustees and, if required by Minn. Stat. § 424A.092, ratified by the affiliated municipal governing board or independent nonprofit firefighting corporation;
- 2) We understand that this form shows that the Relief Association has a projected DEFICIT of \$84,770 and a projected funding ratio of 82.20 percent; and
- 3) The required 2024 contribution is **\$17,944** based on the financial requirements of the Relief Association's Special Fund for the 2023 calendar year.

	Jon	Chmielecki	10/1/24
Signature of President	First Name	Last Name	Date
	Josh	Rooker	10/1/24
Signature of Secretary	First Name	Last Name	Date
	Michael	Armbrust	10/1/24
Signature of Treasurer	First Name	Last Name	Date

Municipal Clerk / Independent Secretary Certification*

I received the completed Schedule Form from the Emily Fire Relief Association with Confirmation Id 05d456fa-a52f-4ff2-9097-7a772c6a729f displayed in the lower left corner of each page.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

	Cassi	Johnson	10-1-2024
Signature of Municipal Clerk / Secretary of independent nonprofit firefighting corporation	First Name	Last Name	Date

* See the form instructions for additional information about certification requirements.

Emily Fire Relief Association

2023 Financial and Investment Reporting Entry (FIRE-23)



Office of the State Auditor

Report created on 9/11/2024

Emily Fire Relief Association

2023 Financial and Investment Reporting Entry (Form FIRE-23)

Plan Information

Fire Department Affiliation & Member Counts

The Fire Relief Association is associated with:

A municipality which has a fire department.

No Is the Fire Department a Joint Powers department?

<u>19</u>	Active members in the Relief Association	<u>0</u>	Lump sum service distributions
<u>1</u>	Inactive members who are deferred	<u>0</u>	Lump sum survivor distributions
<u>0</u>	Other inactive members (medical and other leave)	<u>0</u>	Lump sum disability distributions
<u>20</u>	Total Active + Inactive with Relief Association	<u>0</u>	Monthly benefit recipients

EMS-Only personnel in the Relief Association

(Also include in member counts above, as applicable.)

Plan Type & Benefits Information

Plan Type: Lump Sum

Benefit payable for each year of service: 1,750

Vesting & Ancillary Benefits

Years required for full vesting in:

10 Fire Department

10 Relief Association

Years required for partial vesting in:

5 Fire Department

5 Relief Association

Yes Partial Vesting in Bylaws

50 Minimum age to receive retirement benefits

	Amount	Period
Short-term Disability	-	-
Long-term Disability	1,750	year of service
Survivor Benefit	1,750	year of service

Emily Fire Relief Association

2023 Financial and Investment Reporting Entry (Form FIRE-23)

Plan Information

Bonding, Bylaws & Resolutions

Yes	Is the Treasurer bonded for at least 10% of ending assets?
	Amount: 100,000
No	Is the Secretary bonded?
No	Did you amend your bylaws for 2023?
No	Did you modify your benefits for 2023?
Yes	Has your association completed its Annual Renewal as a Nonprofit Corporation with the Secretary of State?
Yes	Did the Fire Chief file a certification of 2022 service credit with an officer of the Relief Association by March 31, 2023?
Yes	Is a fire state aid allocation agreement with the municipality in effect for 2023 state aid?
Yes	Did the board of trustees review the 2022 Investment Report Card provided by the OSA?

Investment Forms & Information

Yes	Signed Broker Certification form(s) (BC-1)?
Yes	Signed 2023 Statements of Economic Interest?
Yes	Signed 2023 Investment Business Recipient Disclosure Form?
Yes	The market value of each investment account and investment portfolio at the beginning of the calendar year and for each quarter pursuant to Minn. Stat. § 356.219, subd. 3(g)?
Yes	The date and amount of each injection and withdrawal to each investment account and investment portfolio pursuant to Minn. Stat. §356.219, subd. 3(g)?
No	Did the Public Pension Plan amend its investment policy statement in 2023?

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Investments

Investment Type	Special Fund	General Fund	Special Fund Accrued Interest
Cash (including all non-interest bearing accounts at banks, credit unions or thrift institutions)	34,168	17,725	0
Certificates of Deposit (time deposits)	0	0	0
Other interest bearing accounts (at banks, credit unions or thrifts, including Money Market Accounts)	36,155	0	0
Treasury Bills	0	0	0
Treasury Bonds & Notes	0	0	0
Domestic Stock	0	0	0
International Stock	0	0	0
Corporate Bonds (domestic)	0	0	0
Government Bonds (domestic)	0	0	0
Corporate and Government Bonds (international)	0	0	0
Venture Capital, Resource or Real Estate Limited Partnerships	0	0	0
Mutual Funds and Exchange Traded Funds	302,769	0	0
Total Investments at 12/31/2023	373,092	17,725	0

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Mutual Funds

Ticker Symbol	Fund / Account Name	Special Fund	General Fund	Special Fund Accrued Interest	Money Market Mutual Fund?
ARTRX	Artisan Global Opportunities Inv	14,065	0	0	
SGENX	First Eagle Global A	30,234	0	0	
PFIG	Invesco Fdmtl Invmt Grd Corp Bd ETF	33,574	0	0	
OAKMX	Oakmark Investor	14,123	0	0	
PRBLX	Parnassus Core Equity Investor	13,640	0	0	
SCHD	Schwab US Dividend Equity ETF™	41,480	0	0	
SCHG	Schwab US Large-Cap Growth ETF™	40,663	0	0	
SPSM	SPDR® Portfolio S&P 600 Sm Cap ETF	35,643	0	0	
VWO	Vanguard FTSE Emerging Markets ETF	13,132	0	0	
VTIP	Vanguard Short-Term Infl-Prot Secs ETF	32,598	0	0	
VXUS	Vanguard Total International Stock ETF	33,617	0	0	

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Financial Information

	Special Fund	General Fund
A. Total Net Assets as of December 31, 2022	346,073	15,572
Revenues - 2023		
Fire State Aid (regular fire state aid and supplemental state aid)	18,396	
State 10% Supplemental Reimbursement	2,000	
Municipal/Independent Fire Department Contributions	28,976	
Member Contributions/Dues	0	0
Interest & Dividends	1,672	21
Appreciation/(Depreciation) in Fair Market Value (Realized or Unrealized)	45,625	0
LESS: Investment Management Fees	(3,462)	0
Fundraising Revenue	0	18,017
Outside Donations	0	1,000
Other Income	0	0
	93,207	19,038
B. Total Revenues		
Benefit Expenditures - 2023		
Service Pensions - Retirees	58,000	
Service Pensions - Monthly (including monthly survivor and disability benefits)	0	
Service Pensions - Survivors	0	
Service Pensions - Disabled	0	
Illness or Short-term Disability	0	
	58,000	
1. Total Benefit Expenditures		
Administrative Expenditures - 2023		
Salary	0	500
Conventions & Meetings	0	0
Dues	170	0
Training	0	0
Professional Fees (Actuarial, Audit and Legal)	5,915	0
Bond	0	0
Investment Performance Evaluation	0	0
Fundraising Expenses		7,256
Other Expenditures	103	9,129
	6,188	16,885
2. Total Administrative Expenditures		
C. Total Expenditures (1 + 2)	64,188	16,885
D. Transfers (Can be made from General Fund to Special Fund only)	0	0
E. Total Net Assets at December 31, 2023 (A + B - C +/- D)	375,092	17,725

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Financial Information

	<u>Special Fund</u>	<u>General Fund</u>
Selected Assets and Liabilities		
Accounts Receivable (Other than interest income receivable)	2,000	0
Other Assets	0	0
Accounts Payable or Other Liabilities	0	0
Accrued Liability - 2023	0	

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Other Items

Type	Description	Special Fund	General Fund
Outside Donations			
	C&L Emily Day Donation	0	500
	Chad Genz Donation	0	500
	Total Outside Donations	0	1,000
Other Expenses			
	State Registration	25	0
	Postage	78	0
	Meetings and Supplies	0	8,829
	License and Insurance	0	300
	Total Other Expenses	103	9,129

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Pension Payments

Name	Vesting %	Yearly Benefit Amount	Regular Retirement Benefit Amount	Deferred Interest Amount	Supplemental Benefit Amount	Total Benefit Amount
	Birth Date	Entry Date	Separation Date	Leaves of Absence and Breaks in Service	Service Length	
Benefit Type	Deferred Interest Type	Deferred Interest Period	Return to Service Member			
Jordan, Chad	100 %	1,750	29,750	0	1,000	30,750
Service Pension - Deferred, Fully Vested	12/05/1971	07/01/2022	07/01/2022	0	17 Years 6 Months	
	No Interest	N/A	No			
William Philstrom	100 %	1,750	26,250	0	1,000	27,250
Service Pension - Active, Fully Vested	09/17/1967	05/22/2007	03/17/2023	8	15 Years 3 Months	
	No Interest	N/A	No			

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Cash Flows

Total market value of Special Fund assets at the SBI (12/31/23)	0
Cash equivalent assets not invested through the SBI (12/31/23)	70,323
Expected expenses for the first six months of 2024	
Administrative	4,000
Benefits	0
Total expected expenses for first six months of 2024	4,000

Market Values

First Quarter Beginning Value	346,073
First Quarter Ending Value	394,110
Second Quarter Ending Value	373,075
Third Quarter Ending Value	364,320
Fourth Quarter Ending Value	373,092

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Cash Flows

Type	Description	Date	Amount
Cash Flows In			
Municipal Contribution		02/06/2023	28,976
State Aid		11/15/2023	18,396
Total Cash Flows In			47,372
Cash Flows Out			
Administrative Expense	Postage	01/19/2023	66
Administrative Expense	Dues	05/31/2023	170
Administrative Expense	Registration	10/24/2023	25
Administrative Expense	Postage	10/25/2023	6
Administrative Expense	Postage	10/27/2023	6
Administrative Expense	Professional Fees	10/26/2023	5,915
Benefit Payment	Chad Jordan	11/21/2023	30,750
Benefit Payment	William Philstrom	06/16/2023	27,250
Total Cash Flows Out			64,188
Investment Management Fees			
Investment Fees		01/12/2023	795
Investment Fees		04/12/2023	929
Investment Fees		07/17/2023	874
Investment Fees		10/11/2023	864
Total Investment Management Fees			3,462

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Relief Association and Municipal Certification

We have obtained a copy of the Fire-23 Form with unique code 2f97d7e0-834b-4b7b-9c68-5b06b1e8ca1f displayed in the lower left corner of each page, which served as the Emily Fire Relief Association's detailed financial statement.

We certify that, to the best of our knowledge and belief, the information presented in this detailed financial statement is true and accurate and that, as required by Minn. Stat. § 424A.014, subd. 2(a), the detailed financial statement shows:

- (1) the sources and amounts of all money received;
- (2) all disbursements, accounts payable and accounts receivable;
- (3) the amount of money remaining in the treasury;
- (4) total assets, including a listing of all investments;
- (5) the accrued liabilities; and
- (6) all other items necessary to show accurately the revenues and expenditures and financial position of the relief association.

Craig Johnson

Signature: Municipal Clerk

10-1-2024

DATE

Cari Johnson

First Name

Last Name

In addition to the above, I certify that the board of trustees has reviewed the "Investment Report Card" provided by the Office of the State Auditor to the Emily Fire Relief Association for the 2022 calendar year.

[Signature]

Signature: Officer

9/27/24

DATE

Michael

First Name

ARM DRUST

Last Name

Treasurer

Title

Emily Fire Relief Association

2024 Schedule Form for Lump-Sum Pension Plans (Form SC-24)

To be eligible for fire state aid this Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2024, and submitted to the Office of the State Auditor.

Relief Association Officer Certification

I have obtained a copy of the schedule form with Confirmation Id 3e096bb6-70b4-40f9-b82e-5418f11d23ff displayed in the lower left corner of each page.

We, the officers of the Emily Fire Relief Association certify that this Schedule Form was prepared under Minn. Stat. § 424A.092 and that:

- 1) The annual benefit level of \$2,100 per year of service was approved by the Relief Association's board of trustees and, if required by Minn. Stat. § 424A.092, ratified by the affiliated municipal governing board or independent nonprofit firefighting corporation;
- 2) We understand that this form shows that the Relief Association has a projected DEFICIT of \$146,724 and a projected funding ratio of 73.78 percent; and
- 3) The required 2025 contribution is **\$49,004** based on the financial requirements of the Relief Association's Special Fund for the 2024 calendar year.

Signature of President	First Name	Last Name	Date
Signature of Secretary	First Name	Last Name	Date
Signature of Treasurer	First Name	Last Name	Date

Municipal Clerk / Independent Secretary Certification*

I received the completed Schedule Form from the Emily Fire Relief Association with Confirmation Id 3e096bb6-70b4-40f9-b82e-5418f11d23ff displayed in the lower left corner of each page.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

Signature of Municipal Clerk / Secretary of independent nonprofit firefighting corporation	First Name	Last Name	Date
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* See the form instructions for additional information about certification requirements.

Emily Fire Relief Association

2023 Schedule Form for Lump-Sum Pension Plans (Form SC-23)

To be eligible for fire state aid this Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2023, and submitted to the Office of the State Auditor.

Relief Association Officer Certification

I have obtained a copy of the schedule form with Confirmation Id 05d456fa-a52f-4ff2-9097-7a772c6a729f displayed in the lower left corner of each page.

We, the officers of the Emily Fire Relief Association certify that this Schedule Form was prepared under Minn. Stat. § 424A.092 and that:

- 1) The annual benefit level of \$1,750 per year of service was approved by the Relief Association's board of trustees and, if required by Minn. Stat. § 424A.092, ratified by the affiliated municipal governing board or independent nonprofit firefighting corporation;
- 2) We understand that this form shows that the Relief Association has a projected DEFICIT of \$84,770 and a projected funding ratio of 82.20 percent; and
- 3) The required 2024 contribution is **\$17,944** based on the financial requirements of the Relief Association's Special Fund for the 2023 calendar year.

Signature of President	First Name	Last Name	Date
Signature of Secretary	First Name	Last Name	Date
Signature of Treasurer	First Name	Last Name	Date

Municipal Clerk / Independent Secretary Certification*

I received the completed Schedule Form from the Emily Fire Relief Association with Confirmation Id 05d456fa-a52f-4ff2-9097-7a772c6a729f displayed in the lower left corner of each page.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

Signature of Municipal Clerk / Secretary of independent nonprofit firefighting corporation	First Name	Last Name	Date
--	------------	-----------	------

* See the form instructions for additional information about certification requirements.

Emily Fire Relief Association
2023 Financial and Investment Reporting Entry (Form FIRE-23)
Relief Association and Municipal Certification

We have obtained a copy of the Fire-23 Form with unique code 2f97d7e0-834b-4b7b-9c68-5b06b1e8ca1f displayed in the lower left corner of each page, which served as the Emily Fire Relief Association's detailed financial statement.

We certify that, to the best of our knowledge and belief, the information presented in this detailed financial statement is true and accurate and that, as required by Minn. Stat. § 424A.014, subd. 2(a), the detailed financial statement shows:

- (1) the sources and amounts of all money received;
- (2) all disbursements, accounts payable and accounts receivable;
- (3) the amount of money remaining in the treasury;
- (4) total assets, including a listing of all investments;
- (5) the accrued liabilities; and
- (6) all other items necessary to show accurately the revenues and expenditures and financial position of the relief association.

Signature: Municipal Clerk

DATE

First Name

Last Name

In addition to the above, I certify that the board of trustees has reviewed the "Investment Report Card" provided by the Office of the State Auditor to the Emily Fire Relief Association for the 2022 calendar year.

Signature: Officer

DATE

First Name

Last Name

Title



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Blair Mileski			Room: 237	
			Room Type: QNQN	
Emily MN 56411			Number of Guests: 1	
Mn Fire Dept			Rate: \$189.00	Clerk: ABC
Arrive: 19Sep24	Time: 08:11PM	Depart: 21Sep24	Time: 07:08AM	Folio Number: 86174

DATE	DESCRIPTION	CHARGES	CREDITS
19Sep24	Room Charge	189.00	
19Sep24	State Occupancy Tax	12.99	
19Sep24	Convention and Tourism Tax	5.67	
19Sep24	City Tax	0.95	
19Sep24	County Tax	0.95	
20Sep24	Room Charge	189.00	
20Sep24	State Occupancy Tax	12.99	
20Sep24	Convention and Tourism Tax	5.67	
20Sep24	City Tax	0.95	
20Sep24	County Tax	0.95	
21Sep24	Visa		419.12

Card Type: VISA Card Entry: MANUAL Approval Code: 029111

BALANCE: 0.00

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Date: September 10, 2024

To: City of Emily

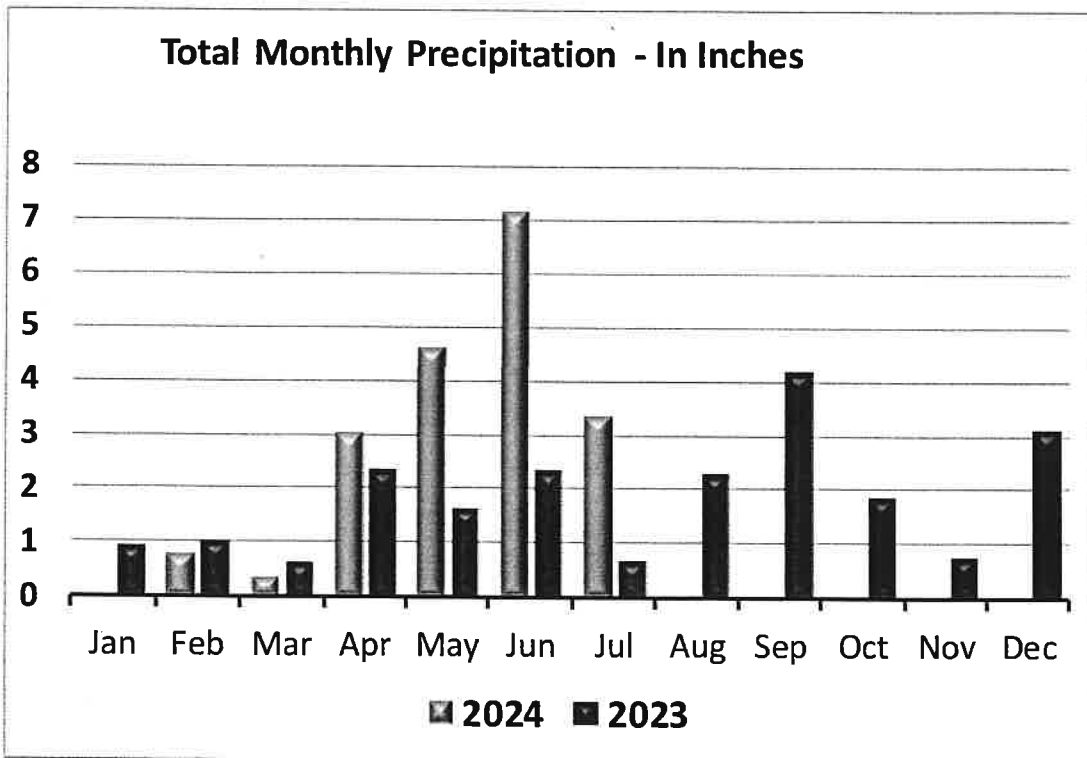
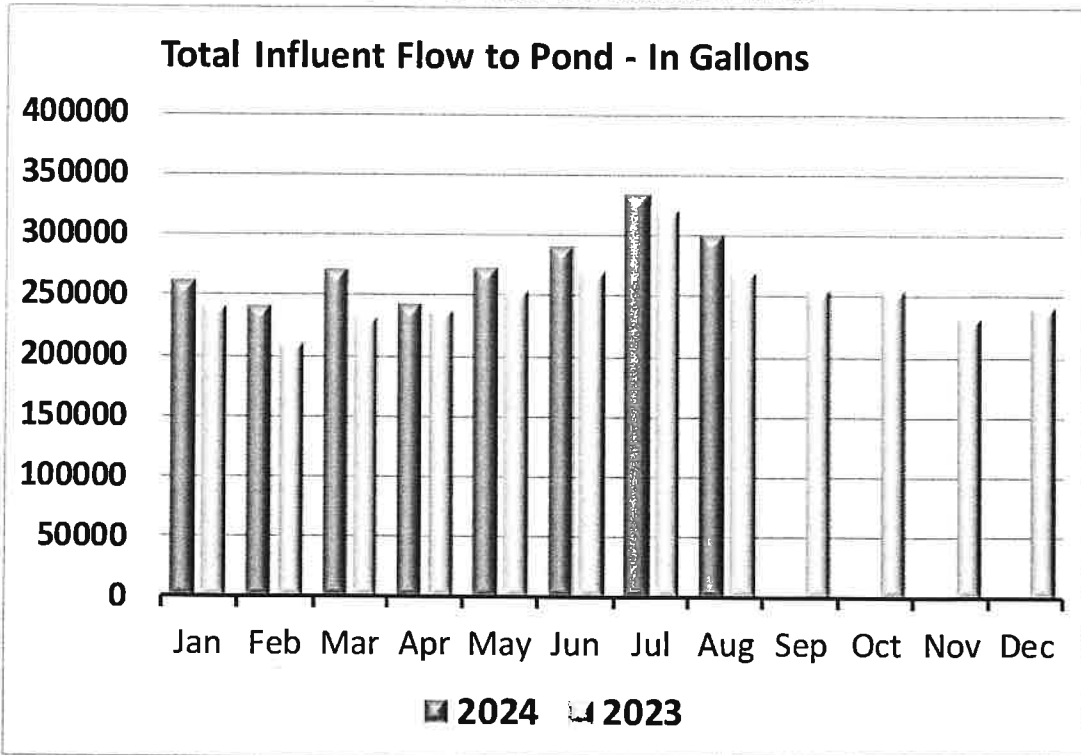
From: Leland Bundy, Operator

O & M Report: August 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 ETMs are recorded on-site weekly to verify pump efficiency.
- Pond discharge of 1,272,200 gallons this month. We have completed pond discharges and transfers this month. We have made room for the daily flow until next spring, and room for rain and snow events.
- All monthly reports to the MPCA have been completed and submitted on time. This facility is operating better than designed.
- All the repair parts have been delivered to the pond site and we are planning to install them in the last half of September.
- We had a teams' phone call with SEH, we decided to have Maria McCarty meet with PeopleService operator on the 20th at the ponds to look over the Influent control structure. A report will be forth coming from SEH.
- Replaced a failed E-One grinder station at 21319 Co. Rd 1. (Tom Henderson).
- Replaced Electronic Time Meter (ETM) on pump #2 lift station #2.
- Collected pond effluent sample and delivered to lab, as required to finish discharging.
- Replaced pump #1 lift station #1 as planned with the 20-year capital improvement plan.

		August-24	July-24	August-23
Wastewater				
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	11	0	0
pH				
pH Influent Maximum	SU	0	0	0
pH Effluent Maximum	SU	7	0	0
pH Effluent Minimum	SU	0	0	0
Nitrogen Ammonia				
Nitrite Plus Nitrate, Total Effluent	mg/L	<0.200	1.00	0.00
Nitrogen, Ammonia, Total Effluent	mg/L	1	0	0
Nitrogen, Kjeldahl, Total Effluent	mg/L	3.49	2.33	0.00
Chloride				
Chloride, Total Effluent	mg/L	183	0	0
Influent Flow				
Influent Flow Monthly Average	gallons	9,692	10,778	8,732
Influent Flow Monthly Maximum	gallons	13,199	17,239	10,777
Influent Flow Monthly Total	gallons	300,477	334,146	270,700
Precipitation Monthly Total	invches	0	3	2
Effluent Flow				
Effluent Flow Average Total	gallons	90,878	90,825	0
Effluent Flow Monthly Total	gallons	1,272,201	726,980	0
Effluent Flow Year to Date Total	gallons	1,999,180	726,980	0



SERVICE INFORMATION

Service ID: 463525
Service Type: Submit DMR
Created On: 09/07/2024

Summary

Minnesota Pollution Control Agency

Discharge Monitoring Report Form

Agency Interest
83904 - Emily WWTP

Permit Number
MN0067628

Monitoring Period
08/01/2024 - 08/31/2024

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			
Flow	Result *****	299	Mgal	.01	.013		once per day	Measurement, Continuous	
50050 Modification # 0	Limit *****	REPORT calendar month total	Mgal	REPORT calendar month average	REPORT calendar month maximum		once per day	Measurement, Continuous	
Precipitation	Result *****	3.16	in	*****	*****		once per day	Measurement	
00193 Modification # 0	Limit *****	REPORT calendar month total	in	*****	*****		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	Result *****	*****	*****	183	REPORT calendar month average	*****	once per month	4-Hour Flow Composite	
00940 Modification # 0	Limit *****	*****	*****	*****	*****	*****	once per month	4-Hour Flow Composite	
Flow	Result *****	1.4	Mgal	*****	*****		once per month	Calculation	
50050 Modification # 0	Limit *****	<=15,184 calendar year to date total	Mgal	*****	*****		once per month	Calculation	
Flow	Result *****	1.2621	Mgal	.0902	REPORT calendar month average	.091	once per day	Measurement, Continuous	
50050 Modification # 0	Limit *****	REPORT calendar month total	Mgal	REPORT calendar month minimum	REPORT calendar month maximum		once per day	Measurement, Continuous	
Nitrite Plus Nitrate, Total (as N)	Result *****	*****	*****	<2	REPORT calendar month average	*****	once per month	4-Hour Flow Composite	
00630 Modification # 0	Limit *****	*****	*****	REPORT calendar month average	*****	*****	once per month	4-Hour Flow Composite	
Nitrogen, Ammonia, Total (as N)	Result *****	*****	*****	.541	REPORT calendar month average	*****	once per month	4-Hour Flow Composite	
00610 Modification # 0	Limit *****	*****	*****	REPORT calendar month average	*****	*****	once per month	4-Hour Flow Composite	
Nitrogen, Kjeldahl, Total	Result *****	*****	*****	3.49	REPORT calendar month average	*****	once per month	4-Hour Flow Composite	
00625 Modification # 0	Limit *****	*****	*****	REPORT calendar month average	*****	*****	once per month	4-Hour Flow Composite	
pH	Result *****	*****	*****	7.4	REPORT calendar month average	7.4	once per month	Grab	
00400 Modification # 0	Limit *****	*****	*****	REPORT calendar month minimum	*****	REPORT calendar month maximum	once per month	Grab	
Solids, Total Suspended (TSS)	Result *****	*****	*****	11	REPORT calendar month average	*****	once per month	4-Hour Flow Composite	
00530 Modification # 0	Limit *****	*****	*****	REPORT calendar month average	*****	*****	once per month	4-Hour Flow Composite	

Comment:

Attachment Upload

Attachment Type	Uploaded Filename
Pond Observations	Pond Observations 8-24.xls

Electronic Signature

Signator: Leland Bundy
Signator ID: LBOPERATIONSPECIA_TIES2
Challenge/Response Question: What is your father's middle name?
Challenge/Response Answer: *****
eSignature PIN: *****
Date/Time of eSignature: 09/07/2024 09:33

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: 09/07/2024

Submission

Date/Time of Submission: 09-07-2024 09:33:47 AM

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

WASTEWATER TREATMENT
 DISCHARGE MONITORING REPORT

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

PERMIT #	LIMIT STATUS	FORMER #
MND067628		

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2024-08-01	2024-08-31

FROM:

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

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

PARAMETER	QUANTITY		CONCENTRATION		UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE PERMIT REQ	REPORT	REPORT	REPORT				
Flow 50050	*****	.299	*****	.01	Mgal	once per day	Measurement, Continuous	
	*****	calendar month total	*****	calendar month average		once per day		Measurement, Continuous
	*****	3.16	*****	*****	in	once per day	Measurement	
Precipitation 00199	*****	REPORT	*****	*****		once per day	Measurement	
	*****	calendar month total	*****	*****		once per day	Measurement	

COMMENTS:

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

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

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

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

PERMIT #	LIMIT STATUS	FORMER #
MN006162B		

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2024-08-01	2024-08-31

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
	VALUE	PERMIT		REPORT	calendar month average				
Chloride, Total 00540	SAMPLE VALUE	*****		*****	183		once per month	4-Hour Flow Composite	
	PERMIT	*****		*****	REPORT				
	REQ			*****	calendar month average		once per month	4-Hour Flow Composite	
	SAMPLE VALUE	*****	1.4	*****	*****		once per month	Calculation	
Flow 50050	PERMIT	*****		*****	*****		once per month	Calculation	
	REQ			*****	*****		once per month	Calculation	
	SAMPLE VALUE	*****	15.184		*****		once per month	Calculation	
	PERMIT	*****	calendar year to date total		*****		once per month	Calculation	
Flow 50050	SAMPLE VALUE	*****		*****	.0902		once per day	Measurement, Continuous	
	PERMIT	*****		*****	REPORT		once per day	Measurement, Continuous	
	REQ			*****	calendar month average		once per day	Measurement, Continuous	
	SAMPLE VALUE	*****	1.2621		*****	.091	once per day	Measurement, Continuous	
Nitrite Plus Nitrate, Total (as N) 00630	PERMIT	*****		*****	*****		once per month	4-Hour Flow Composite	
	REQ			*****	*****		once per month	4-Hour Flow Composite	
	SAMPLE VALUE	*****	*****		*****		once per month	4-Hour Flow Composite	
	PERMIT	*****	calendar month total		*****	REPORT	once per month	4-Hour Flow Composite	
Nitrogen, Ammonia, Total (as N) 00610	PERMIT	*****		*****	<2		once per month	4-Hour Flow Composite	
	REQ			*****	*****		once per month	4-Hour Flow Composite	
	SAMPLE VALUE	*****	*****		*****		once per month	4-Hour Flow Composite	
	PERMIT	*****	calendar month total		*****	REPORT	once per month	4-Hour Flow Composite	
Nitrogen, Kjeldahl, Total 00625	PERMIT	*****		*****	541		once per month	4-Hour Flow Composite	
	REQ			*****	*****		once per month	4-Hour Flow Composite	
	SAMPLE VALUE	*****	*****		*****		once per month	4-Hour Flow Composite	
	PERMIT	*****	calendar month total		*****	REPORT	once per month	4-Hour Flow Composite	
pH 00400	PERMIT	*****		*****	3.49		once per month	4-Hour Flow Composite	
	REQ			*****	*****		once per month	4-Hour Flow Composite	
	SAMPLE VALUE	*****	*****		*****		once per month	4-Hour Flow Composite	
	PERMIT	*****	calendar month total		*****	REPORT	once per month	4-Hour Flow Composite	
Solids, Total Suspended (TSS) 00530	PERMIT	*****		*****	7.4		once per month	Grab	
	REQ			*****	*****		once per month	Grab	
	SAMPLE VALUE	*****	*****		*****		once per month	4-Hour Flow Composite	
	PERMIT	*****	calendar month total		*****	REPORT	once per month	4-Hour Flow Composite	

COMMENTS:

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

Permit number: MN0067628

Facility name: Emily Wastewater treatment Facility
 Month: August 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):	8/5/2024	8/13/2024	8/20/2024	8/27/2024	8/27/2024	8/5/2024	8/13/2024	8/20/2024	8/27/2024	8/27/2024	8/5/2024	8/13/2024	8/20/2024	8/27/2024	8/27/2024
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):	10%	10%	10%	40	90%	90%	90%	90	90	90%	90%	90%	90%	25	
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):	36	41	39	36	35	41	39	36	36	49	51	49	30	40	
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):															

Comments:

Discharged 21" to both sets of RIBS, refilled pond 3 to 40" All ponds set for winter.
 80,581 galfinch x 21" = 1,272,201 gallons / 7 days = 181,743 per day / 60,581 / inch = 3" per day.
 Space needed in pond 1 & 2 = 2,500,000 for 245 days at Average of 10,000 gallons per day. Space available in pond 1 & 2 = 4,361,832.

Agreement for Professional Services

This Agreement is effective as of October 1, 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**

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: 11 Civic Center Plaza, Suite 200, Mankato, Minnesota 56001
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 preparing plans and specifications, as well as bidding, for the replacement of the influent structure at the wastewater stabilization pond:

Tasks

Task 1.0 - Preliminary Design

- Conduct an initial site visit with two of SEH staff. Includes expenses for the trip.
- Kickoff meeting between SEH and Client. Kickoff meeting to be held remotely.
- Review record drawings and geological reports.
- Establish design requirements, develop conceptual site plan.
- Prepare preliminary layout drawings and Engineer's Opinion of Probably Cost.
- Review preliminary design drawings and the Engineer's Opinion of Probable Cost with the Client's staff through electronic meetings.

Task 2.0 - Final Design

- Prepare final plans and specifications for bidding purposes.
- Review final design drawings and the Engineer's Opinion of Probable Cost with the Client's staff through remove meeting.

Task 3.0 - Bidding

- Prepare the advertisement for bids.
- Respond to bidders' requests for information.
- Issue addenda as needed.
- Prepare and attend a prebid meeting. One SEH member to attend in person and one attending remotely. Includes expense for the trip.
- Attend the virtual Bid Opening.
- Review and tabulate bids.
- Prepare an award recommendation.

Additional Services

- Perform an on-site hazardous materials inspection if required or if there is a suspicion of hazardous materials. Hazardous materials abatement will also be considered additional services.

Assumptions

- The scope covers the project's design and bidding stages but excludes construction administration engineering or construction inspection.
- Any changes from the record drawings have been minor and do not impact the design or function of the structure.
- The design improvements include the demolition, procurement, and installation of the influent splitter box. The existing box has 3 chambers. Influent chamber divide flow to two smaller chambers. Isolation to each chamber is achieved by two slide gates. Further isolation between the two smaller chambers is achieved by three plug valves.
- The primary reason for replacement is due to the corrosion by hydrogen sulfide gas.
- The design is based on existing permit limits without expanding flow or loads.
- Modification of the facility's NPDES discharge permit is not part of the scope.
- Design is to be made from the geotechnical report from 2005 Wastewater Facility Project. Thus additional geotechnical exploration is not included in this scope.
- Existing site conditions and demolition sheets to be created from the 2005 Wastewater Facility Project pdf. Site surveys or structure scanning are not included in this scope.
- Rates will need renegotiation for work that extends past July 1st, 2025.
- The preparation of the Engineer's Opinion of Costs is based on general experience, results from similar projects, and input from suppliers and contractors. The Engineer's Opinion of Costs are not to be construed as "bids" to perform the work or guaranteed prices. They can be relied on as an opinion only and may be used to assist in determining funding needs. Actual bids received for any work associated with the recommendations of this amendment may be significantly higher or lower depending on market conditions, contractor availability and project timing.

Client Responsibilities

- Provide all relevant studies, reports, plans, maps, plats, surveys, easements, CAD files, parcel ownerships, utility location information, or other data aiding site condition understanding.
- Attend and provide feedback at kick-off, Preliminary Design, and Final Design meetings.
- Bear the costs of any required material testing.
- Grant access and make necessary provisions for the Consultant to perform work.
- Give due consideration to sketches, estimates, drawings, specifications, proposals, and other documents, and inform the Consultant of decisions timely to avoid delays.
- Offer fiscal, legal, accounting, and insurance counseling services as required.
- Advertise the project for bidding and cover associated fees.
- Present the Award recommendation to the Council.

Schedule:

Task 1 – Completed within 3 months of contract initiation.

Task 2 – Completed within 6 months of contract initiation.

Task 3 – We understand the project will be bid when the City has sufficient funds to complete the work. This may be a year or so before it can be completed.

Payment:

The lump sum fee is \$59,300 including expenses and equipment.

Level of Effort by task as follows. Total not to exceed the lump sum fee presented herein.

Task 1 - \$18,800

Task 2 - \$35,300

Task 3 - \$5,200

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: _____
Title: _____

By: _____
Full Name: _____
Title: _____

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



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

October 2, 2024

Mayor and City Council
City of Emily

RE: City of Emily Planning and Zoning Report October 2024

Mayor and City Council:

Summer was busy, and it continued into Fall, but it is slowing down. The good news is that none of the permits I reviewed, needed (what I would consider) extraordinary work on the part of the staff or Planning Commission. Even though activity was high, and we fielded a number of questions apart from the actual permits, none of the activity required Conditional Use Permits or Variances.

You will see on this month's City Council agenda a recommendation from the Planning Commission to move forward with a Cannabis Ordinance 154-Cannabis Businesses. This is the culmination of over three months of work by the Planning Commission and Land Use Ordinance Subcommittee. It is not a perfect ordinance and Cannabis Businesses are new to the State, but it's a good start to the process because an Ordinance needs to be ideally in place by January 1st, 2025 to meet what could be applications from the State.

With winter approaching, the need for Zoning Administrative services may be limited to help reduce costs to the city. The Land Use Ordinance Subcommittee will still continue to meet and look at possible changes to keep the Zoning Ordinance up to date and more in line with current zoning practices. I will continue to do site visits, as needed and also would like work on a plan to monitor issued Conditional Use Permits for compliance.

I do not plan to attend the October 2024 City Council Meeting. If you have any questions or concerns, please feel free to contact me at 320-841-1793 or by email at steve.jones@sourcewell-mn.gov. This is a great community in which to work, the staff is top notch, the Planning Commission is engaged and knowledgeable.

Again, thank you for letting me be part of a great community.

Sincerely,
Steve Jones
Senior Community Development Administrator, Sourcewell

PC Land Use Subcommittee: Sept. 3, 2024 (4:00 PM) Review Draft Ordinance
(Completed)

Planning Commission: Sept. 3, 2024 (6:00 PM) Review Ordinance/ Call for Public Hearing
(Completed)

Planning Commission: Oct 1, 2024 (6:00 PM) Hold Public Hearing and Consider
Recommendation of Ordinance to the City Council (Completed)

City Council Date: Oct. 8, 2024 (6:00 PM) Consideration of Ordinance

Agenda Item _____

Topic: Consideration of Ordinance Regulating Cannabis Businesses

Proposed By: Planning Commission Land Use Subcommittee and Planning Commission

(The Planning Commission is recommending moving forward with this Ordinance.)

Description: The State of Minnesota now allows certain kinds of Cannabis related businesses. All require a permit from the State. The State is allowing cities to regulate where within the city they can go, and they are also allowing some “limited” regulations dealing with distances from certain other uses and some limited local fees.

Recommendation by Staff: It seems to be in the best interest of the city to regulate locations of these businesses when licensed by the State. It is our expectation that the rules will change over the next few years, so we suggest a “Stand Alone” ordinance that will be easier to change and understand. If approved, the City Council will also need to establish fees and charges associated with the ordinance. This can be completed separately at another meeting by the City Council.

Other Options: Take no action, table action, change proposed ordinance.

Legal Issues: If the city does not take action on an ordinance by January 1, 2025, the city will have no control over where State licensed businesses can go in the City of Emily.

Financial Impact: Minimal, if the city has a retail establishment it will have to be inspected once per year. It is questionable if the State will license a retail facility in Emily, because the total number allowed in the County is limited, and they are more likely to be licensed in larger communities. The ordinance does allow for a fee to be charged for our services. The State has not yet issued guidelines for the required inspections. Those are expected later in 2025. If inspections are required because of licensing of a retail establishment, staff is assuming the City will have options (consultants, Law Enforcement, etc.) to complete.

Attachments: Draft of Proposed Ordinance

**ORDINANCE NO 2024-06
CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

AN ORDINANCE ADDING SECTION 154: CANNABIS BUSINESSES

The City Council of the City of Emily, Crow Wing County, State of Minnesota does hereby ordain:

Section 1. Administration

1.1 Findings and Purpose

The City Council for the City of Emily makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City of Emily to protect the public health, safety, welfare of the City of Emily residents by regulating cannabis businesses within the legal boundaries of City of Emily.

The City Council for the City of Emily finds and concludes that the proposed provisions are appropriate and lawful land use regulations for City of Emily, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

The City Council for the City of Emily has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance shall be applicable to the legal boundaries of City of Emily, Minnesota.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The Zoning Administrator is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers.
4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the City of Emily to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within the City of Emily without first registering with the Zoning Clerk.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of \$500 for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, the Zoning Administrator shall conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of Emily shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure

2.3.1 Fees.

A registration fee, as established in the City of Emily 's Fee Schedule Ordinance, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by City of Emily shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The City of Emily shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the City of Emily. Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. The address and parcel ID for the property which the retail registration is sought;
 - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
 - v. Verification of land use compliance by the Zoning Administrator.
- (B) The applicant shall include with the form:
 - i. the application fee as required in [Section 2.3.1];
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
- (C) Once an application is considered complete, the Zoning Administrator shall inform the applicant as such. If denied, the applicant may appeal to the Board of Zoning Adjustment (BZA) of the City of Emily for review of the Zoning Administrators decision.
- (D) The fee shall be non-refundable once processed.

2.3.3 Application Approval

(A) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

(B) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The City of Emily shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets and follows the requirements required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24

The City of Emily shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of City of Emily.

2.4 Renewal of Registration

The City of Emily shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by City of Emily.

A cannabis retail registration issued under this ordinance shall not be transferred.

2.4.1 Renewal Fees.

The City of Emily may charge a renewal fee for the registration starting at the second renewal, as established in City of Emily's fee schedule.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.
- Other items required by the Zoning Clerk and Zoning Administrator to ascertain the registration is in compliance with the City Code.

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The City of Emily may suspend a cannabis retail business's registration if it violates the ordinance of City of Emily or poses an immediate threat to the health or safety of the public. The City of Emily shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The City of Emily shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide City of Emily and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales during this period to customers if their registration is suspended.

The City of Emily shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the City of Emily may impose a civil penalty, as specified in the City of Emily's Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

The City of Emily shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within city limits of the City of Emily, first come/first served.

Section 3. Requirements for Cannabis Businesses

3.1 Minimum Buffer Requirements: All uses are by Conditional Use Permit, not to exceed State maximum standards for setbacks to schools, day cares, residential treatment facilities, public parks including playgrounds and athletic fields and other Cannabis Businesses.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.2 Zoning and Land Use

3.2.1. *Cultivation.*

Cannabis businesses licensed or endorsed for cultivation are by a Conditional Use in the following zoning districts:

- Commercial Transition Zone (Outdoor and Indoor)
- Highway Mixed Use (Indoor and Outdoor)

3.2.2. *Cannabis Manufacturer.*

Cannabis businesses licensed or endorsed for cannabis manufacturer are by a Conditional Use in the following zoning districts:

- Commercial Transition Zone
- Highway Mixed Use

3.2.3. *Hemp Manufacturer.*

Businesses licensed or endorsed for low-potency hemp edible manufacturers are by a Conditional Use in the following zoning districts:

- Commercial Transition Zone
- Highway Mixed Use

3.2.4. *Wholesale.*

Cannabis businesses licensed or endorsed for wholesale are by a Conditional Use in the following zoning districts:

- Commercial Transition Zone
- Highway Mixed Use

3.2.5. *Cannabis Retail.*

Cannabis businesses licensed or endorsed for cannabis retail are by a Conditional Use in the following zoning districts:

- Commercial Transition
- Downtown Mixed Use

3.2.6. *Cannabis Transportation.*

Cannabis businesses licensed or endorsed for transportation are by a Conditional Use as in the following zoning districts:

- Commercial Transition Zone
- Highway Mixed Use

3.2.7. *Cannabis Delivery.*

Cannabis businesses licensed or endorsed for delivery are by a Conditional Use in the following zoning districts:

- Commercial Transition Zone
- Highway Mixed Use

3.2.8. *All Other Cannabis Businesses Licensed by the State Not Listed Above:.*

All other Cannabis businesses licensed by the state are by a Conditional Use in the following Zoning Districts:

- Commercial Transition Zone
- Highway Mixed Use
- Downtown Mixed Use

3.3 Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 8:00 AM and 10:00 PM, Monday through Saturday and 11:00 AM until 6:00 PM on Sundays.

3.4 Advertising

As allowed under city code 152.070 for the underlying zoning district. Sign permits are required for all signs erected.

Section 4. Temporary Cannabis Events

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A license or permit is required to be issued and approved by City of Emily prior to holding a Temporary Cannabis Event.

4.1.2 Registration & Application Procedure

A registration fee, as established in City of Emily's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

4.1.3 Application Submittal & Review.

The City of Emily shall require an application for Temporary Cannabis Events.

- (A) An applicant shall fill out an application form, as provided by the City of Emily. Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. Full site plan
 - iv. Times of operation.
 - v. Proof of Insurance at least equal to City of Emily tort liability limits and naming the City as additional insured.
 - vi. Security plan approved by the County Sheriffs Department.

- (B) The applicant shall include with the form:
 - i. the fee as required in City Fee Schedule.
 - ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the City Clerk, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

- (C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the Emily City Council that will approve or deny the request for approval or denial.

- (D) The fee shall be non-refundable once processed.

- (E) A request for a Temporary Cannabis Event that meets the requirements of this Section may be approved if the City Council makes the finding that the event is in the best interest of the citizens of the city, will not create undue hardships, stress infrastructure, safety, security, environment or convenience of the citizens.

(F) A request for a Temporary Cannabis Event that does not meet the requirements of this sections shall be denied. The City of Emily will notify the applicant of the standards not met and the basis for denial.

(G) All events must meet all other applicable city codes for events and event approvals.

(H) All uses of City property must be reviewed and approved by the City Council, the City Council reserves the right to reject any application if the City Council makes the finding that the request is not in the best interest of the city, it's citizens, creates a hardship, stresses infrastructure, safety, security, the environment or the convenience of the citizens, and reserves the right to set a fee for the use of city property commensurate with the costs to the city of an individual application (case by case).

Section 5. Use in Public Places

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

Effective Date.

This Interim Ordinance shall take effect upon adoption and publication as required by State law.

Passed this ____ day of _____, 2024 by a ____ ths vote.

Tracy Jones, Mayor

Attest:

Cari Johnson, City Clerk/Treasurer

2024 Permits--Emily Planning and Zoning

<u>NUMBER</u>	<u>Recd</u>	<u>Appvrd</u>	<u>RE CODE</u>	<u>LAST</u>	<u>FIRST</u>	<u>ADDRESS</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>DISTRICT</u>	<u>Project Completed Y/N</u>
24-01	1/3/2024	2/13/2023	21090613	Red's Storage LLC		42823 State HWY 6	CUP	Six Total Storage Buildings	\$500.00	HMU	CUP Completed
24-02	1/10/2024	3/6/2024	21270656	Emily Wesleyan Chruh	Jason Gressman	40141 State HWY 6	Outdoor Market	Outdoor Market May-September 2024; Saturdays only- Various dates	\$75.00	DMU	NA/Outdoor Market
24-03	1/22/2024	1/23/2024	21030519	Proctor	Todd	21438 Evening Star Lane	Camper Permit	Annual Camper Permit	\$25.00	RP	
24-04	2/5/2024	2/6/2024	21270771	Kellogg	James	21498 Ruth Lake Drive	Land Use Permit	Construct a 16'X25' (400 SqFt) addition to dwelling	\$150.00	SR	
24-05	2/12/2024	2/12/2024	21170564	Kloss Homes	James Field	19478 Blue Ln E	Land Use Permit	Construct a 40'X30' (1,200 SqFt) New Dwelling	\$450.00	SR	
24-06	2/12/2024	3/6/2024	21150522	Bute	Jeffrey	42144 State HWY 6	Land Use Permit	Construct a 52'X62' (3,224 SqFt) New Dwelling with 60'X60' (3,600 SqFt) Attached garage	\$550.00	HMU	
24-07	2/20/2024	2/20/2024	21170564	Kloss Homes	James Field	19478 Blue Ln E	SSTS	Install a Pressure Bed/Trench Septic System; Type 1, 600 GPD, 2250 Gallon Tank	\$260.00	SR	
24-08	2/20/2024	2/20/2024	21250500	Swinehart	Michael	23372 North Shore Drive	Land Use Permit	Construct a 30'X60' (1,800 SqFt) Addition to existing accessory structure	\$400.00	NR	
24-09	2/20/2024	2/20/2024	21090613	Red's Storage LLC		43823 State Hwy 6	Land Use Permit	Construct a 48'X150' 7,200 SqFt Commercial Storage Building	\$600.00	HMU	Project Completed Y/N

24-10	3/4/2024	3/6/2024	21090551	St. Martin	Mike & Amy	20152 Clearwater Dr.	Land Use Permit	Construct a 36'X36' (1,296 SqFt) Dwelling with 36'X36'(1,296 SqFt)attached garage.	\$550.00	SR	
24-11	3/12/2024	3/19/2024	21340895	Bemis	Richard	39892 Lake St	Land Use Permit	Paver Patio with Firepit 452 SqFt	\$150.00	SR	
24-12	3/13/2024	3/19/2024	21170537	Rief	Mike & Bridget	19289 Blue Lane E	Land Use Permit	Construct a 40'X60' (2,400 SqFt) Accessory Structure	\$400.00	NR	
24-13	3/13/2024	3/19/2024	21170585	Siye	Brad & Sharon	42887 Blue Lane W	Land Use Permit	Construct a 60'X104' (6,240 SqFt) Accessory Structure	\$400.00	NR	
24-14	3/18/2024	3/19/2024	21250526	Adamsheck	Jeff	23252 South Shore Drive	Land Use Permit	Construct a 14'X24' (336 SqFt) Patio	\$150.00	SR	
24-15	3/15/2024	3/19/2024	21150522	Bute	Jeffrey	42144 State HWY 6	SSTS Permit	Install a Pressure Bed/Trench Septic System; Type 1, 600 GPD, 1500 Gallon Tank	\$260.00	HMU	Denied over the 50' limit.
24-16	4/4/2024	4/9/2024	21080563	Rief	Mike	19632 Blue Lake Road	Land Use Permit	Ice Ridge Repair	\$60.00	SR	
							TYPE	DESCRIPTION	FEE	DISTRICT	Project Completed Y/N
24-18	04/08/24	4/9/2024	21260526	DiGiovanni	Nathan	40340 E Emily Dr.	Land Use Permit	(288 SqFt) deck attached to existing home	\$150.00	NR	
24-19	4/9/2024	4/9/2024	21270692	Barrett	Dan	20962 County Rd 1	Land Use Permit	Install a wooden privacy fence	\$60.00	DMU	
24-20	4/9/2024	4/9/2024	21280505	Roden	Pam	40025 Evergreen Dr.	Land Use Permit	Construct a 10'X12' (120 SqFt) Accessory Structure	\$75.00	NR	Yes 7/30/2024
24-21	4/11/2024	4/15/2024	21250531	ABRA Landscaping Corey Ledin	Carlson, Peter & Patricia	23122 S Shore Drive	Land Use Permit	Patio 12'X45' & Retaining Wall repair	\$60.00	SR	
24-22	4/11/2024	4/12/2024	21080567	Patnode	Loren	19590 Blue Lake Rd	Land Use Permit	Ice Ridge Repair	\$60.00	SR	
24-23	4/22/2024	4/22/2024	21260571	Ronayne	Brian	40107 E Emily Dr	Camper Land Use Permit	Annual Camper Permit	\$25.00	SR	NA
24-24	4/29/2024	4/30/2024	21340894	Anderson	Mike & Robyn	39870 Lake St	Land Use Permit	Installing stairs to the lake	\$60.00	SR	
24-25	5/6/2024	5/14/2024	21220538	Carlton Construction	Brosch Family Cabin	41987 Birchwood Dr	Land Use Permit	Construct a 30'X30' (900 SqFt) Accessory Structure	\$250.00	SR	

24-26	5/6/2024	5/14/2024	21250524	Porter	Robert & Dionne	23280 S Shore Dr	Land Use Permit	Remove existing boardwalk and replace with a new 5X85 boardwalk	\$60.00	SR	
24-27	5/8/2024	5/9/2024	21030564	Lerach	Steve	21527 S Smokey Hollow Rd	SSTS Permit	Install a Type I Pressure Bed/Trench Pump Design : 300 GPD, 1,500 Tank System	\$260.00	SR	YES-6/3/2024 Greg Kossan
24-28	5/6/2024	5/7/2024	21260585	Fahrendorff	Mark & Sue	40449 E Emily Dr	Land Use Permit	Construct a 9'X13' (117 SqFt) addition to existing deck.	\$75.00	SR	YES-8/1/2024
24-29	5/16/2024	5/22/2024	21030530	Christian	Eric	44764 Twilight Ct, Outing, MN 56662	Land Use Permit	Construct a 30'X48' (1,440 SqFt) accessory structure	\$400.00	RP	
NUMBER	Recd	Appvrd	RE CODE	LAST	FIRST	ADDRESS	TYPE	DESCRIPTION	FEE	DISTRICT	Project Completed Y/N
24-30	5/20/2024	5/22/2024	21080566	Diana D. Thomas Trust	Mary T. Hanson	19604 Blue Lake Rd	Land Use Permit	Ice Ridge Repair	\$60.00	SR	
24-31	5/21/2024	5/22/2024	21170518	Krumwiede	Kevin & Valetta	42865 Minnie Lake Dr	Land Use Permit	Construct 3 decks- Covered Deck 8'X26' (208 SqFt); Entry Deck 8'X8' (64 SqFt); Patio Deck 10'X12' (120 SqFt)	\$150.00	NR	
24-32	5/23/2024	5/28/2024	21190537	Shermock	Arno	41153 Woodpecker Point Rd	Land Use Permit	Construct a 50'X40' (2,000 SqFt) Accessory Structure	\$400.00	SR	
24-33	5/29/2024	6/4/2024	21190521	Barto	Derek and Sarah	41299 Woodpecker Point Rd	Land Use Permit	Construct a 32'X32' (1,024 SqFt) and 48'X30' (1,440 SqFt) Accessory Structures	\$400.00	SR	
24-34	5/30/2024	6/4/2024	21030519	Excelsior Homes West, LLC	Todd Proctor	21438 Evening Star Lane	Land Use Permit	Construct a New Dwelling 27.66'X60' (1,660 SqFt)	\$450.00	RP	
24-35	5/31/2024	6/4/2024	21220560	Backyard Reflections	Michael Smithson	21930 County Rd 1	Land Use Permit	Grade & Fill- Extend Rip Rap 16'	\$100.00	SR	
24-36	6/4/2024	6/25/2024	21090536	Mattsen	Paul	20038 Blue Lake Rd	Land Use Permit	Ice Ridge Repair	\$60.00	SR	
24-37	6/4/2024	7/16/2024	21260603	Little Pine Construction	Penny Allen	22760 South Shore Dr	Land Use Permit	Construct a 25'X10' (250 SqFt) 3 season porch	\$150.00	SR	
24-38	6/4/2024	6/18/2024	21260571	Ronayne	Brian	40107 E Emily Dr	Land Use Permit	Construct a 8'X8' (64 SqFt) Accessory Structure	\$75.00	SR	

24-39	6/17/2024	6/8/2024	21260521	Nelson	Devin	22357 S Shore Dr	Land Use Permit	Construct a 8'X14' (112 SqFt) Accessory Structure	\$75.00	NR	
24-40	6/18/2024	6/25/2024	21260550	Frodesen	Linda	21843 Whitetail Dr	SSTS	Install a Type I Trench/Pressure Bed Design system, 375 GPD, 1,500 Gallon Tank with 2 compartments	\$260.00	NR	
24-41	6/18/2024	6/18/2024	21330618	Hagemann	Mark	20203 County Rd 1	SSTS	Install a Type I Trench/Pressure Bed Design system, 450 GPD, 1,500 Gallon Tank with 2 compartments	\$260.00	RP	YES 7-22-2024 GK
24-42	6/21/2024	6/24/2024	21260548	Billmeyer	Brian	21549 Cty Rd 1	Camper Permit	Annual Camper Permit	\$25.00	NR	
24-43	6/24/2024	6/25/2024	21170588	Kovalik	David & Patricia	42779 Blue Lane West	Land Use Permit	Construct a 30'X40' (1,200 SqFt) Accessory Structure	\$400.00	NR	
24-44	6/24/2024	6/25/2024	2170687	Emily Wesleyan Chruch	Bruce Hite	40141 State Hwy 6	Land Use Permit	Construct a 15'X28' (420 SqFt) Accessory Structure	\$150.00	HMU	
24-45	6/24/2024	6/25/2024	21190516	Becklund	Thomas & JoAnn	17786 Emerald Lane	Land Use Permit	Construct a 748 SqFt Deck. Tear down existing deck and replace	\$250.00	SR	
24-46	6/25/2024	6/25/2024	21170577	Beaman	James	42922 Blue Lane W	Land Use Permit	Construct a 28' X 42' (1,163 SqFt) Attached garage	\$250.00	SR	
24-47	6/25/2024	6/27/2024	21270575	Barkman	Martha	40489 Pinewood Drive	SSTS Permit	Install a Type I Trench Pressure Bed System, 450 GPD, 1,500 Gallons 2 compartment tank	\$260.00	SR	YES-7/11/2024 Greg Kossan
24-48	7/11/2024	7/9/2024	21330566	LPS Construction	Tawnya Bonsante	20566 Dahler Ave	Land Use Permit	Construct a new dwelling 36'X28' (1,088 SqFt) with 24'X26' (624 SqFt) attached garage	\$450.00	SR	

24-49	7/2/2024	7/3/2024	21250567	Haarman	Janet	23671 N Shore Dr	SSTS Permit	Install a Type I Trench/Pressure Bed System UPGRADE, 300 GPD, 1,000 Gallons tank (existing tank 1,350 gallon) 2 compartment	\$260.00	SR	YES-7/17/2024 GK
24-50	7/2/2024	7/3/2024	21220543	Battistini	Anna	41456 Poplar Dr	Land Use Permit	Install a 144' fence, 6' high	\$60.00	SR	
24-51	7/11/2024	7/15/2024	21330566	LPS Construction	Tawnya Bonsante	20566 Dahler Ave	SSTS Permit	Install a Type 1 Mound Design Septic System; GPD 450; 1,500 Gallon tank	\$260.00	SR	
24-52	7/11/2024	7/16/2024	21260522	Jorgensen	Mike & Laurie	22257 S Shore Dr	Land Use Permit	Construct a 40'X80'(3,200 SqFt) Pole Shed Dwelling with 40'X60' (2,400 SqFt) Living Quarters	\$550.00	NR	
24-53	7/15/2024	7/16/2024	21270745	Butcher	Bryce	40519 HWY 6	SSTS	Install-Upgrade a Type 1 Trench/Pressure Bed Design, 750 GPD, 2,750 Tank. (Existing Tank 1,250 ; New Tank 1,500)	\$260.00	Commerical Transition-Light Industrial	
24-54	7/17/2024	7/30/2024	21090537	Langefels	David & Michelle	20026 Blue Lake Rd	Land Use Permit	Construct a 17'X16' (272 SqFt) Addition to existing deck for 3 season porch; construct a 8'X16' (128 SqFt) accessory structure	\$150.00	SR	
24-55	7/22/2024	7/22/2024	21330571	Rocky Road LLC	Ryan Erickson	20637 Dahler Ave	Camper Permit-Long Term	Long Term Placement of Camper	\$200.00	SR	NA
NUMBER	Recd	Appvrd	RE CODE	LAST	FIRST	ADDRESS	TYPE	DESCRIPTION	FEE	DISTRICT	Project Completed Y/N
24-56	7/11/2024	7/24/2024	21260522	Jorgensen	Mike & Laurie	22257 S Shore Dr	SSTS Permit	Install a Type 1 Mound Design Septic System; GPD 600; 1,500 Gallon tank (2 compartments)	\$260.00	NR	YES 7/24/2024 GK

24-57	7/30/2024	8/6/2024	21340888	Merrell	Kevin	39949 White Pine St	Land Use Permit	Construct a 24'X16' (384 SqFt) Accessory Structure	\$150.00	DTMU
24-58	8/5/2024	8/5/2024	21250539	Quilling	Jason	22910 S Shore Dr	SSTS Permit	Install a Type III Mound Septic System; GPD 300; 1,500 NEW gallon tank	\$260.00	SR
24-59	8/6/2024	8/12/2024	21030540	Pestello	William	XXXX Twilight Ct	SSTS Permit	Install a Type 1 Mound Septic System; GPD 450; 1000 Gallon tank	\$260.00	RP
24-60	8/6/2024	8/6/2024	21030540	Pestello	William	XXXX Twilight Ct	Land Use Permit	Construct a new dwelling 1,700 total SqFt (1.5 Story Home)	\$450.00	RP
24-61	8/7/2024	8/7/2024	21300511	McMahon	Natasha	40470 Sandhill Dr	Land Use Permit	Construct a 8'X8' (64 SqFt) Deck	\$75.00	SR
24-62	8/7/2024	8/7/2024	21330583	Messerli	Milan	XXXX Dahler Ave	Land Use Permit	Construct a 10'X15' (150 SqFt) Accessory Structure	\$75.00	SR
24-63	8/12/2024	8/27/2024	21270519	Bodin	Chet	40249 Eagle Ct	Land Use Permit	Construct a 24'X30' (720 SqFt) Accessory Structure with living quarters	\$250.00	SR
24-64	8/12/2024	8/12/2024	21260550	Frodessen	Fred	21843 Whitetail Dr	Camper Permit	Annual Camper Permit for 2 campers/RV on lot	\$50.00	NR
24-65	8/19/2024	8/20/2024	21100501	Moe	David	43818 State HWY 6	Land Use Permit	Construct a 4'X6' (24 SqFt) Porch	\$75.00	SR
24-66	8/19/2024	8/26/2024	21240509	Steward	David	23187 County Rd 1	Land Use Permit	construct a 36'X32'(1,152 SqFt)Accessory Structure with a 9'X32 (288 SqFt) Lean-to	\$400.00	RP
24-67	8/27/2024	8/27/2024	21230562	Nelson	Samantha	22342 County Rd 1	Land Use Permit	Construct a 5' Chain link fence	\$60.00	NR
24-68	8/27/2024	9/3/2024	21250578	Linn	Jay & Teresa	23054 N Shore Drive	Land Use Permit	Construct a dwelling addition	\$400.00	NR
24-69	8/28/2024	8/28/2024	21260598	Burroughs	Curtis	40350 Little Pine River Road	SSTS Permit	SSTS Upgrade Mound Design; Type 1, 600 GPD, 1,500 Gallons with 500 gallon lift added	\$260.00	SR

24-70	8/29/2024	8/29/2024	21030583	Coleman Construction	Ryder Loon Properties, LLC	44488 State HWY 6	SSTS Permit	Install a new Pressure Bed/Trench with pump design, Type 1, 450 GPD, 1,500 gallon system	\$260.00	NR	YES-9/19/2024 Greg Kossan
24-71	8/29/2024	9/3/2024	21030583	Coleman Construction	Ryder Loon Properties, LLC	44488 State HWY 6	Land Use Permit	Construct a 30'X44' (1,320 SqFt) New Dwelling with 6'X44' (264 SqFt) deck, 10'X15' (150 SqFt) Patio	\$450.00	NR	
24-72	9/3/2024	9/3/2024	21340841-21340844	Emily Meats	Tracy Jones	39990 State HWY 6	Temporary Trailer Permit	Placement for up to 6 trailers for temporary storage	\$60.00	DMU	NA
24-73	9/3/2024	9/3/2024	21050514	Swedell	Gerold	44250 Roosevelt Dr	SSTS Permit	Install a Type 1 Mound Design system, 480 GPD, 2 compartment 2,250 gallon tank	\$260.00	SR	
24-74	9/3/2024	9/3/2024	21050514	Swedell	Gerold	44250 Roosevelt Dr	Land Use Permit	Construct a 12'X24' (288 SqFt) Accessory Structure	\$150.00	SR	
24-75	9/3/2024	9/3/2024	21230529	Aanestad	Chris	41779 Birchwood Dr	Land Use Permit	Construct a 12'X30' (360 SqFt) Lean-to attached to existing garage	\$150.00	SR	
24-76	9/3/2024	9/3/2024	21260598	Burroughs	Curtis	40350 Little Pine River Road	Land Use Permit	Construct a 18'X28' (504 SqFt) Dwelling Addition	\$150.00	SR	
24-77	9/9/2024	9/10/2024	21340807 & 21340806	SJR Holdings	Emily Ace Hardware	39964 White Pine St	Land Use Permit	Construct a 12'X24' (288 SqFt) portable storage shed	\$150.00	DMU	
24-78	9/9/2024	9/9/2024	21220520	Fredrickson	Dale	41120 Loon Trail	SSTS Permit	Septic Upgrade-Install a Trench/Pressure Bed, Type 1, 450 GPD 2 compartment tank 1,500 up to 2,250 Trembo	\$260.00	SR	
24-79	9/10/2024	9/10/2024	21220552	Motzko	Michelle	41308 Poplar Dr	Land Use Permit	Construct a 10'X16' (160 SqFt) Accessory Structure	\$150.00	SR	
24-80	9/11/2024		21090561	Graunke	John & Anne	20344 Clearwater Dr	Land Use Permit	Construct new dwelling	\$550.00	SR	

24-81	9/16/2024	9/18/2024	21270590	Peiphrey	Brandyn	21635 Norway Pine Ln	SSTS Permit	Install a new Pressure Bed/Trench with pump design, Type I, 300 GPD, 1,500 gallon system	\$260.00	NR	
24-82	9/16/2024		21270590	Peiphrey	Brandyn	21635 Norway Pine Ln	Land Use Permit	Construct new dwelling 25'X40' (1,000 SqFt) and 2 Accessory Structures 40'X10'(400 SqFt) & 20'X10'(200 SqFt)	\$475.00	NR	



POSTAGE
PAID
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

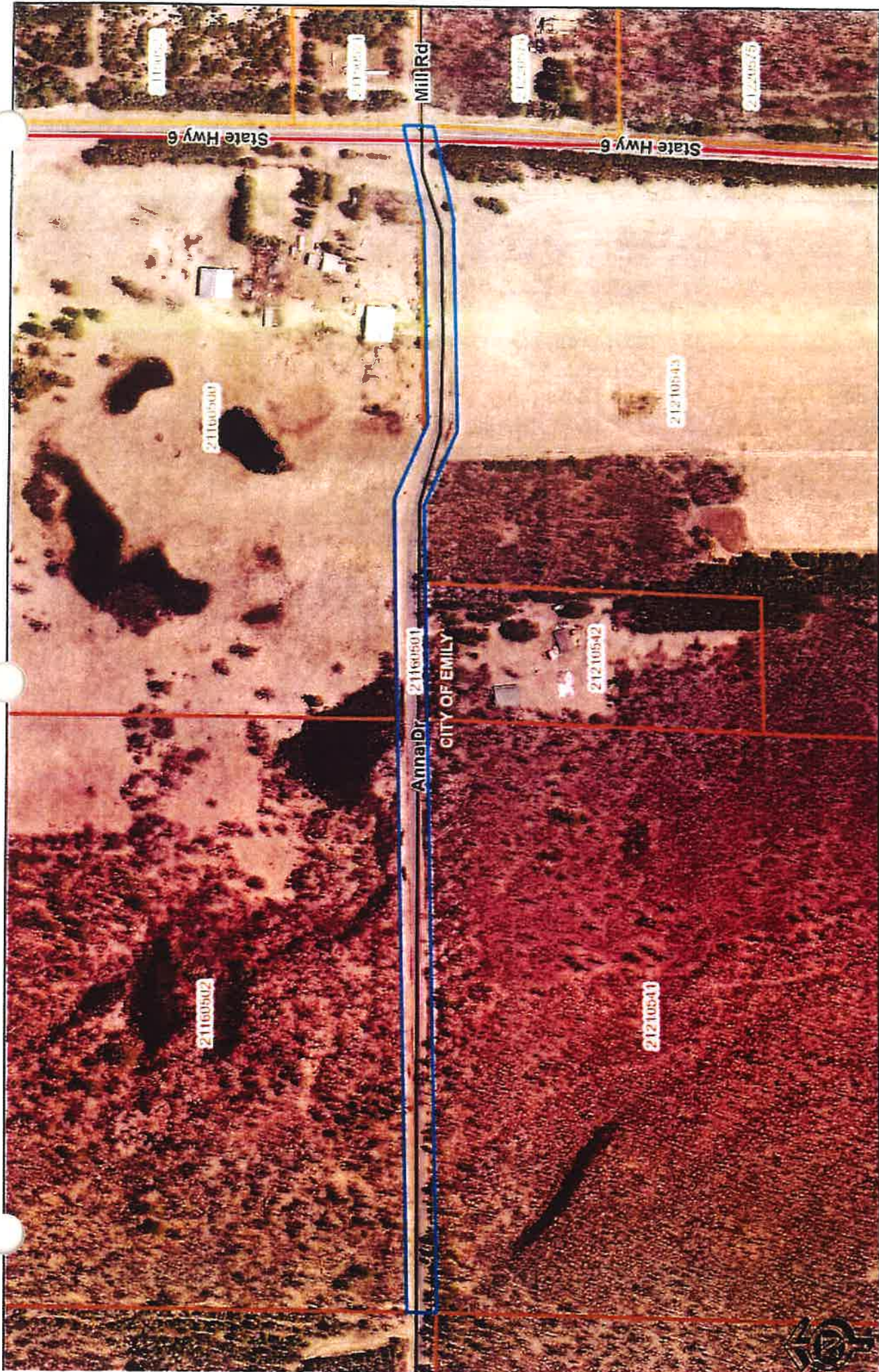
21060524 CITY OF EMILY

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 NEIGHBORHOOD #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

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:
 Reg 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-foot 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

clerk@emily.net

From: Alex Voit <avoit@sehinc.com>
Sent: Friday, October 4, 2024 12:56 PM
To: clerk@emily.net
Cc: Jeff Ledin
Subject: 2025 Emily Road Project

Cari,

I forgot you leave at noon on Friday, I meant to give you a call today. I spoke with Andy Hemphill yesterday about the project. He said he had met with Brian to discuss roads but still wanted to talk to him again to work out priorities. Given that we still didn't have road segments nailed down we agreed that I wouldn't update my proposal just yet but instead come up with a per mile cost to bring to council to discuss street segment options. We could either adjust the fee of the proposal at council or approve what we have to get started and adjust later on since the current proposal would easily cover design costs.

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®
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for All of Us

September 6, 2024

RE: Emily, Minnesota
2025 Street Project
Proposal for Design and Construction
SEH No. P-EMILY-180851 14.00

Cari Johnson
City Clerk
City of Emily
PO Box 68
Emily, MN 56447

Dear Cari:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this proposal for professional services relating to the 2025 Street Project in Emily, MN. Please review our proposal letter and if acceptable we will provide an agreement for execution referencing this letter.

Project Understanding:

Crow Wing County is planning a mill and overlay project on CSAH 1 including the segment of the highway within Emily city limits west of Highway 6. The City of Emily (Client) is considering making resurfacing improvements to City streets to extend pavement life and improve ride quality. The road segments chosen would be bid as part of the county project with the intent to benefit from lower bid prices on the larger project. It is understood that the City's current overall budget for this project is approximately \$102,500. It is envisioned this budget could be used to mill and overlay a shorter street segment or reconstruct short patches of failed roadway. The council may allocate additional funds when setting their budget this fall which could increase the project scope. SEH will meet with the road commission and city staff to determine which segments to address.

Scope: SEH will complete the following tasks:

Task 1 – Project Scoping, Coordination, Management and Administration:

SEH will coordinate with the Road Committee, City Staff and Crow Wing County Staff to the deliver the project.

This task will include the following throughout the project:

- Project Management / Administration / Accounting
- One Meeting with Road Committee Member(s) to finalize selected road segments
- Coordination with Crow Wing County Staff
- Attend Council Meetings to Present Plans and Bid Results (up to 2 meetings, 1 virtual, 1 in person)
- Project Closeout

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 101, Brainerd, MN 56401-3540

218.855.1700 | 866.852.8880 | 888.908.8166 fax | sehinc.com

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Task 2 – Prepare Plans and Specifications:

SEH will prepare plan sheets and special provision specification sections as required for the City's project elements to be included in Crow Wing County's public bid package. This task will include:

- Prepare typical sections and road treatment options
- Produce plan sheets
- Estimate quantities
- Provide City-project specific special provision language as necessary to the County for inclusion in the County's specifications
- Support the County answer bidding questions and issue addenda as necessary.

Task 3 – Construction Services:

SEH will support the County with documenting construction conformance with the plans and specifications for the City's portion of the project. This will include:

- Construction administration including resident coordination, contractor coordination, documenting construction quantities and support the County to prepare any required change orders.
- Construction observation including periodic site visits by a Resident Project Representative (RPR) during construction (up to 40 RPR hours).

Assumptions

- SEH is not producing a stand-alone set of plans and specifications, rather SEH will prepare plan sheets and specification sections to be included in the County's overall plans and specifications (Contract Documents).
- Crow Wing County will open and tabulate bids
- Crow Wing County will process pay applications to the contractor.
- SEH's scope is based on the current budget of approximately \$102,500.

Exclusions:

- Surveying – topographic, boundary.
- Detailed research of existing right of way limits.
- Geotechnical exploring, evaluation, testing, engineering.
- Environmental site assessments (ESA).
- Chapter 429 Assessment Process
- Construction staking
- Scope increases due to increased budget
- Meetings not listed above.

Deliverables:

- Task 2: Construction Plan Sheets, Special Provisions– electronic PDF.
- Task 3: Change Orders - electronic PDF.

Schedule:

We anticipate completing plans and specifications by the end of 2024 for incorporation into the County's bid package. Construction is planned for 2025.

Payment:

The fee is hourly estimated to be \$20,000.00 including expenses and equipment.

Additional Services requested by Client not included in the scope above will be provided on an hourly basis including direct expenses. If requested, an estimate of the fee can be provided ahead of completing the work.

Your budgetary limitations for construction of the Project should be provided to us in writing at an early date. We will endeavor to work within those limitations. Where appropriate, if the estimated cost exceeds the budget, we will either request an adjustment in the budget or suggest a revision in the extent or quality of the Project to assist in bringing construction cost back within the budget. We do not guarantee that our opinions of probable construction cost will not differ materially from negotiated prices or bids. If you wish greater

Cari Johnson
September 6, 2024
Page 3

assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed.

Thank you for the opportunity to provide a proposal. Please contact me at avolt@sehinc.com or 218.821.0085 to discuss.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Alex Voit, PE
Project Engineer
(Lic. MN)

ajv

Attachment

c: Jeff Ledin, SEH
Scott Hedlund, SEH

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2025 Street Improvement Project

2021	\$27,322.00	Small Cities Assistance - Streets (Remainder)
2024	\$37,510.50	Small Cities Assistance - Streets
2025	\$54,923.00	Small Cities Assistance - Streets - Estimated
2024	\$33,347.80	2023 Budgeted Transfer (Res. 23-52)
2024	\$65,689.88	Budgeted - Save for 2025
	\$218,793.18	Total from Savings
2025	\$27,000.00	CIP for 2 year rotating crack sealing plan
2025	\$15,000.00	CIP for Rotating Poly Sealing Plan
2025	\$25,000.00	CIP for Street Improvements
2025	\$28,116.25	Additional Budget for Street Improvements
	\$95,116.25	Total Budgeted 2025

\$313,909.43 Total for Street Improvement Project

Minutes and Proceedings of the
City Council of the City Of Emily in the
County of Crow Wing, State of Minnesota

March 20, 2024
Special Meeting

THESE MINUTES ARE PARAPHRASED AND ARE NOT WRITTEN WORD FOR WORD.

The Emily City Council met for a Special Meeting on Wednesday, March 20, 2024 in the Council Chambers and was called to order by Mayor Tracy Jones at 1:07 p.m. Councilmembers Gerhart Hanson, Andrew Hemphill, and Gregory Koch were present. Councilmember Bryce Butcher was present for the field trip. Alex Voit, City Engineer, S.E.H., Brian Foster, Maintenance Supervisor, and Cari Johnson, City Clerk/Treasurer, were also present.

The Pledge of Allegiance was recited.

The Council reviewed the road improvement maps provided by S.E.H. with recommended treatments for each paved road. The Council discussed the possibility of repairing sections of roads in the worst conditions instead of repairing/replacing entire roads. Maintenance Supervisor Foster reported most of the roads are 1 1/2" thick so there is not enough pavement to do a mill and overlay.

Mayor Jones recessed the Special Council Meeting at 1:11 p.m. for a field trip to review multiple roads for the Feasibility Study:

- Yellow Birch Lane – the green portion on the map was overlaid in the past. Sections of the road need to be overlaid.
- East Emily Drive – the section of pavement between 40373, just beyond the culvert, up the hill to 40449 needs to be replaced. The condition of that section of pavement has deteriorated enough that it cannot be overlaid.
- South Shore Drive – there are approximately five sections of pavement that cannot be overlaid and need to be replaced. One deteriorated section is just after the “Y” with East Emily Drive.
- Shadow Point – there are three locations that need work just before the cul de sac.
- South Bay Drive (Old Highway 6) – the road is 6” to 8” thick. There is a deteriorated section after the intersection with State Highway 6 on the north side.
- Par West – there are alligator cracks at the south end just before the hammer, but there are no residences there. The Council discussed setting a priority on repairing deteriorated sections that provide access to residences.
- Wood Lake Boulevard – Foster reported five deteriorated sections.

Mayor Jones reopened the meeting at 2:31 p.m. at the Emily City Hall.

The Road Committee members, Foster, and Alex Voit will inspect the roads and mark and measure the most deteriorated sections. Quotes will then be requested for repair of those road sections. Voit reported the Feasibility Study is required to assess properties for a portion of the road improvement costs. Voit reported the City cannot assess properties when repairing small sections of roads.

COUNCILMEMBER HEMPHILL MADE THE MOTION TO ADJOURN THE MEETING. MAYOR JONES SECONDED THE MOTION. ROLL CALL VOTE – JONES, HANSON, HEMPHILL, AND KOCH VOTED AYE. THE MOTION CARRIED. The meeting ended at 2:35 p.m.

Respectfully submitted,

Attest:

Cari Johnson, MCMC
City Clerk/Treasurer

Tracy Jones
Mayor



Third party reimbursement

Thanks for reaching out. Please complete the information below.

Entity information

Entity name *

City of Emily

Are you a nonprofit or local government entity?

Nonprofit entity

Local government entity

Contact information

Contact person name *

Cari Johnson

Email address *

clerk@emily.net

Phone number *

218-763-2480

Request information

What third party provider and service are you planning to utilize? (please review eligibility information) *

SEH, Engineering Services

Anticipated reimbursement request amount (maximum of \$20,000 per fiscal year) *

\$20,000.00

How does this service support your entity's operations or programs? *

SEH will provide engineering services for preliminary scope of services for the Roosevelt Drive over Crooked Creek Bridge replacement in Emily, MN. The Bridge No. L2877 project will be administered using local funding and or state bridge bonding with no federal funding involved. SEH will provide a detailed comprehensive engineering plan and services for the replacement of this bridge. Engineering scope of services include project and quality management, preliminary engineering, hydraulic analysis, wetland delineation, and permitting.

Public purpose

Describe how the project primarily benefits your community within Region 5. Projects cannot primarily benefit any individuals, businesses, or nonprofit entities. *

The replacement of Bridge No. L2877 will directly benefit the residents of the City of Emily by allowing 2 lanes of traffic to cross the bridge, decrease the vehicle weight restrictions, update traffic barriers along the deck edge, increase safety for residents crossing the bridge, and replace a bridge that is nearing the end of it's lifespan. The existing bridge is a single-span bridge that was originally constructed in 1960 and only allows for a single lane of traffic due to it's insufficient width.

The proposed project must relate to Sourcewell's government purpose as defined in Minn. Stat. 122A.21, Subdivision 7. Please identify all program or service areas to which the proposed project will relate.

Programs or service areas the proposed project will relate

- Administrative services
- Curriculum development
- Data processing
- Distance learning and other telecommunication services

Evaluation and research

Staff development

Media and technology centers

Publication and dissemination of materials

Pupil personnel services

Planning

Secondary, postsecondary, community adult, and adult vocational education

Teaching and learning services including services for students with special talents and special needs

Employee personnel services

Vocational rehabilitation

Health, diagnostic, and child development services and centers

Leadership or direction in early childhood and family education

Community services

Shared time programs

Fiscal services and risk management programs, including health insurance programs providing reinsurance or stop loss coverage

Technology planning, training, and support services

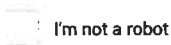
Health and safety services

Student academic challenges

Cooperative purchasing service

How does the proposed project promote and align with Sourcewell's statutory purpose of providing programs and services as identified by your checkbox selections. *

The Third party reimbursement program allows the City of Emily to hire SEH for engineering services, therefore allowing additional funds to be allocated to other areas within the city budget. The City's engineer will provide services that align with SEH's scope of services by evaluating the bridge and researching and providing plans to build a new bridge which will provide community services to anyone wishing to cross the bridge. The bridge is failing and has a limited anticipated lifespan of 10 to 15 years.



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Sourcewell Programs for Local Government

Who is Sourcewell?

Sourcewell is a Minnesota Service Cooperative governed by Minnesota Statute 123A.21. Legislation passed in 1976 established nine educational cooperative service units across the state. Sourcewell is self-funded and has no taxing, levying, or borrowing authority.

Sourcewell at a glance

Today, Sourcewell partners with education, government, and nonprofit agencies to boost student and community success, as well as provide funding, training, and contracted services to help other public agencies do more with less.

All applications, except Impact Funds, are accepted on a rolling basis from July 15 – June 15.

Final reports from the previous fiscal year must be submitted before new awards will be granted.

Boost Funds

Purpose: To allow member entities to address small projects with no match required.

- Applicant may request up to \$2,000 per fiscal year.
- Application must be submitted, and agreement finalized, before the project begins.

Match Funds

Purpose: To allow member entities to plan for a project, or a collection of projects, that enhance operations and programs.

- Applicant may request up to \$50,000 per fiscal year – a 25% match of the Sourcewell amount is required.
- Application must be submitted, and agreement finalized, before the project begins.
- County applications require a resolution from their governing board.

Impact Funds

- Impact Funds for FY 24-25 have already been awarded.
- Information on FY 25-26 Impact Funds will be available in early 2025.

For full program details, visit mn.sourcewell.org

Third-Party Services Reimbursement

Purpose: To allow member entities to access professional expertise outside their entity to enhance their operations and programs.

- Sourcewell reimburses 100% of costs up to \$20,000 per fiscal year – can be done with multiple requests.
- Application for each service must be submitted and approved before you begin working with a third-party.
- A third-party is defined as an entity that would need to be contracted with because the applicant cannot provide the service in-house.

Internship Reimbursement

Purpose: To allow member entities to provide internships that offer real-world experiences, bolster recruitment efforts, and strengthen community workforce sustainability.

- Applications for each internship must be submitted and approved before the hiring process begins.
- Sourcewell reimburses \$15/hour for 640 hours.
- One intern per discipline per semester.

Regional Safety Groups – provided in partnership with the League of Minnesota Cities Insurance Trust.

- Sourcewell covers approximately 45% of costs for regional cities. LMC covers the remainder.
- Contact Ashley Edwardson, Loss Control Program Coordinator 651-281-1268

R5 Networks

Connect with your peers at one of our regional networks:

- Human Resources
- City Clerks/Treasurers
- Zoning Administrators
- City & County Administrators
- Law Enforcement
- Dispatchers



Building a Better World
for All of Us™

April 1, 2024

Cari Johnson
City of Emily
City Hall, P.O. Box 68
Emily, MN 56447

RE: Roosevelt Drive over Crooked Creek Bridge Replacement
Scope of Services for Preliminary Engineering

Dear Ms. Johnson:

Thank you for the opportunity to provide this proposal for design services for the replacement of the Roosevelt Drive bridge over Crooked Creek (Bridge No. L2877) in Emily and Crow Wing County. Based on conversations I have had with Jeff Ledin, SEH has prepared this letter proposal for preliminary engineering services. The scope provided in this letter will outline SEH's services for project preliminary engineering necessary to produce a preliminary bridge plan that will define the site, alignment, profile, bridge type, and approach connections.

PROJECT UNDERSTANDING

Bridge No. L2877, crossing Crooked Creek, is located on Roosevelt Drive just off of Blue Lake Road and between Lake Roosevelt and Pug Hole Lake. It is our understanding that this project will be administered using local funding and/or state bridge bonding with no federal funding involved. The City is seeking to have preliminary plans completed in 2024 in order to begin discussions on funding the project for final design and construction.

The existing bridge is a single-span, 43.5-foot long, 19.6-foot-wide bridge that was originally constructed in 1960. It has a steel beam and timber superstructure with a bituminous topping and timber railings. It has concrete abutments with timber wingwalls. The bridge carries one lane of traffic due to its insufficient width. The roadway approach width is 18 feet and carries 2 lanes of traffic. The average daily traffic (ADT) is approximately 15. The bridge is posted for vehicles no more than 40 tons. National Bridge Inventory (NBI) ratings indicate the deck is in fair condition and superstructure and substructures are in poor condition. The current Local Planning Index is now 33. The existing bridge crosses the waterway at a 90-degree angle and it appears to have a narrower waterway opening than the approach waterway. This causes increased scour conditions due to a higher water velocity passing through the bridge opening. There does not appear to be a detour route so either the new bridge is constructed on a new alignment or a temporary bridge will be needed during construction.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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PROPOSED SCOPE OF SERVICES

Task 1 – Project and Quality Management

The Project Manager for the SEH Team will be Mark Maves. He will lead the team and be your primary point of contact. Mark is the Bridge and Structures practice center leader for SEH. He is familiar with and has experience in managing a wide assortment of bridge projects including roadway, trail, and rehabilitation of in-place bridges. Mark has strong relationships with the MnDOT Bridge Office and will coordinate all submittals and reviews with the State Aid Bridge Engineer, Dave Conkel and his staff.

Mark will ensure that the project receives the staff resources required to address all project development and design needs. This includes coordination between the City and County staff and the SEH team for all tasks necessary in establishing the preferred location, alignment and bridge type. Prior to beginning any preliminary engineering, we propose a site visit to better understand the bridge location and potential locations for the new bridge. Mark Maves and Jeff Ledin will attend from SEH along with City and County staff. SEH will organize and schedule this site visit.

Mark will also serve as the team's quality manager. He will develop a Quality Management Plan (QMP) using SEH guidelines to outline the quality process and procedures for this project.

Sub Tasks:

- 1) Manage project tasks, staff, budget, schedule
- 2) Coordinate project design services with City staff
- 3) Coordinate field visit of the bridge site with City & County Staff
- 4) Coordinate and lead design meetings with City staff
- 5) Prepare monthly invoices
- 6) Develop and implement a project Quality Management Plan

Task 2 – Preliminary Engineering

SEH will utilize data and information obtained from initial meetings, survey and mapping, utility locates, and hydraulics evaluation to complete the development of a preliminary plan. Accurate survey information obtained at the outset of the project will be needed to successfully determine the optimum bridge size and location. SEH will thoroughly review all available data provided by the City or County to determine level of completeness and accuracy and assess the extents of a field survey. Field survey efforts will include horizontal and vertical control, topography, alignments, drainage, utilities, and property. SEH will also collect waterway cross sections of Crooked Creek to be used in the hydraulic modeling. Data collected in the field will be processed and incorporated into a base map file to be used as the basis for establishing existing conditions for design activities. All survey work will be coordinated with the City of Emily and will be consistent with MnDOT survey datum.

A brief bridge study will be performed to best determine the bridge structure type, span lengths, substructure locations, superstructure depth, and bridge/roadway section. Working in conjunction with the hydraulic analysis of Crooked Creek, a bridge type and size will be determined. Construction considerations will be developed. We anticipate the bridge to either be a single span concrete prestressed beam bridge a concrete slab bridge, or a box culvert. Its length will be approximately 50 feet, a little longer than the in-place bridge, and its width will be approximately 27 feet. The bridge will be designed to carry two lanes of traffic and will have updated traffic barriers along the deck edge.

The preliminary bridge plan will be developed in accordance with current MnDOT and AASHTO design standards and methodologies and submitted to the City, County and MnDOT State Aid Bridge Office along with a Foundations Recommendations Report. Mark Maves will coordinate all submittals and review meetings with the MnDOT State Aid Bridge Office. An engineer’s probable construction cost estimate will be developed with the preliminary plan.

Sub Tasks:

- 1) Conduct field survey
- 2) Produce AutoCAD basemap
- 1) Establish roadway layout, alignment, construction limits, cross sections & profile
- 2) Perform preliminary bridge design
- 3) Prepare a Preliminary Bridge Plan & cost estimate
- 4) Prepare roadway layout & cost estimate for approach work
- 5) Conduct review meetings with County, MnDOT & other stakeholders

Task 3 – Hydraulics Analysis

In compliance with local, state and federal floodplain development regulations, a hydraulic analysis will be conducted to evaluate the potential impacts the project may have on flood elevations. This hydraulic analysis will involve analyzing potential impacts for Crooked Creek on the bridge. SEH will utilize any current effective hydraulic model information as a starting point and will coordinate with the MnDNR in the model development and project evaluation to ensure their modeling standards are met. It is expected that a 1D, steady-state HEC-RAS analysis will be sufficient for analyzing the existing and proposed bridge hydraulics.

Sub Tasks:

- 1) Develop Corrected Effective & Existing Conditions Hydraulic Models
- 2) Analyze Proposed Conditions
- 3) Prepare a Technical Memorandum to Summarize Hydraulic Analysis

Task 4 – Wetland Delineation and Permitting

A wetland delineation must occur on site to map the extent and type of all wetlands present in the project area. SEH will complete a wetland delineation within the property using the 1987 Manual and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region*. After the completion of the field delineation, we will provide a wetland delineation report. This report will describe the site conditions, identify the wetland boundaries, and serve to be a basis for follow up permitting if unavoidable wetland impacts will occur.

The delineation report will be provided to the City and Crow Wing County, which administers the Minnesota Wetland Conservation Act (WCA), in addition to their local requirements. The United States Army Corps of Engineers (USACE) may also regulate the wetlands in the project area and will be provided a copy of the report as well. A request will be made at submittal to complete a field review of the wetland boundaries. This meeting may serve as a pre-application discussion to expedite the project schedule. If the field review results in any adjustments to the wetland boundary, they will be modified by SEH, and provided in electronic format as the final approved boundary. It is presumed that the draft boundaries will serve for planning prior to the final boundary approval.

Sub Tasks:

- 1) Conduct wetland delineation
- 2) Produce wetland delineation report
- 3) Apply for required permits

A geotechnical investigation has not been included in this proposal. We propose to solicit a local geotechnical firm to provide soil borings, analysis and to write a foundations recommendation report for the next phase. We will make assumptions based on the final size of the bridge for a foundation type for our cost estimate.

PROJECT TEAM

SEH has ample resources to ensure the proposed work is completed in a timely fashion while providing high quality work. A highly skilled project team has been assembled with the expertise and staff availability to successfully complete the professional services outlined in this proposal.

Mark Maves, PE will be SEH's Project Manager. Mark is a senior bridge engineer and project manager with 38 years of experience in the transportation industry, primarily in the areas of conceptual, preliminary and final bridge design for projects involving bridge rehabilitations or replacements. He will serve as the day-to-day contact for the City for project questions, discussions, and schedule updates.

Mark will be supported by **Caitlyn Deutsch, PE** who will lead the bridge design team in the design and development of the preliminary bridge plans; **Nate McLaughlin** who will be the lead technician responsible for detailing the bridge plans; **Riley Mundloch, PE** who will lead the hydraulic analysis effort; **Rebecca Beduhn, PWS, CMWP** who will conduct wetland delineations and prepare reports and permit applications as necessary; **Alex Voit** who will be responsible for the roadway layout, construction limits, approach roadway preliminary design, and utility coordination.

Resumes can be submitted for all team members upon request.

Thank you for this great opportunity to perform preliminary engineering and develop preliminary plans for the replacement of Roosevelt Drive bridge. Our fee for labor and expenses for the services described above is a not-to-exceed amount of \$49,994 based on hourly billing rates.

We look forward to working with you and are eager to get started on the development of this bridge replacement project. Any questions you have regarding our letter proposal would be welcomed. Please contact me at 218-851-4569 (jledin@sehinc.com) or Mark at 651-470-1691 (mmaves@sehinc.com).

Sincerely,



Jeff Ledin, PE
Client Service Manager



Mark Maves, PE
Project Manager

clerk@emily.net

From: Amy Piekarski <Amy.Piekarski@sourcewell-mn.gov>
Sent: Thursday, September 12, 2024 9:15 AM
To: clerk@emily.net
Subject: RE: Third-Party Services Reimbursement Program

Flag Status: Flagged

Hi Cari,

For the road design and inspection project, will you receive invoices for the service before June 15, 2025? If you will, yes, you should apply this fiscal year, and you will also be able to apply next fiscal year. Make sure the service you are applying for this year will be the service you receive – meaning if inspection doesn't occur until next year, don't include that on this year's application.

You can still apply for the bridge design even though the work has started. Since we changed the process this fiscal year, we are allowing applications to come in after the work has begun.

Let me know if that doesn't answer your questions!

Amy

Amy Piekarski | Resource Development Administrator

Cell: 218-821-0813

Website: mn.sourcewell.org



From: clerk@emily.net <clerk@emily.net>
Sent: Wednesday, September 11, 2024 3:47 PM
To: Community Solutions <community@sourcewell-mn.gov>
Subject: Third-Party Services Reimbursement Program

You don't often get email from clerk@emily.net. [Learn why this is important](#)

EXTERNAL

Hello,

The City is planning a road resurfacing project next year and received a quote from the City Engineer for design and inspection services. If the planned project goes forward, the City would like to apply for Sourcewell's Third-Party Services Reimbursement Program for engineering fees related to the project. Could the City apply for the program before June 15, 2025 and then apply again for the same project after the fiscal year at the end of June? The project would probably not be completed by June 15th. We are just trying to determine what timing would make the most sense.

Also, the City Engineers are currently working on a bridge design project. Could the City apply for the same program even though work has begun? We thought we needed to apply for the program as reimbursements after the work has been completed.

INVOICE

Emily Sand & Gravel
P.O. BOX 300
Y, MN 56447

emilysandandgravel@gmail.com
218-763-3048
www.emilysandandgravel.com



Bill to
City of Emily

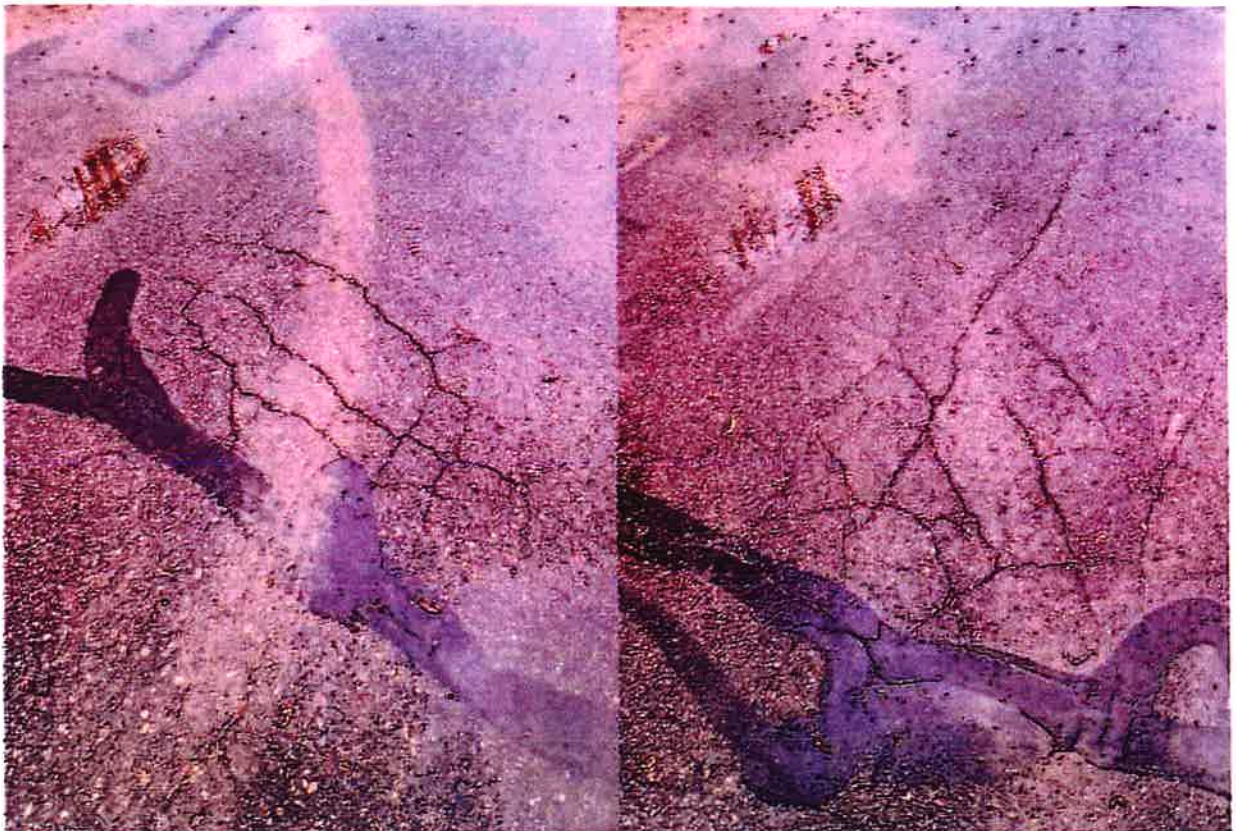
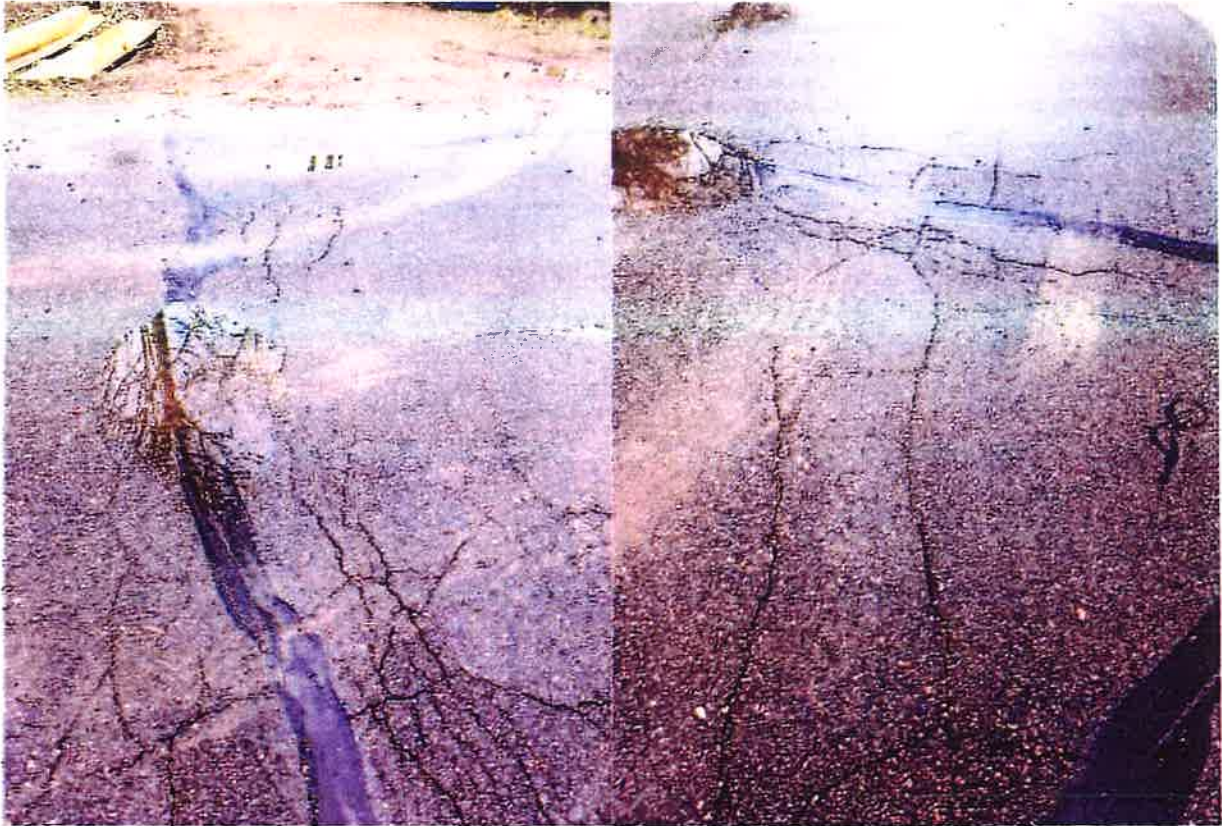
Invoice details

Invoice no.: 027656
Terms: Due on receipt
Invoice date: 10/07/2024
Due date: 10/28/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	09/17/2024	Class 5	Class 5	1000	\$11.20	\$11,200.00
Total						\$11,200.00

19478

Blue Lane East Road Damage 4.29.24





MAINTENANCE REPORT

10/8/2024

- Cutting & chipping trees
- Fixing potholes
- Sewer pond work
- Finishing up some small projects
- Fishing pier is out
- General maintenance

Brian Foster
Maintenance Supervisor

Amy Prokott, Deputy Clerk, City of Emily

From: Blake Thelen <blake@thelenheating.com>
Sent: Thursday, September 19, 2024 12:14 PM
To: Amy Prokott, Deputy Clerk, City of Emily
Subject: RE: Preventative Maint. Quote
Attachments: 1608_001.pdf

RECEIVED
SEP 19 2024

BY:

Yes, I see we had a contract back in 2016 for semi annual visits totaling \$1,150.00 per visit. Some of our recorded time into the job was anywhere from 4 to 7 hours. If all the filters and belts are still the same as in the past, you have about \$400.00 in material. Our labor rate is \$128.00/ hour which includes our drive time. I have always been a fan of doing things time and material. For example if we are already up in the area we can save you some of the cost that would normally be associated with the drive time. Also the belts do not always need to be changed out if they are still in good shape.

If I were to give you a firm bid on each visit it would be for \$1,300.00. If we go time and material that price would typically be lower.

See attached form that itemizes the things we do on each visit.

I can type up a formal contract if needed.

Thanks,



From: Amy Prokott, Deputy Clerk, City of Emily <deputyclerk@emily.net>
Sent: Monday, September 16, 2024 4:05 PM
To: Blake Thelen <blake@thelenheating.com>
Subject: Preventative Maint. Quote

Hi Blake –

I am wondering if you could please submit a preventative maintenance proposal for the Emily City Hall?

I was told we do not have a maintenance plan at this time. We would like to get some more information on what would be included in the plan and how much the fee would be. Thank you!

Respectfully,

Amy Prokott | Deputy Clerk | City of Emily
Effecting Positive Change

deputyclerk@emily.net
20811 State Highway 6, PO Box 68
Emily, MN 56447

P: 218-763-2480 | F: 218-763-2481 | www.cityofemily.com



AN EQUAL OPPORTUNITY EMPLOYER
1717 THIRTEENTH STREET SOUTHEAST • BRAINERD, MN 56401
218 - 829-1491 • FAX 218 - 829 - 2059

PREVENTATIVE MAINTENANCE CONTRACTS

MAINTENANCE TASKS ARE BASED UPON YOUR SPECIFIC EQUIPMENT NEEDS AND THE TIME OF THE YEAR. PM CONTRACTS MAY INCLUDE BUT ARE NOT LIMITED TO THE ITEMS LISTED BELOW:

1. Change all disposable air filters and clean all washable screens.
2. Adjust all drive belts. Tighten and align as needed.
3. Check exhaust flues for blockage.
4. Lubricate moving parts as required.
5. Check electrical connections and tighten as needed.
6. Check and flush condensate drain and pan as needed.
7. Check condition and operation of crankcase heaters.
8. Check coils and connections for dirt and debris.
9. Check for oil and refrigerant leaks.
10. Check operation of economizers.
11. Change belts as needed.
12. Check condition of heat exchangers.
13. Check gas valves, connections and adjacent piping for leaks.
14. Check operation of gas burners; adjust as needed.
15. Check operation of high temperature limit and exhaust pressure switches.
16. Clean igniters and flame sensors as needed.
17. Clear any ice build-up on exhaust flue piping.
18. Check thermostats and/or system operating controls.
19. Check and confirm system operation.

RECEIVED
SEP 10 2024

BY:

<p>WHAT TO EXPECT:</p> <ul style="list-style-type: none"> • System optimization – cleaning, calibration, adjustment and lubrication of all equipment. • Operational analysis of the system. • Extended equipment life; reducing ownership costs. • Maximized equipment efficiency lowers energy costs. • Optimize comfort conditions. 	<p>PROGRAM DESIGNED TO:</p> <ul style="list-style-type: none"> • Identify potential problems so you can proactively make decisions to upgrade, repair or replace before there is an expensive emergency. • Maximize comfort conditions based upon system design specifications. • Extend equipment life. • Maximize energy efficiency. • Minimize unsafe conditions and promote healthy environment. <p style="text-align: right;">*PM SERVICE RECORDS ARE MAINTAINED</p>
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*PREVENTATIVE MAINTENANCE CONTRACTS CAN BE SET UP ANNUALLY, SEMI-ANNUALLY OR QUARTERLY AS SUGGESTED BY THE OWNER OR THE SERVICE TECHNICIAN.



PRESS RELEASE

FOR IMMEDIATE RELEASE
DATE: September 9, 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."

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.

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.

###

Crow Wing County All Hazard Mitigation Plan:

Please consider adding a generator for the City of Emily to your plan. The City of Emily would like to pursue purchase of a generator for the Emily City Hall in 2025 with the State, FEMA, and others.

Overview: The City of Emily, located in Crow Wing County, Minnesota, seeks FEMA funding to install a generator at the City Hall building. This facility houses critical services including the Sheriff's Northern Outpost, Administrative offices, and the emergency shelter with prep kitchen for citizens during crises. The addition of a generator is essential to ensure continuous operation of these vital services during power outages and other emergencies, such as blizzards and stranded motorists.

Critical Need:

1. Emergency Services Continuity:

- The Sheriff's Office provides law enforcement coverage for the City of Emily. The City Hall includes the Sheriff's Northern Outpost, which would be crucial for maintaining law and order during emergencies. A generator would ensure that Sheriff's Office operations remain uninterrupted, enabling timely response to incidents and coordination with other emergency services.

2. Administrative Functions:

- The administrative offices within City Hall are responsible for coordinating emergency response efforts, disseminating information to the public, and managing resources. Power outages can severely disrupt these functions, hindering effective emergency management and communication.

3. Emergency Shelter:

- The City Hall's facilities and prep kitchen would be utilized to provide shelter and essential services to citizens during emergencies. A reliable power source is necessary to support heating, cooling, food preparation, and other critical needs for displaced residents.

Risk Mitigation:

• Power Outages:

- Crow Wing County is susceptible to severe weather events, including storms and blizzards, which can cause prolonged power outages. A generator would mitigate the risk of service disruption, ensuring that the City Hall remains operational and can serve as a command center and shelter.

• Public Safety:

- Ensuring continuous power at the City Hall would enhance public safety by maintaining communication systems, lighting, and security measures, thereby reducing the risk of accidents and crime during power outages.

Community Impact:

- The installation of a generator at the City Hall would significantly enhance the resilience of the City of Emily, providing a reliable and safe environment for both emergency responders and citizens. This investment would ensure that the city can effectively manage and respond to emergencies, thereby protecting lives and property.

Conclusion: The addition of a generator to the City Hall in Emily, Minnesota, is a critical infrastructure improvement that will enhance the city's emergency preparedness and response capabilities. FEMA funding for this project is essential to ensure the continuous operation of vital services and the safety and well-being of the community during emergencies.

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL No. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

EUGENE GROVER, President
RYAN P. DAVIES, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
MARY 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

City of Emily Meeting Two 09-24-24

Article 10-Vacation

Section 1.0: Add 15 years to graph. After fifteen years of Employment- Vacation Days maximum increase from a total of 160 hours to **200 hours**.

Unused Days. An employee may accrue vacation leave to a maximum of 280 hours, but only 80 hours may be carried from one calendar year into the next calendar year. **Up to, not to exceed forty (40) hours of vacation time that exceeds the maximum 80 hours carry over may be paid out to the employee on the last payroll period of the year.**

Section 4.0: New Section Item: Employees will have the option of time and a half (1 ½) pay or time and a half (1 ½) compensatory time off. If compensatory time is at maximum 40 hours, all hours will then go to overtime pay on check. Hours not used by November 30th of each year, will then be paid out on last payroll of the year before the start of the next year.

Article 11- Holidays

Add December 24th, Christmas Eve as a paid recognized holiday.

Article 14 – Insurance

Section 1.0: Local 49 Health and Welfare continuation. Increase Employer contribution \$50.00 per month for each year of the contract.

2024: one thousand one hundred fifty-seven dollars and fifty cents (\$1,157.50)

2025: one thousand two hundred thirty-two dollars and fifty cents (\$1,207.50)

2026: one thousand three hundred seven dollars and fifty cents (\$1,257.50)

2027: one thousand three hundred eighty-two dollars and fifty cents (\$1,307.50)

Article 16 - Hours of Employment

Section 1.0:

At the discretion of the City Council or Supervisor, the regular work week shall be from Monday through Friday. Full-time maintenance employees will work ~~five (5) eight-hour days~~ **four (4) nine (9) hour days** from ~~7:00 a.m. to 3:30 p.m.~~ **7:00 a.m. to 4:30 p.m.** ~~Monday through Friday,~~ **Monday through Thursday. Friday will be a four (4) hour workday 7:00 a.m. to 11:00 a.m.** Compensation for overtime shall be at the rate of one and one-half (1 ½) times the employees' regular hourly rate and shall be paid after ~~eight (8)~~ **nine (9) hours per day Monday through Thursday and Friday after four (4) hours** or forty (40) hours per week.

Article 18 - Wages

Section 18.1:

Year 2025 - \$1.05 hourly increase to rate of pay
Year 2026 - \$1.10 hourly increase to rate of pay
Year 2027 - \$1.15 hourly increase to rate of pay

Article 21 – Duration of Agreement

The Union proposes a three-year contract agreement contingent on overall package. **January 1, 2025, through December 31, 2027**

Implement into contract Discussion Items

Strike out language with AFL-CIO-
Implement Paid Parental Leave by Employer. New State Statute in 2026
Insurance Language address to clean up – Add graph for display Implement
Juneteenth and MN ESST

-
-
- ❖ Local 49 reserves the right to change, alter, add to or modify its proposals at any time during negotiation.

Respectfully,

Dan Revier
I.U.O.E. Local 49 - Business Representative
St. Cloud, MN 56301
Cell: (320) 241-3675
Email: drevier@local49.org



AGREEMENT
BY AND BETWEEN
CITY OF EMILY



AND
INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 49



January 1, 20225 - December 31, 20247

TABLE OF CONTENTS

CITY OF EMILY

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	COVER PAGE	1
	TABLE OF CONTENTS	2
1	PURPOSE OF AGREEMENT	3
2	RECOGNITION	3
3	CHECKOFF OF UNION DUES	4
4	MANAGEMENT RIGHTS	4
5	EMPLOYER SECURITY	4
6	GRIEVANCE	4
7	DISCIPLINE	6
8	JOB SAFETY	8
9	SENIORITY	8
10	VACATION	9
11	HOLIDAYS	10
12	SICK LEAVE	10
13	LEAVES OF ABSENCE	11
14	HEALTH AND WELFARE INSURANCE	12
15	DISCRIMINATION	12
16	HOURS OF EMPLOYMENT	13
17	REPAIRABILITY AND SAVINGS CLAUSE	14
18	WAGES	14
19	LONGEVITY	15
20	GENERAL	15
21	DURATION OF AGREEMENT	16

AGREEMENT
BY AND BETWEEN
CITY OF EMILY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49 AFL-CIO

This Agreement is entered into between the City of Emily, hereinafter referred to as the City or Employer, and the International Union of Operating Engineers, Local No. 49, AFL-CIO, hereinafter referred to as the Union or exclusive representative.

**ARTICLE 1
PURPOSE OF AGREEMENT**

Section 1. This Agreement has as its purpose the promotion of harmonious relations between the Employer, its employees and the Union, the furtherance of efficient governmental services, establish procedures for the resolution of disputes concerning agreement interpretation and or application without interference or disruption of the efficient operation of the department, to specify the full and complete understanding of the parties, and place in written form the parties' agreement upon the terms and conditions of employment for the duration of this Agreement.

Section 2. Whenever any words are used in the Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural they shall also be construed to include the singular.

**ARTICLE 2
RECOGNITION**

Section 1. The City of Emily recognized the Union as the exclusive representative for all employees employed by the City of Emily, Minnesota, who are public employees within the meaning of the Minnesota Statute 179A.03.

Section 2. In the event that a job classification is established by the Employer which it proposed should be excluded from the Agreement, it is agreed that in the event of a controversy regarding said exclusion, the matter shall be submitted to the Bureau of Mediation for determination.

**ARTICLE 3
CHECKOFF OF UNION DUES**

Section 1. Checkoff of Union Dues. The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card, a sum certified by

the Financial Secretary of Local 49, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit to the Financial Secretary of Local 49 (address to be supplied by the Union) the total amount with any change of employees from whose pay deductions were made. An employee may terminate his payroll deductions by written notice delivered to the Financial Secretary of Local 49, who shall forthwith transmit a copy of such termination to the City Clerk.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. The Employer retains the full and unrestricted right to operate and manage all manpower facilities, and equipment, to establish functions and programs; to set and amend budgets to determine the utilization of technology; to establish and modify the organization structure; to select, direct and establish work schedules; and to perform any inherent managerial functions not specifically established or modified by this Agreement.

ARTICLE 5 EMPLOYER SECURITY

Section 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will during the life of this Agreement engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2. Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives of their successors when so designated.

Section 3. Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received approval of the designated supervisor

who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Procedure. Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedures:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) working days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representatives will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2, shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. Upon mutual agreement between the parties a grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to the Bureau of Mediation Services for mediation. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the employer's final answer to Step 3 grievance mediation. In the event the parties are unable to agree to grievance mediation the grievance may be appealed to Step 4 within ten (10) calendar days of the employer's answer in Step 2.

Step 4. A grievance unresolved in Step 2 or Step 3, whichever is appropriate, shall be submitted to arbitration subject to the following procedure:

The matter may be referred by either party within five (5) days to a Board of Arbitration, composed of three (3) members, one designated by the City, one designated by the Union, and the third to be mutually agreed upon by the representatives of the parties. Should the representatives of the City and the Union fail to agree upon a third party within five (5) additional days, the third person shall be appointed as follows: The Federal Mediation and Conciliation Service shall be called upon to submit

a panel of five (5) neutral arbitrators. After said panel has been submitted to the parties by the Federal Mediation and conciliation Service, the neutral arbitrator shall be selected by striking four (4) names, the first strike to be determined by drawing lots, the fifth remaining name shall be the neutral member of the panel. The majority decision of the Board shall be final and binding on the Union, the City and any employee affected in a controversy so settled.

Section 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 6. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 7 DISCIPLINE

Section 1. The Employer will discipline for cause only. Discipline will be in one or more of the following forms.

- | | |
|---|----------------------|
| A. Oral reprimand signed by Supervisor and Employee | B. Written reprimand |
| C. Suspension | D. Discharge |

Section 2. Notices of suspension and/or discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. The Union shall be provided with a copy of each such notice.

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices. Written reprimands will be purged from the employee's personnel file and be of no effect three (3) years after the date of which the employee acknowledged the reprimand.

Section 4. Discharges will be preceded by a five (5) calendar day suspension without pay.

Section 5. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 6. Grievances relating to discharge or suspension without pay may be initiated by the Union in Step 3 of the grievance procedure.

Section 7. Severe Infractions. The following conduct or action on the part of an employee constitutes a severe infraction and the basis for immediate termination, if comprehensive list but is set out below merely for example:

1. Theft, as defined by state law.
2. Dismissal. The City may dismiss any employee, but if the employee has completed his/her probationary period, a dismissal shall be only upon a unanimous vote of the City Council.
 - A. DUI or refusal occurs while the employee is working for the City or operating a City vehicle or equipment, and/or.
 - B. The conviction or refusal results in the loss of the driver's license required for the performance of the employee's duties.

Section 8. Drug Policy. All City of Emily employees shall follow the State, Federal and City of Emily drug policies.

Section 9. Training Policy. All employees of the City of Emily shall be required to train and assist other employees as directed by the City Council as to aid with the smooth and efficient operation of City business. Failure to follow Council's directions shall be just cause for discipline, up to and including termination.

**ARTICLE 8
JOB SAFETY**

Section 1. It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.

Section 2. It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with the rules promulgated to ensure safety. This employee' responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

**ARTICLE 9
SENIORITY**

Section 1. Definition. Seniority shall mean an employee's length of service with the Employer since his/her last date of hire. An employee's continuous service record shall be broken only by separation from service by reason of resignation, discharge for cause or retirement. When two or more employees have the same seniority date, their positions on the seniority list shall be determined by lot.

Section 2. Layoffs. When a reduction in the workforce becomes necessary, the employee with the least seniority shall be the first laid off provided the remaining employees are qualified to perform the work available. The last employee laid off shall be the first to be recalled for work provided he/she is qualified to perform the available work. No full-time employee will be sent home while there is a part time employee working.

Any employee recalled to work and accepting same shall be given five (5) calendar days' advance notice in which to report for work. Registered mail will be used only in cases where the individual declines a telephone notification or cannot be reached by phone or other means. When the employee receives notice of recall he must notify the City within a twenty-four (24) hour period following the receipt of such notice of his intention of accepting or rejecting recall or be terminated.

If an employee fails to report within five (5) days after the notice or attempt of notice without giving a satisfactory explanation acceptable to the City for not reporting he/she will be considered as having voluntarily quit. Employees shall notify the City of their proper telephone number and post office address or change of address. The City shall be entitled to rely upon the address shown upon its records.

Section 3. Probationary Period Purpose. The probationary period is an integral part of the selection process and shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the position and for rejecting any employee whose performance does not meet the required work standards.

Probationary Employees. Employees shall be probationary employees for the first six (6) months of their employment and during such period may be discharged by the Employer

without the same constituting a breach of this contract or causing a grievance there under. During the probationary period a promoted or reassigned employee may be returned to his/her previous position at the sole discretion of the Employer.

**ARTICLE 10
VACATION**

Section 1. Amount Allowed. Every full-time employee and regular part time employee shall have vacation leave with pay according to the following schedule:

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION DAYS</u>
After one year	40 hours
After two years	80 hours
After five years	120 hours
After ten years	120 hours plus 8 hours per year up to a maximum of 160 hours
<u>After fifteen years</u>	<u>120 hours plus 8 hours per year up to a maximum of 200 hours</u>

Section 2. Unused Days. An employee may accrue vacation leave to a maximum of ~~360~~ 280 hours, but only 80 hours may be carried from one calendar year into the next calendar year. Up to, not to exceed forty (40) hours of vacation time that exceeds the maximum 80 hours carry over may be paid out to the employee on the last payroll period of the year.

Section 23. When taken. Vacation leave may be used as earned, subject to approval by the employee's supervisor and a City's personnel committee member regarding the time at which it may be taken. The City shall make reasonable efforts to schedule vacations greater than a five-day period as requested by employees. Vacation periods shall be set with due regard to the seniority of the employee, the preferences of the employee and the need for efficient and uninterrupted operation of the City and with due regard for critical periods for that employee or his/her job; provided that the final right to designate vacation rights is retained by the City in order to ensure the orderly operation of the City.

Section 34. Terminal Leave. Any employee leaving the City in good standing after giving a minimum of two (2) weeks' notice of termination of employment, shall be compensated for vacation leave accrued and unused to the date of separation with a maximum of 360 hours accrued and unused vacation leave.

Section 5. Pay or Comp Time. Employees will have the option of time and a half (1 ½) pay or time and a half (1 ½) compensatory time off. Employees will have the ability to accrue a maximum of 40 hours compensatory time off. Any hours exceeding the

maximum amount will be paid as overtime on the Employee's paycheck. Any compensatory time hours not used by November 30th will be paid out on the last pay period of the year.

ARTICLE 11 HOLIDAYS

All employees who have been in the employment of the City of Emily for more than thirty (30) days shall be entitled to the following holidays:

1.	January 1	New Year's Day
2.	3 rd Monday in January	Martin Luther King day
3.	3 rd Monday in February	Washington's and Lincoln's Birthday
4.	Last Monday in May	Memorial Day
<u>5.</u>	<u>June 19</u>	<u>Juneteenth</u>
<u>5-6.</u>	<u>July Fourth</u>	<u>Independence Day</u>
<u>6-7.</u>	<u>1st Monday in September</u>	<u>Labor Day</u>
<u>7-8.</u>	<u>November 11</u>	<u>Veterans' Day</u>
<u>8-9.</u>	<u>4th Thursday in November</u>	<u>Thanksgiving Day</u>
<u>9-10.</u>	<u>4th Friday in November</u>	<u>Day after Thanksgiving</u>
<u>11.</u>	<u>December 24</u>	<u>Christmas Eve</u>
<u>10-12.</u>	<u>December 25</u>	<u>Christmas Day</u>
<u>11-13.</u>	<u>Floater</u>	<u>Employee's Choice</u>

All full-time employees and regular part-time employees are entitled to time off with full pay on holidays. The City shall be closed for business on each such holiday, but employees may be required to work on paid holidays when the nature of their duties or other conditions require. Work performed on the above-mentioned holidays shall be compensated at one and one-half (1 ½) times the hourly rate plus Holiday pay which will be equivalent in hours to the employee's regularly assigned workday. An employee required to work on a holiday shall have the choice to receive pay or time off at one day and one half (1 ½).

When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Sunday, the following Monday is a paid holiday, and if any such day falls on Saturday, the preceding Friday is a holiday. Each holiday commences at the beginning of the first shift on the day on which the holiday occurs and continues for 24 hours thereafter.

Eligible employees shall receive pay for official holidays at their normal rate of pay.

ARTICLE 12 SICK LEAVE

Section 1. Amount. Every probationary, full time and part time employee is entitled to sick leave with pay at the rate of 4 hours for each calendar month of employment. Sick leave may be accumulated to a maximum of 480 hours. In the event of termination of

employment, every employee will receive a lump sum payment for all accrued sick time to a maximum of 240 hours.

Section 2. Purposes. Sick leave may be granted to employees, not on personal leave, when the employee is unable to perform work duties due to illness, disability, the necessity for medical, dental or chiropractic care, childbirth or pregnancy disability, the exposure to contagious disease where such exposure may endanger the health of others the employee would come in contact within the course of performing work duties. If you are absent more than five (5) days and or a pattern of days should occur you will be required to have a doctor's notice; report to the employee's supervisor and a City personnel committee member. In the event sick leave is requested, the employee must report to the City's personnel committee member and employee supervisor for approval.

Section 3. ESST. The City agrees to comply or exceed with Minnesota ESST, (Statute §181.9445 - §181.9448) which was implemented January 1, 2024. If any definitions covered in this article are restrictive of the protections or rights provided by Minn. §181.9445 - §181.9448, then the City will adhere to the provisions of the Minnesota Statute listed above.

Section 4. Minnesota Paid Family and Medical Leave Act. Beginning January 1, 2026, the City shall contribute the full cost of Minnesota Paid Family and Medical Leave premiums (Statute §268.14).

ARTICLE 13 LEAVES OF ABSENCE

Section 1. Funeral Leave. Funeral leave may also be granted for a maximum of 40 hours with pay for the death of an employee's immediate family or household members. Immediate family is intended to include an employee's spouse, child, sibling, step sibling, parent, stepparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Additional funeral leave may also be granted for a maximum of three days for other circumstances as approved by the City if it is not possible to approve this at a regular meeting of the City. Said additional funeral leave shall be treated as sick leave. Funeral leave shall not be cumulative.

Section 2. Jury or Witness Duty. When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between his/her regular pay and the amount received as a juror or witness.

Section 3. Military Guard Duty. Every employee to whom Minnesota Statutes Section 192.26 or 192.261, or the U.S.C.A., Title 38, section 2021 applies is entitled to benefits those sections list, subject to the conditions in the law.

Section 4. Leaves Without Pay. The City may grant any employee a leave of absence without pay for a period not exceeding ninety (90) days except that it may extend such leaves to a maximum period of one year in case the employee is disabled or where extraordinary circumstances, in its judgment warrant such extension. No employment benefits including without limitations vacation benefits or sick leave benefits, shall accrue during a leave of absence without pay or on unpaid leave. The employee must notify a personnel committee member and the employee's supervisor when any amount of leave without pay is taken.

Section 5. Parental Leave. An employee who works 20 or more hours per week and has been employed more than one year is entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed six weeks, and must begin not more than six weeks after the birth or adoption of the child. The employee is entitled to return to work at the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the leave.

**ARTICLE 14
HEALTH AND WELFARE INSURANCE**

Section 1. Health and Welfare. The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund (Health and Welfare Fund). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions. All permanent/fulltime employees, working a minimum of 32 hours per week, shall be eligible for health insurance, provided by the City, 180 (one hundred eighty) days after appointment.

The City will contribute up to a maximum of:

- ~~2022: One thousand fifty-seven dollars and fifty cents (\$1,057.50)~~
- ~~2023: One thousand one hundred seven dollars and fifty cents (\$1,107.50)~~
- ~~2024: One thousand one hundred fifty-seven dollars and fifty cents (\$1,157.50)~~
- ~~2025: One thousand two hundred seven dollars and fifty cents (\$1,207.50)~~
- ~~2026: One thousand two hundred fifty-seven dollars and fifty cents (\$1,257.50)~~
- ~~2025: One thousand three hundred seven dollars and fifty cents (\$1,307.50)~~

per month, per employee, for insurance coverage after which any increased cost will be shared equally by the employer and by the employee.

<u>Monthly Insurance Contribution Example</u>				
<u>2024 Monthly Bargaining Rate Premium Amount</u>	<u>Employer Monthly Contribution Max</u>	<u>Remaining Balance</u>	<u>Remaining Balance Employer Shared Cost</u>	<u>Remaining Balance Employee Shared Cost</u>
<u>\$1,475.00</u>	<u>\$1,157.50</u>	<u>\$317.50</u>	<u>\$158.75</u>	<u>\$158.75</u>

The City of Emily will participate in the Operating Engineers Local No. 49 Health and Welfare Fund. Employees eligible are those individuals who are members of the Operating Engineers Local No. 49 and those employees who are covered under the bargaining unit. Temporary summer help is exempt from this Article. The benefit fund is paid on a monthly basis. Upon any employee in this unit terminating his/her employment or going into retirement, the City of Emily will pro-rate and withhold any monies that have been paid for his or her insurance coverage beyond employee termination or retirement date from their last payroll earnings including any fringe benefits due and owing said employee upon termination. The City will withhold the amount equal to the employee's cost share as per ~~current~~the current agreement.

Section 2. Life Insurance. The City will provide permanent full-time employees with term life insurance coverage in the amount of thirty-five thousand dollars (\$35,000.00). The premium for such coverage shall be paid by the employer.

ARTICLE 15 DISCRIMINATION

Section 1. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to persons with disabilities, race, color, creed, sex, national origin, religion or political affiliation. This contract shall comply with the Americans with disabilities Act. During the process to identify a reasonable accommodation, the employee has the right to have union representation, if he/she so chooses. The Union and the employees covered by this agreement shall share equally with the City the responsibilities established by this Article.

Section 2. The Union recognizes its responsibility as the exclusive representative and bargaining agent and agrees to represent all employees in the City except those excluded by law, without interference, discrimination, restraint or coercion.

Section 3. The Employer shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this agreement. The Union shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union and will not discriminate against any employee in the administration of the agreement because of non-membership in the Union.

ARTICLE 16 HOURS OF EMPLOYMENT

Section 1. While the regular day shall consist of eight (8) hours per day and the regular work week shall consist of the weekly hours set by the Employer, nonetheless, all employees shall perform their regular duties when required to do so by proper authority, should the work day or work week require additional hours in order to perform the functions of the department.

Permanent part time employees. Employees working fourteen (14) hours or more per week shall be covered by this agreement and be part of the bargaining group with all benefits being prorated accordingly.

At the discretion of the City Council or Supervisor. ~~the~~ regular work week shall be from Monday through Friday. ~~Full-time~~ Full-time maintenance employees will work ~~five (5) eight-hour~~ ~~four (4) nine (9) hour~~ days from 7:00 a.m. to ~~3:30~~ 4:30 p.m. Monday through ~~Friday~~ Thursday. Friday will be a four (4) hour workday from 7:00 a.m. to 11:00 a.m. Compensation for overtime shall be at the rate of one and one-half (1 ½) times the employee's regular hourly rate and shall be paid after ~~eight (8)~~ nine (9) hours per day (Monday through Thursday); after four (4) hours (Friday) or forty (40) hours per week.

In all classifications when full-time work is available, the senior qualified employee shall be given the first opportunity to work the full week if the senior employees are available. There shall be no discrimination in favor of junior employees. This shall operate within the classification only. "Full-time" work shall be construed to mean the regular work week or day as defined in this Article.

The office hours for the City Clerk shall be 8:00 am to 4:30 pm, Monday through Wednesday, and 8:00 am to 12:00 pm Thursday and Friday.

The City agrees that insofar as practicable, overtime shall be divided as equally as possible between regular employees in a classification and that it will use its best efforts to do so.

Call Backs. If an employee is called back to work, he/she shall be paid two (2) hours' pay at the applicable rate of pay for such call back, or for actual time spent if such time is in excess of two (2) hours.

Paydays. The pay schedule shall be administered bi-weekly on Wednesday.

Section 2. Rest or Break Periods. Every regular employee, when working under conditions where a break or rest period is practical, shall be granted one (1) fifteen minute break during each half of the employee's shift, in addition to one (1) half hour unpaid break for lunch. The department head shall schedule rest or break periods so as not to interfere with work requirements.

ARTICLE 17

REPAIRABILITY AND SAVINGS CLAUSE

Section 1. This agreement is subject to the laws of the United States, the State of Minnesota and the City of Emily.

Section 2. If any Article or Section of the Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 18 WAGES

Section 18.1 Wages

CLASSIFICATIONS	1/1/21	1/1/22 INCREASE	1/1/22	1/1/23 INCREASE	1/1/23	1/1/24 INCREASE	1/1/24
Maintenance Supervisor	\$28.76	\$0.60	\$29.36	\$0.60	\$29.96	\$0.60	\$30.56
Maintenance Worker	\$25.38	\$0.60	\$25.98	\$0.60	\$26.58	\$0.60	\$27.18
City Clerk	\$30.47	\$0.60	\$31.07	\$0.60	\$31.67	\$0.60	\$32.27
Deputy Clerk	\$21.19	\$0.60	\$21.79	\$0.60	\$22.39	\$0.60	\$22.99

CLASSIFICATIONS	1/1/24	1/1/25 INCREASE	1/1/25	1/1/26 INCREASE	1/1/26	1/1/27 INCREASE	1/1/27
Maintenance Supervisor	\$30.56	\$1.05	\$31.61	\$1.10	\$32.71	\$1.15	\$33.86
Maintenance Worker	\$27.18	\$1.05	\$28.23	\$1.10	\$29.33	\$1.15	\$30.48
City Clerk	\$32.27	\$1.05	\$33.32	\$1.10	\$34.42	\$1.15	\$35.57
Deputy Clerk	\$22.99	\$1.05	\$24.04	\$1.10	\$25.14	\$1.15	\$26.29

New employees will start at:

1. 80% of the rate shown above for year one (1).
2. 85% of the rate shown above for year two (2).

3. 90% of the rate shown above for year three (3).
4. 95% of the rate shown above for year four (4).
5. 100% of the rate shown above for year five (5).

The employer reserves the right to start a new hire at up to 90% of the rate shown above. All pay increases will be effective on the employee's date of hire (first day of work) anniversary, in accordance to the rates defined above.

Section 2. All work performed on Saturday or Sunday, excluding holidays, will be paid at one and one-half (1 ½) times the regular rate of pay for full time employees.

Section 3. Full-time Maintenance Department employees shall be reimbursed for up to three hundred dollars (\$300.00) per person per year for the purchase of clothing/boots upon submission of completed Mileage/Expense Form with receipt(s).

ARTICLE 19 LONGEVITY

Longevity pay is based on a maximum of two thousand eighty hours (2,080) per year/or less, and will be based on the following schedule:

After 5 years - \$0.05 (payable at end of year 5 prorated from anniversary date to November 30.)

Thereafter, an increase of an additional one cent (\$0.01) per year of employment. (i.e. 6 years = \$0.06, 7 years = \$0.07 etc.)

Compensation for longevity will be paid on December 1 of the given year.

ARTICLE 20 GENERAL

Section 1. The City may authorize travel at City expense for the effective conduct of the City's business. Such authorization may be granted prior to the incurrence of the actual expense. Employees affected under this Article shall be reimbursed for such expenses that had been authorized by the City in accordance with the terms of this Article.

Mileage is to be paid at the Federal rate.

Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging.

Maximum reimbursement for meals, including tax and gratuity, shall be:

Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$15.00

An employee eligible for all three (3) meals may combine the reimbursements for one (1) meal charge of up to thirty-seven dollars and fifty cents (\$37.50). Employees shall be required to provide receipts ~~en for being reimbursed for meal allowances~~ reimbursement.

Section 2. Employees are entitled to up to sixteen (16) hours of unpaid leave during any school year to attend a school conference or classroom activity related to the employees' child, provided that the conference or classroom activity cannot be scheduled during non-work hours. The employee shall provide at least a two (2) week advance notice of such unpaid leave and shall make reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the City if the leave cannot be scheduled during non-work hours and the need is foreseeable.

**ARTICLE 21
DURATION OF AGREEMENT**

This agreement shall be effective January 1, 202~~2~~5 and shall continue in full force and effect through December 31, 202~~4~~7. This agreement shall automatically renew itself thereafter until and unless either party, at least one hundred fifty (150) days prior to termination of this contract, notifies the other party in writing of its desire to modify or change the agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 202~~4~~5.

For:
CITY OF EMILY

For:
I.U.O.E. LOCAL NO. 49

Tracy Jones, Mayor

Jason George, Bus. Manager and
Financial Secretary

Gary Hanson, Council Member
Business

~~William Bentley~~ Dan Revier, Area
Representative

CHAPTER 92: ANIMALS

Section

- 92.01 Definitions
- 92.02 Dogs and cats
- 92.03 Wild or exotic non-domesticated animals
- 92.04 Farm animals
- 92.05 Abandonment
- 92.06 Impounding
- 92.07 Commercial kennels, hobby kennels, and/or boarding facilities
- 92.08 Notices
- 92.09 Nuisances
- 92.10 Trespasses
- 92.11 Seizure of animals
- 92.12 Animals presenting a danger to health and safety of city
- 92.13 Diseased animals
- 92.14 Regulation of dangerous dogs
- 92.15 Dangerous animal requirements
- 92.16 Basic care
- 92.17 Interference with officers
- 92.18 Unlawful acts

- 92.99 Penalties

§ 92.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANIMAL. Any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as part of the animal kingdom. Animals shall be classified as follows:

- (1) **CAT.** Shall be intended to mean both the male and female of the Felidae species commonly accepted as domesticated household pets.
- (2) **DOG.** Shall be intended to mean both the male and female of the canine species, commonly accepted as domesticated household pets, and other domesticated animals of a dog kind. Any non-domestic animal must meet state guidelines and the owner must receive approval from the City.

(3) Under competent voice control when an animal is engaged in a recognized animal activity or form of training requiring that it not be physically confined.

§ 92.02 DOGS AND CATS.

(A) *Running at large prohibited.* It shall be unlawful for any person, or the parents or the guardians of any such person under 18 years of age, who owns, harbors, or keeps a dog or cat, to allow the dog or cat to run at large. Dogs or cats must be restrained by a responsible person and shall be permitted on streets, sidewalks, trails or on other public land unless the city has posted an area with signs reading "Dogs or Cats Prohibited."

(B) *Animals per residence.* It shall be unlawful for any owner residing on less than two acres to possess or maintain more than three animals, dogs/cats or any combination thereof, over the age of 90 days at his, her or their residence or any single unit of occupancy within city limits.

(C) *License required.*

(1) All dogs/cats over the age of four months kept, harbored, or maintained by their owners in the city, shall be licensed and registered with the city. Animal licenses shall be issued by the city upon payment of the annual license fee. The annual license fee shall be set in the Fee Schedule Ordinance on file in the city offices. The owner shall state, at the time application is made for the license and upon forms provided for such purpose, his or her name and address and the name, breed, color, and sex of each dog/cat owned or kept by him or her. No license shall be granted for a dog/cat which has not been vaccinated against rabies, as provided in this section. Vaccination shall be performed only by a doctor qualified to practice veterinary medicine in the state in which the dog/cat is vaccinated. A veterinarian who vaccinates a dog/cat to be licensed in the city shall complete a certificate of vaccination. One copy shall be issued to the dog/cat owner for affixing to the license application. An applicant for a license for a neutered dog/cat shall sign an affidavit indicating that the dog/cat has been neutered and shall give the date of the operation.

(2) It shall be the duty of each owner of a dog/cat subject to this section to pay to the city the license fee as set forth in the Fee Schedule Ordinance on file in the city offices.

(3) Upon payment of the license fee, the city shall issue to the owner a license certificate and metallic tag for each dog/cat licensed. The tag shall have stamped the number corresponding with the number on the certificate. Every owner shall be required to provide each dog/cat with a collar to which the license tag must be affixed, and shall see that the collar and tag are constantly worn. In case an animal tag is lost or destroyed, a duplicate shall be issued by the city upon the presentation of a receipt showing the payment of the license fee, as set forth in the Fee Schedule Ordinance on file in the city offices, for the then current license year and after payment by the applicant of the fee as set forth in the Fee Schedule Ordinance for issuance of the duplicate license. Animal tags shall not be transferable from one dog/cat to another and no refunds shall be made on any animal license fee or tag because of death of a dog/cat or the owner's leaving the city before the expiration of the license period. It is unlawful to counterfeit or attempt to counterfeit tags provided for herein, or to take from any dog/cat a tag legally placed upon it by its owner with the intention of placing it upon another dog/cat.

(4) The licensing provisions of this division shall not apply to dogs/cats whose owners are non-residents temporarily within the city (not more than 30 days), nor to dogs/cats brought into the city for the purpose of participating in any dog/cat show. Further, this provision shall not apply to "seeing eye" dogs properly trained for the purpose of providing service to persons with disabilities to aid them in going from place to place provided that a certification of assistance training from a recognized school or program is submitted with the license application.

(5) The funds received by the city from all animal licenses and metallic tags shall first be used to defray any costs incidental to the enforcement of this section; including, but not restricted to, the costs of licenses, metallic tags, and impounding and maintenance of the dogs/cats.

(3) **DOMESTIC ANIMALS.** Those animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, guinea pigs, ferrets (if vaccinated against rabies), domesticated rabbits, domesticated rats, fish and non-venomous reptiles or amphibians and other similar animals.

(4) **WILD or EXOTIC NON-DOMESTICATED ANIMALS.** Those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety, and welfare of people. Unless otherwise defined, such animals shall include:

(a) Any member of the large cat family (family Felidae) including lions, tigers, cougars, bobcats, leopards and jaguars, but excluding commonly accepted domesticated house cats.

(b) Any naturally wild member of the canine family (family Canidae) including wolves, foxes, coyotes, dingoes, and jackals, but excluding commonly accepted domesticated dogs.

(c) Any crossbreeds such as the crossbreed between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet.

(d) Any member or relative of the rodent family including any skunk (whether or not de-scented), raccoon, squirrel, or ferret (unless vaccinated against rabies), but excluding those members otherwise defined as domesticated pets.

(e) Any venomous, or inherently dangerous member of the reptile or amphibian families as well as crocodiles and alligators.

(f) Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this section, including but not limited to bears, deer, monkeys and game fish.

(3) **FARM ANIMALS.** Those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, roosters, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch, or stable.

AT LARGE. Shall be intended to mean off the premises of the owner and not under the custody and control of the owner or other person, either by restraint, cord, or chain.

ENFORCEMENT OFFICER or OFFICER. The Animal Control Officer, members of the Emily Police Department, and/or the city appointed authority for the city who shall enforce the provisions of this section. The duties of the Enforcement Officer are as follows:

(1) Capture, seize and deliver to any designated pound any animal running at large within the city.

(2) Investigate all reported incidents wherein a dog has bitten a person and confirm that said animal is quarantined as required herein.

(3) Such other matters as may be prescribed by the City Council, Police Chief or designee.

OWNER. Shall be intended to mean any person or persons, firm, association or corporation owning, keeping, or harboring an animal.

RESTRAINT.

(1) Physical confinement such as; by leash, chain, cable, fence, electronic control, or building;

(2) Under competent voice control of a person who is physically present with an animal when that animal is on the property of the owner; or

(6) Any dogs/cats brought into the city must be properly licensed within 30 days of having been moved into the city.

(D) *Cats.* Cats shall be included as controlled by this section insofar as licensing, running-at-large, pickup, impounding, boarding and proof of vaccine is concerned. All other provisions of this section, shall also apply to cats unless otherwise provided.

(E) *Vaccination.*

(1) All dogs and cats kept harbored, maintained, or transported within the city shall be properly immunized by a licensed veterinarian for:

Rabies	A properly administered vaccine by a licensed veterinarian with a documented expiration date
--------	--

(2) A certificate of vaccination must be kept, on which is stated the date of vaccination, owner's name and address, the animal's name (if applicable), sex, description and weight, the type of vaccine, and the veterinarian's signature. Upon demand made by the Enforcement Officer, the owner shall present for examination the required certificate(s) of vaccination for the animal(s). In cases where certificates are not presented, the owner or keeper of the animal(s) shall have seven days in which to present the certificate(s) to the city. Failure to do so shall be deemed a violation of this section.

(3) Any animal covered by this subdivision found off the owner's premises and not wearing a valid rabies vaccination tag shall be impounded. Any unvaccinated animal that is so impounded may be reclaimed by its owner by payment of the prescribed pound fees and compliance with the rabies vaccination requirement of this section, proof of which shall be furnished to the city within 72 hours of its release from the pound.

Penalty, see § 92.99

Editor's note:

For any fees or costs associated with a licenses, see the ordinance adopting a schedule of fines and fees on file in the city offices.

§ 92.03 WILD OR EXOTIC NON-DOMESTICATED ANIMALS.

It shall be legal for any person to own, possess, or harbor any wild or exotic non-domesticated animal with proper permits within the city limits, but illegal to offer for sale. Any owner of such an animal at the time of adoption of this section shall have 30 days in which to remove the animal from the city after which time the city may impound the animal as provided for in this section. An exception shall be made to this prohibition for animals specifically trained for and actually providing assistance to the handicapped or disabled, and for those animals brought into the city as part of an operating zoo, veterinarian clinic, scientific research laboratory, education or training event, or a licensed show or exhibition, and meet state guidelines, including the owner must receive approval from the city.

§ 92.04 FARM ANIMALS.

Farm animals shall only be kept in zoning districts if permitted under the city zoning ordinance. An exception shall be made to this Section for those animals brought into the city as part of an operating zoo, veterinarian clinic, scientific research laboratory, or a licensed show or exhibition.

Penalty, see § 92.99

§ 92.05 ABANDONMENT.

No person shall abandon any dog/cat or other animal within the boundaries of the city.

Penalty, see § 92.99

§ 92.06 IMPOUNDING.

(A) *Running at large.* Any animal running at large is hereby declared a public nuisance. The Enforcement Officer may impound any dog or other animal found running at large and shall give notice of the impounding within 24 hours to the owner of such dog or other animal, if known. Except as otherwise provided in this section, it shall be unlawful to kill, destroy, or otherwise cause injury to any animal, including dogs and cats running at large, with the exception of animals being hunted during a lawful hunting season.

(B) *Biting animals.*

(1) *Person bitten by animal.* Any animal that has not been inoculated by a current rabies vaccine administered by a licensed veterinarian and which has bitten any person, wherein the skin has been punctured or the services of a doctor are required, may be confined in an appropriate location for a period of not less than ten days, at the expense of the owner. The animal may be released at the end of such time if healthy and free from symptoms of rabies, and by the payment of all costs by the owner. However, if the owner of the animal shall elect immediately upon receipt of notice of need for such confinement by the Officer to voluntarily and immediately confine the animal for the required period of time in a veterinary hospital of the owner's choosing, not outside of the county in which this city is located, and provide immediate proof of such confinement in such manner as may be required, the owner may do so. If, however, the owner has proof of the vaccination by a certificate from a licensed veterinarian, the owner may confine the dog or other animal to the owner's property.

(2) *Animal bitten by rabid animal.*

(a) *Unvaccinated animals.* In the case of animals which have not been vaccinated in accordance with this section which have been bitten by a known rabid animal, said animal shall be euthanized upon the written consent of the owner. If the owner is unwilling to have the bitten animal euthanized, strict isolation of the animal in a kennel under veterinarian supervision shall be required. The owner of the animal shall bear the expense of same.

(b) *Vaccinated animals.* If the bitten animal is vaccinated in accordance with the provisions of this section, the animal shall be held as follows:

1. The animal shall immediately be revaccinated and confined at the owner's home for a period of 30 days following revaccination; or

2. If the animal is not immediately revaccinated, the animal shall be confined in strict isolation in a kennel for six months under the supervision of a veterinarian.

3. *Euthanasia.* In either situation noted in this subdivision, if the veterinarian determines that the bitten animal is rabid, said animal shall be euthanized.

(C) *Reclaiming.* All animals conveyed to the impoundment location shall be kept, with humane treatment and sufficient food and water for their comfort, at least seven days after the animal is taken into custody, unless reclaimed sooner by their owners or keepers as provided by this section. In case the owner or keeper shall desire to reclaim the animal from the pound, the following shall be required:

(1) If a dog is unlicensed, payment of a regular license fee and valid certificate of vaccination for rabies is required.

(2) Payment of all fees accumulated including, but not limited to, expenses incurred by the animal shelter, including impound fees, boarding of dog/cat, any necessary veterinary treatment, and rabies vaccination if said dog/cat is not current.

(D) *Unclaimed animals.* At the expiration of the times established in division (C), if the animal has not been reclaimed in accordance with the provisions of this section, the Officer appointed to enforce this section may let any person claim the animal by complying with all provisions in this section, or cause the animal to be destroyed in accordance with the provisions of this section.

§ 92.07 COMMERCIAL KENNELS, HOBBY KENNELS, AND/OR BOARDING FACILITIES.

(A) *Compliance with Minnesota Statutes.* All commercial kennels, hobby kennels, and/or boarding facilities shall be operated in accordance with Minnesota Statutes.

(B) *Animal boarding facility.* An establishment that houses animals, other than those belonging to the occupant, overnight or over an extended period of time.

(C) *Definition of KENNEL.* The keeping of three or more dogs on the same premises, whether owned by the same person or not and for whatever purpose kept, shall constitute a **KENNEL**; except that a fresh litter of pups may be kept for a period of three months before that keeping shall be deemed to be a **KENNEL**.

(D) *Kennel as a nuisance.* Because the keeping of three or more dogs on the same premises is subject to great abuse, causing discomfort to persons in the area by way of smell, noise, hazard, and general aesthetic depreciation, the keeping of three or more dogs on the premises is hereby declared to be a nuisance and no person shall keep or maintain a kennel within the city.

§ 92.08 NOTICES.

The City Clerk/Treasurer shall cause a notice to be published in the official newspaper of the city one time prior to June 1 each year.

§ 92.09 NUISANCES.

(A) *Habitual barking/noise.* It shall be unlawful for any person to keep or harbor a dog that habitually barks, yelps, howls, cries or whimpers so as to unreasonably disturb the peace and quiet of any person in the vicinity. The phrase "unreasonably disturb the peace and quiet" shall include but is not limited to the creation of any noise by a dog that can be heard by any person, including the Enforcement Officer for repeated intervals of at least three minutes with less than one minute of interruption. Such noise must also be audible off of the owner's or caretaker's premises.

(B) *Damage to property.* It shall be unlawful for any person's dog or other animal to damage any lawn, garden, or other property, whether or not the owner has knowledge of the damage. Any animal covered by this division may be impounded as provided in this section or a complaint may be issued by anyone aggrieved by an animal under this subdivision, against the owner of the animal for prosecution under this section.

(C) *Cleaning up litter/feces.* The owner of any animal or person having the custody or control of any animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner whether on their own property, on the property of others or on public property. The clean-up of feces on the animal owner's property shall not exceed 72 hours from May 1 through October 31 and once per week from November 1 through April 30. The clean-up of feces on the property of others or public property shall be immediate. Any person violating this section shall be punished with a fine as set forth in the Fee Schedule Ordinance on file in the city offices.

(D) *Other.* Any animals kept contrary to this section are subject to impoundment as provided in this section.

Penalty, see § 92.99

§ 92.10 TRESPASSES.

(A) It is unlawful for any person to herd, drive, or ride any farm animal or domesticated animal over and upon any grass, turf, boulevard, city park, cemetery, garden, or lot without specific permission from the owner of the property.

(B) It is unlawful for any person to permit any farm animal or domesticated animal to go upon any grass, turf, boulevard, cemetery, garden, or lot without the specific permission to do so from the owner of the property.

Penalty, see § 92.99

§ 92.11 SEIZURE OF ANIMALS.

Any Enforcement Officer may enter upon private property and seize any animal provided that the following exists:

(A) There is an identified complainant other than the Enforcement Officer making a contemporaneous complaint about the animal;

(B) The Officer reasonably believes that the animal meets the criteria for cruelty set out in § 92.16; or the criteria for an at large animal set out in § 92.02(A);

(C) The Officer can demonstrate that there has been inhumane treatment of the animal; or that the animal was at large at this address on a prior date;

(D) The Officer has made a reasonable attempt to contact the owner of the property and those attempts have either failed or have been ignored;

(E) The seizure will not involve the forced entry into a private residence. Use of a pass key obtained from a property manager, landlord, innkeeper, or other authorized person to have such key all not be considered unauthorized entry; and

(F) Written notice of the seizure is left in a conspicuous place if personal contact with the owner of the dog is not possible.

§ 92.12 ANIMALS PRESENTING A DANGER TO HEALTH AND SAFETY OF CITY.

If, in the reasonable belief of any person or Enforcement Officer, an animal presents an immediate danger to the health and safety of any person, or the animal is threatening imminent harm to any person, or the animal is in the process of attacking any person, the Officer may destroy the animal in a proper and humane manner. Otherwise the person or Officer may apprehend the animal and deliver it to the pound for confinement under § 92.06. If the animal is destroyed, a charge as set forth in the Fee Schedule Ordinance on file in the city offices, to dispose of the animal is payable by the owner of the animal. If the animal is found not to be a danger to the health and safety of the city, it may be released to the owner or keeper in accordance with § 92.06(C).

§ 92.13 DISEASED ANIMALS.

(A) *Running at large.* No person shall keep or allow to be kept on his or her premises, or on premises occupied by them, nor permit to run at large in the city, any animal which is diseased so as to be a danger to the health and safety of the city, even though the animal be properly licensed under this section.

(B) *Confinement.* Any animal reasonably suspected of being diseased and presenting a threat to the health and safety of the public, may be apprehended and confined in the pound by the owner or Enforcement Officer. The Officer shall have a qualified veterinarian examine the animal. If the animal is found to be diseased in such a manner so as to be a danger to the health and safety of the city, the Officer shall cause such animal to be painlessly killed and shall properly dispose of the remains. The

owner or keeper of the animal killed under this section shall be liable for all costs of maintaining and disposing of the animal, plus the costs of any veterinarian examinations.

(C) *Release*. If the animal, upon examination, is not found to be diseased within the meaning of this section, the animal shall be released to the owner or keeper free of charge.

§ 92.14 REGULATION OF DANGEROUS DOGS.

(A) *Definition of DANGEROUS DOG*. The definition of a **DANGEROUS DOG** shall be taken from M.S. §§ 347.50 to 347.56, as those statutes may be amended from time to time, which are hereby adopted and incorporated by reference into the City Code. The Enforcement Officer, or designee, shall have the authority to order the euthanasia of a dangerous dog meeting the criteria established in state statute, subject to the procedure set forth herein.

(B) *Proper enclosure*. Proper enclosure means securely confined indoors or in a securely locked outdoor pen or structure suitable to prevent the dog from escaping and to provide protection for the animal from the elements. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the animal from exiting.

(C) *Unprovoked*. Unprovoked shall mean the condition in which the animal is not purposely excited, stimulated, agitated, or disturbed.

(D) *Procedure/hearing*. The procedure to seize an animal that appears to be dangerous shall be as follows:

(1) Notify the owner, by registered mail that the animal appears to be dangerous. The notice shall specify the dates, times, places and parties or animals bitten. Said notice shall also apprise the owner of the animal that he or she may request a hearing before the City Council by notifying the City Clerk/Treasurer within ten days after the receipt of the notice.

(2) If the owner does not request a hearing within 14 days of said notice, the Enforcement Officer shall immediately take possession of the animal and euthanize the same.

(3) If the owner of the animal requests a hearing as to the dangerous nature of the animal, the City Clerk/Treasurer shall place the matter before the City Council at its next regular meeting. The owner may present evidence in opposition to the designation of the animal as dangerous. The Enforcement Officer shall present evidence to the City Council that supports the determination that the animal is dangerous. Following the hearing, the Council shall make a determination of the facts and issue an order as to whether or not said animal is properly characterized as dangerous. If the Council determines that the animal is dangerous, it will then order the owner to deliver said animal to the Enforcement Officer for the purpose of euthanizing said animal, unless the owner provides an alternative proposal, acceptable to the City Council which may include the permanent removal of the animal from the city limits.

Editor's note:

For any fees or costs associated with a licenses, see the ordinance adopting a schedule of fines and fees on file in the city offices.

§ 92.15 DANGEROUS ANIMAL REQUIREMENTS.

(A) *Requirements*. If the City Council does not order the destruction of an animal that has been declared dangerous, the City Council may, as an alternative, order any or all of the following:

(1) That the owner provides and maintain a proper enclosure for the dangerous animal as specified in § 92.13(B);

(2) Post the front and the rear of the premises with clearly visible warning signs, including a warning symbol to inform children, that there is a dangerous animal on the property as specified in M.S. §§ 347.50 to 347.56, as it may be amended from time to time;

(3) Provide and show proof annually of public liability insurance in the minimum amount of \$300,000;

(4) If the animal is a dog and is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or restraint (not to exceed six feet in length) and under the physical restraint of a person 18 years of age or older. The muzzle must be of such design as to prevent the dog from biting any person or animal, but will not cause injury to the dog or interfere with its vision or respiration; and

(5) The owner must annually license dangerous and potentially dangerous dogs with the city and must license a newly declared dangerous or potentially dangerous dog within 14 days after notice that a dog has been declared dangerous or potentially dangerous. Regardless of any appeal that may be requested, the owner must comply with the requirements of M.S. § 347.52(a) and (c), as it may be amended from time to time regarding proper enclosures and notification to the city upon transfer or death of the dog, until and unless a hearing officer or court of law reverses the declaration.

(6) Any or all additional requirements permitted under M.S. § 347.50 to 347.56, as it may be amended from time to time.

(B) *Seizure.* The Enforcement Officer shall immediately seize any dangerous animal if the owner does not meet any of the above requirements imposed by the City Council within 14 days after the date notice is sent to the owner that the animal is dangerous.

(C) *Reclaiming dangerous animals.* A dangerous animal seized under division (B), above, may be claimed by the owner of the animal upon payment of impounding and boarding fees, and presenting proof to Enforcement Officer that each of the requirements under division (A), above, is fulfilled. An animal not reclaimed under this section within 14 days may be disposed of as provided under § 92.06 and the owner is liable to the city for all costs incurred in confining the animal and having the animal destroyed including, but not limited to, reimbursement of all of the city's legal fees and court costs.

(D) *Subsequent offenses.* If an owner of an animal has subsequently violated the provisions under § 92.14 with the same animal, the animal must be seized by the Enforcement Officer. The owner may request a hearing as provided for in § 92.14. If the owner is found to have violated the provisions for which the animal was seized, the Enforcement Officer shall order the animal destroyed in a proper and humane manner and the owner shall pay the costs of confining, impounding and destroying the animal. If the person is found not to have violated the provisions for which the animal was seized, the owner may reclaim the animal under the provisions of § 92.15(C). If the animal is not yet reclaimed by the owner within 14 days after the date the owner is notified that the animal may be reclaimed, the animal may be disposed of as provided under § 92.06 and the owner is liable to the animal control for the costs incurred in confining, impounding and destroying of the animal.

Penalty, see § 92.99

§ 92.16 BASIC CARE.

All animals shall receive from their owners or keepers kind treatment, housing in the winter, and sufficient food and water for their comfort. Any person not treating their pet in such a humane manner will be subject to the penalties provided in this section.

§ 92.17 INTERFERENCE WITH OFFICERS.

No person shall in any manner molest, hinder, or interfere with any person authorized by the Council to capture dogs, cats or other animals and convey them to the pound while engaged in such

operation. Nor shall any unauthorized person break open the pound, or attempt to do so, or take or attempt to take from any agent any animal taken up by him or her in compliance with this section, or in any other manner to interfere with or hinder such officer in the discharge of his or her duties under this section.

Penalty, see § 92.99

§ 92.18 UNLAWFUL ACTS.

It is unlawful for the owner of any domestic animal to violate the provisions of this section or (1) to own or keep a domestic animal which is dangerous (any animal which has caused injury to persons or property shall be deemed "dangerous"); or (2) to interfere with the Animal Enforcement Officer, any Police Officer, or other city employee, in the performance of their duty to enforce this section; or (3) to allow their domestic animal to frequent school grounds, parks, or public beaches or to chase vehicles, or to molest or annoy any person away from the property of its owner or custodian, or to damage, defile or destroy public or private property.

Penalty, see § 92.99

§ 92.99 PENALTIES.

Unless otherwise provided herein, violation of this section shall constitute a misdemeanor. Violations of §§ 92.02, 92.08 and 92.16 are petty misdemeanors punishable by a fine of up to \$200.

POLICE DEPARTMENT

§ 33.65 POLICE DEPARTMENT CONTINUED.

(A) A Police Department is hereby continued. The City Council may at any time determine by resolution to discontinue the existence of a Police Department and provide for the enforcement of state laws and city ordinances by other means. The head of the Police Department shall be known as the Chief of Police and the number of additional members of the Police Department, together with their ranks and titles, shall be determined by the City Council by resolution. The compensation to be paid to members of the Police Department shall be as set forth in the Fee Schedule Ordinance as amended from time to time. Members of the Police Department shall be appointed by the City Council. Work schedules of members of the Police Department shall be established by the Chief of Police with the approval of the Council.

(B) All police officers shall meet the minimum standards for licensing as a peace officer as established by the Minnesota Peace Officers Standards and Training Board and have a current and valid peace officer license at the time of appointment. All police officers shall retain this license during their employment as a police officer with the city and will be subject to discharge if the license is suspended, revoked or becomes invalid for any reason. In addition, all police officers must have a valid Minnesota vehicle operator's license and must be insurable as a vehicle driver by the city's automobile insurance carrier.

(Ord., passed - -)

§ 33.66 CHIEF OF POLICE.

The Chief of Police shall have supervision and control of the Police Department and its members. The Chief of Police shall be responsible to the Council for law enforcement and for property of the city used by the Department. The Chief of Police shall be responsible for the proper training and discipline of the members of the Police Department. The Chief of Police shall be responsible for the keeping of adequate records and shall report to the City Council on the needs of the Police Department and its work. Every member of the Police Department is subordinate to the Chief of Police and shall obey the instructions of the Chief of Police and any superior officer. The City Council may designate one of the police officers as Acting Chief, who shall have all the powers and duties of the Chief of Police during the absence or disability of the Chief of Police. The compensation to be paid to the Chief of Police shall be as set forth in the Police Chief Employment Agreement as amended from time to time.

(Ord., passed - -)

§ 33.67 DUTIES OF POLICE.

Members of the Police Department are authorized to enforce the laws applicable to the city, bring violators before the court, and make complaints for offenses coming to their knowledge. Members of the Police Department are authorized to serve processes on behalf of the city and shall serve those notices as may be required by the City Council or other authority. When the city is not a party to the proceedings involved in the process or notice, the officer shall collect the same fees as provided by law. All fees shall be paid into the city treasury.

(Ord., passed - -)

§ 33.68 UNIFORM AND BADGE.

Each member of the Police Department shall, while on duty, wear a suitable badge and uniform furnished by the city, except that the Chief of Police may authorize the performance of specific duties while not in uniform. When a member terminates membership in the Police Department, the member shall immediately deliver to the city the badge, uniform and all other property of the city.

(Ord., passed - -)

§ 33.69 RESERVE OFFICERS.

(A) The Chief of Police may appoint, for a specified time, as many reserve officers as may be necessary. Reserve officers shall be subordinate to the Chief of Police. Under the provisions of M.S. § 626.84, Subd. 1(e), as it may be amended from time to time, a **RESERVE OFFICER** is an individual whose services are utilized by a law enforcement agency to provide supplementary assistance at special events, traffic or crowd control, and administrative or clerical assistance. A reserve officer's duties shall not include enforcement of the general criminal laws of the state, and the reserve officer does not have full powers of arrest or authorization to carry a firearm on duty.

(B) The Chief of Police, or City Council if there is no Police Chief, may appoint, for a specified time, as many parking enforcement officers pursuant to M.S. § 168B.035 Subd. 2, as it may be amended from time to time, as may be necessary. The parking enforcement officers shall be subordinate to the Chief of Police, if there is one, or the City Clerk. A **PARKING ENFORCEMENT OFFICER** is an individual whose services are utilized by a law enforcement agency to provide parking enforcement and administrative or clerical assistance. A parking enforcement officer's duties shall not include enforcement of the general criminal laws of the state, and the parking enforcement officer does not have full powers of arrest or authorization to carry a firearm on duty.

(Ord., passed - -)

§ 33.70 SPECIAL POLICE.

In case of riot or other law enforcement emergency, the Chief of Police may appoint for a specified time as many special police officers as may be necessary for the maintenance of law and order. During that term of appointment, the special police shall have only those powers and perform only those duties as shall be specifically assigned by the Chief of Police. Special police officers shall have only the authority to provide supplementary assistance at special events, traffic or crowd control, and administrative or clerical assistance. A special officer's duties do not include enforcement of the general criminal law of the state, and the officer does not have full powers of arrest.

(Ord., passed -)

§ 33.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Any person who violates any provision of §§ 33.01 through 33.08 of this chapter or any regulation adopted thereunder relating to acts, omissions or conduct other than official acts of city employees or officers is guilty of a misdemeanor.

(C) Any person convicted of violating § 33.31 of this chapter shall be guilty of a misdemeanor. The fine shall be defined in M.S. § 609.033, as it may be amended from time to time, and laws amendatory thereto.

(D) Any person convicted of violating any provision of § 33.53 of this chapter shall be guilty of a misdemeanor.

(Ord. 202, passed - -; Ord. 209, passed 9-10-1991)



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

October 4, 2024

RE: Emily Manganese Project Update – September 2024

In September, the Company completed the metallurgical testing and analysis of drilled samples at the Kemetco Research Inc. laboratory, located in Richmond, British Columbia. The results were reported in an Electric Metals press release on September 24, 2024 (<https://electricmetals.com/news-releases/>). Electric Metals reported that the Kemetco Research testing program successfully demonstrated the production of high-purity manganese sulfate monohydrate (HPMSM) from manganese samples recovered from the 2023 drill program at the Emily manganese deposit.

Highlights of Metallurgical Test Work included:

- Producing high-purity Manganese Sulfate Monohydrate (HPMSM),
- Leaching achieving manganese extraction rates exceeding 95%,
- Impurity Removal and Crystallization yielded HPMSM aimed for the battery-materials market, and
- The results from this test work provide a foundation for the future technical development.

The next phase of metallurgical work will focus on flowsheet development and further process optimization to advance towards a Scoping Study / Preliminary Economic Assessment.

The final flow sheet is still in optimization. The Kemetco work is expected to be completed with this work soon.

Environmental visits associated with site reclamation (regrowth in disturbed areas) will continue until revegetation is complete and plant growth have reached targets levels. The

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



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 2024 and 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

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:



**Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul , Minnesota 55101
651-201-7507**

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: MWNONSB **License Period Ending:** 12/31/2024 **Iden:** 63187
Issuing Authority: Emily
Licensee Name: Diners Chicken Shack Inc.
Trade Name:
Address: 40124 State Hwy 6/PO Box 35
Emily, MN 56447
Business Phone: 2187633555
License Fees: **Off Sale:** \$0.00 **On Sale:** \$600.00 **Sunday:** ~~\$50.00~~ \$200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature (Signature certifies all above information to be correct and license has been approved by city/county.)	DOB	SSN	Date
---	-----	-----	------

City Clerk/Auditor Signature (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)	Date
--	------

County Attorney Signature County Board issued licenses only(Signature certifies licensee is eligible for license).	Date
---	------

Police/Sheriff Signature Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.	Date
--	------

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:



**Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul , Minnesota 55101
651-201-7507**

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code:	OFSL	License Period Ending:	12/31/2024	Iden:	10522
Issuing Authority:	Emily				
Licensee Name:	Reddings Sports & Spirits Inc.				
Trade Name:	Reddings Sports & Spirits				
Address:	20996 Co Rd 1 Emily, MN 56447				
Business Phone:	218-763-2191				
License Fees:	Off Sale:	\$200.00	On Sale:	\$0.00	Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature	DOB	SSN	Date
(Signature certifies all above information to be correct and license has been approved by city/county.)			

City Clerk/Auditor Signature	Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)	

County Attorney Signature	Date
County Board issued licenses only(Signature certifies licensee is eligible for license).	

Police/Sheriff Signature	Date
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.	

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:

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City/County Comments:

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:



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 Land Department
Aitkin County Land Department
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: Tom Strack, Environmental Services Supervisor – Crow Wing County Land Services Department

DATE: September 10, 2024

SUBJECT: Recreation Ordinance Comment Period

Attached for your consideration and comment is a draft of the Crow Wing County Recreation Ordinance. This ordinance regulates recreational uses on County managed lands.

The Recreation Ordinance covers the following topics:

- County Parks
- Public Water Access
- Trails
- Camping
- Environmental Protections
- Hunting/trapping
- Violations/Penalties

Please see the attached documents:

- Press release
- Full draft plan

Land Services will be accepting comments on the proposed revisions until October 11, 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 Recreation Ordinance and supporting information can be viewed on the Crow Wing County Website www.crowwing.gov/landservices.

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.



FOR IMMEDIATE RELEASE
Date: September 10, 2024,

Contact: Tom Strack
Phone: (218) 824-1010

CROW WING COUNTY SEEKS PUBLIC COMMENT ON RECREATION ORDINANCE UPDATE

The Crow Wing County Land Services Department is seeking public comment on the County's updated Recreation Ordinance. The Recreation Ordinance and supporting information can be viewed at www.crowwing.gov/landservices.

The Recreation Ordinance regulates the following uses on County managed lands to ensure that there is a healthy balance between recreational uses as well as conserving the outstanding natural resources in the County:

- County Parks
- Public Water Access
- Trails
- Camping
- Environmental Protections
- Hunting/trapping
- Violations/Penalties

Land Services will be accepting comments on the proposed revisions until October 11, 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 Recreation Ordinance and supporting information can be viewed on the Crow Wing County Website www.crowwing.gov/landservices.

Land Services Department
322 Laurel Street, Suite 15
Brainerd, MN 56401

Office: (218) 824-1010
Fax: (218) 824-1126
www.crowwing.us

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**AN ORDINANCE REGULATING RECREATIONAL USE ON COUNTY
ADMINISTERED LANDS WITHIN CROW WING COUNTY**

1.0 GENERAL PROVISIONS

1.1 Authority

This Ordinance is adopted pursuant to M.S. 398.34. The purpose of this ordinance is to provide for the use of parks, public water access sites, trails, camping and hunting in such a manner and by such means that will maximize their use and enjoyment by the public, while conserving the scenery, preserving the natural setting of our trees and forests, wildlife and historical objects found within each.

2.0 DEFINITIONS

The following words or terms as used in this Ordinance have the meanings given them in this section unless a different meaning is clearly indicated by the context.

- 2.1 "Department" refers to the Land Services Department within Crow Wing County.
- 2.2 "Director" means the Land Services Director.
- 2.3 "Person" means any individual, partnership, corporation, association or other groups.
- 2.4 "Park", "Trail", or "Access" means any County Administered Lands that have been designated by the County Board as a County Park, Trail or Access, respectively.
- 2.5 "Vehicle" means every device in, upon, or by which any person or property is or may be transported excepting devices used exclusively upon stationary rails or tracks as defined in Minnesota Statutes 169.011 Subdivision 92
- 2.6 "Watercraft" means any vehicle used or designed for navigation on water.
- 2.7 "Motorized Vehicle" means any Highway Licensed Vehicle, Off-Road Vehicle, All-Terrian Vehicle, Off-Highway Motorcycle or any other wheeled or tracked device powered with a motor including both internal combustion and/or electric. This shall not include motorized wheelchairs.
- 2.8 "Non-motorized Vehicle" means any wheeled or tracked vehicle by which any person or property is or may be transported which is not propelled by a motor including internal combustion or electric. This shall not apply to wagons, strollers, wheelchairs or assisted transportation devices.
- 2.9 "Trail Treadway" means that part of the trail constructed for travel.
- 2.10 "Snowmobile" means a self-propelled vehicle designed for travel on snow or ice and steered by skis or runners.
- 2.11 "Campfire" means a fire set for cooking, warming, or ceremonial purposes.
- 2.12 "County administered" means all County managed properties including Tax-Forfeited and County Fee Properties.
- 2.13 "Portable Free Standing Stand" means a device, designed for the purpose of elevating a person while hunting, which is transported to its destination and is capable of supporting itself without being attached to a tree.
- 2.14 "Portable Tree Stand" means a device, designed for the purpose of elevating a person while hunting, which is lightweight in design and is transported by a person to its destination and attached to a tree.
- 2.15 "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm as further defined in Minnesota Statute § 609.02 Subdivision 6.

- 2.16 “Livestock” means cattle, sheep, swine, horses, ponies, donkeys, mulcs, hinnics, goats, buffalo, llamas, or poultry as defined in Minnesota Statue 604A.12, subdivision 1c.
- 2.17 “Trail User Organization” means any group or organization with a trail permit approved by the County Board.

3.0 PARKS

- 3.1 Parks shall be open year-round from sunrise to sunset.
- 3.2 No Camping is allowed at any County Park unless designated and posted open to camping.
- 3.3 No Campfires are allowing in County Parks except in designated areas.
- 3.4 No Hunting is allowed at any County Park.
- 3.5 Any park facility, or portions of a facility, may be closed at the Directors discretion.
- 3.6 It shall be unlawful for any person to possess a dangerous weapon, except firearms allowed under Minnesota Statutes 624.714 in a County Park. The six designated County Parks are as follows:
- Paul M. Thiede Fire Tower Park
 - Milford Mine Memorial Park
 - South Long Lake Park
 - Rollie Johnson Natural & Recreational Area (Big Island Park)
 - Rush Lake Island Park
 - Little Emily Lake Park
- 3.7 As defined in Minnesota Statutes Section § 609.668 Subdivision 1, It shall be unlawful for any person to use or have in their possession explosives of any kind, including but not limited to firecrackers and other kinds of fireworks, or incendiary devices within any park.
- 3.8 Swimming shall be allowed.
- 3.9 Pets will be permitted in parks and pets shall be attended and effectively restrained by a leash, and pets shall not be permitted to deprive or disrupt the enjoyment or use of any area by other persons.
- 3.10 Persons bringing animals into a park shall be responsible for picking up and properly disposing of animal waste.
- 3.11 Livestock are not permitted within any park.
- 3.12 Vehicles parked on Park property after posted closing hours, or in areas other than parking lots designed for parking may be impounded at the cost and expense of the owner.
- 3.13 Fishing is allowed at County Parks.

4.0 PUBLIC WATER ACCESS

- 4.1 Accesses shall be open year-round.
- 4.2 Watercraft may be launched or landed only at accesses designated for such use.
- 4.3 No person shall leave, store or moor on or directly in front of any public access any watercraft after such person has left the lake area or cause such watercraft to remain on the access site overnight.
- 4.4 No person shall leave, store, abandon or otherwise cause to remain on any access, any fish house, shelter or dark house.
- 4.5 Swimming shall be allowed at Public Water Access Sites. However, it shall be unlawful for any person to impede a vehicle, trailer, or watercraft during the loading/unloading process at a public water access site while swimming.
- 4.6 Any public water access, may be closed at the Directors discretion.
- 4.7 Campfires are not allowed at Public Water Access Sites.

5.0 TRAILS

- 5.1 Each trail shall be open according to its season of operation. Each Trail User Organization coordinates with the Department before opening and closing the trails they manage under permit with Crow Wing County.
- 5.2 Any trails, or portions of a trail, may be closed at the Directors discretion.
- 5.3 Campfires are allowed but State open burning laws and rules must be followed at all times, including, but not limited to, complying with burning ban restrictions issued by the State under extremely dry conditions.

6.0 ENVIRONMENTAL PROTECTION

- 6.1 No person shall disturb, destroy, injure, damage, or remove any property within a park.
- 6.2 No person shall burn or dispose of garbage, refuse, litter or trash within a park, access or trail. If an appropriate receptacle has not been provided, the person who brought in the items must also pack it out for proper disposal.
- 6.3 The gathering of plants, whole or parts, including berries, pine/fir cones, nuts and seeds and other similar vegetative materials for commercial purposes is prohibited unless approved by the Director. Gathering for personal use shall be allowed, provided such activity does not result in destruction or serious depletion of the resource and provided such gathering is permissible under State Laws. Under no circumstance may Federal or State listed rare, threatened or endangered species be gathered.
- 6.4 Gathering of firewood is prohibited unless a permit is obtained from the Land Services Department.
- 6.5 In all cases the Minnesota Department of Natural Resources Hunting & Trapping Regulations must be followed.

7.0 CAMPING

- 7.1 Overnight camping shall only be allowed in posted, designated areas within County Parks.
- 7.2 No camping is allowed within parks or within 300 feet of a public water access.
- 7.3 Primitive camping on County-administered tax forfeit land is allowed under the following guidelines: camps cannot be used for more than 14 consecutive days; person wishing to camp more than 14 days must relocate their camp onto a site more than a mile distant from the first camp; camps cannot be established within a one (1) mile of any public campground or site; campers must remove all trash and debris from the site; live trees may not be felled for making a camp, accessing a camp, or for use as firewood; no camping is allowed in a wildlife management area that is under cooperative management agreement between the County and State, or in any other area designated no camping by the County.

8.0 HUNTING AND TRAPPING

- 8.1 No hunting or trapping will be allowed within County parks or accesses.
- 8.2 Hunting stands of any kind, shall be prohibited within parks or accesses, or within 300 feet of any trail.
- 8.3 No person may construct, occupy or use any hunting stand on County Managed Public Land except portable tree stands or portable free standing stands. Permanently constructed or non-portable stands of any type are not allowed on County Managed Public Land.

- 8.4 Portable tree stands or portable free standing stands shall not be placed earlier than one (1) week prior to the opening of Minnesota's big game hunting season and must be removed no later than one (1) day following the close of the season.
- 8.5 Portable tree stands or portable free standing stands not removed as required in Section 8.4 shall be considered abandoned personal property and dealt with pursuant to MN Statute 345.15 entitled, Counties, Unclaimed Property; Disposition; Duty of Sheriff.
- 8.6 No person may cause damage or injury to any tree by the placement or erection of portable tree stands or portable free standing stands or by any other manner while climbing or hunting from a portable tree or free standing stand except that small lateral branches less than 1" in diameter may be removed.
- 8.7 No person may cause damage to trees by creating clear lanes for shooting except that small lateral branches less than 1" in diameter may be removed.
- 8.8 Screw-in steps and/or anchor bolts for portable tree stands are allowed providing they are removed when the stand is removed.
- 8.9 In all cases the Minnesota Department of Natural Resources Hunting & Trapping Regulations must be followed.

9.0 PENALTIES

- 9.1 Any person or persons who violates any of the provisions of this Ordinance shall be guilty of a Misdemeanor.
- 9.2 Any person or persons who violates any of the provisions of this Ordinance shall be liable for the cost of any restoration of any damage to property caused by said violation. The payment of these costs is in addition to any provision of Section 9.1.

10.0 SEVERABILITY

- 10.1 If any provision of this Ordinance or the application thereof is held invalid, said invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and for this purpose, the provisions of the Ordinance are severable.

11.0 EFFECTIVE DATE

- 11.1 This Ordinance shall be in effect from and after the date of its passage by the Crow Wing County Board of Commissioners and publication according to Minnesota Statutes.



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 Environmental Services
Morrison County Land Services
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: September 10, 2024

SUBJECT: Solid Waste Ordinance Comment Period

Attached for your consideration and comment is a draft of the Crow Wing County Solid Waste Ordinance. This replaces the previous plan from 1994.

Please see the attached documents:

- Press release
- Full draft plan

Land Services will be accepting comments on the proposed revisions until October 11, 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 Solid Waste Ordinance and supporting information can be viewed on the Crow Wing County Website www.crowwing.gov/landservices.

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PRESS RELEASE

FOR IMMEDIATE RELEASE
Date: September 10, 2024,

Contact: Chris Pence
Phone: (218) 824-1010

CROW WING COUNTY SEEKS PUBLIC COMMENT ON SOLID WASTE ORDINANCE DRAFT UPDATE

The Crow Wing County Land Services Department is seeking public comment on the County's updated Solid Waste Ordinance. The Solid Waste Ordinance and supporting information can be viewed at www.crowwing.gov/landservices.

Crow Wing County recently received approval for the County's 10-year Solid Waste Management plan from the Minnesota Pollution Control Agency. This plan directs activities related to landfill activities, recycling and household hazardous waste management. A requirement of the plan is that the Solid Waste Ordinance needs to be updated as the current ordinance was last update in 1994. The main updates to the ordinance include:

- Updated Definitions
- Solid Waste Storage Requirements
- Management of Nuisance and Blighted Properties
- Licensing of Garbage Haulers
- Facility Requirements and Licenses
- Fees and Service Charges
- Inspections, Violations and Enforcement

Land Services will be accepting comments on the proposed revisions until October 11, 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 Solid Waste Ordinance and supporting information can be viewed on the Crow Wing County Website www.crowwing.gov/landservices.

Land Services Department
322 Laurel Street, Suite 15
Brainerd, MN 56401

Office: (218) 824-1010
Fax: (218) 824-1126
www.crowwing.us

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Article 1.	REPEAL, PURPOSE, AUTHORITY, AND INTENT	3
1.1	REPEAL OF PRIOR REGULATIONS	3
1.2	PURPOSE AND AUTHORITY	3
1.3	INTERPRETATION AND INTENT	3
Article 2.	DEFINITIONS, RULES AND WORD USAGE	4
2.1	DEFINITIONS.....	4
Article 3.	GENERAL PROVISIONS	13
3.1	JURISDICTION	13
3.2	HIGHEST STANDARDS PREVAIL	13
3.3	DEPARTMENT POWERS AND DUTIES	13
Article 4.	SOLID WASTE STORAGE, COLLECTION AND DISPOSAL	16
4.1	SOLID WASTE STORAGE	16
Article 5.	HAULER LICENSING PROVISIONS.....	19
5.1	LICENSE REQUIRED.....	19
5.2	LICENSE REQUIREMENTS	19
5.3	LICENSE APPLICATION.....	19
5.4	EQUIPMENT AND OPERATIONS REQUIREMENTS.....	20
5.5	RECORDS AND REPORTING REQUIREMENTS.....	21
5.6	INSURANCE REQUIREMENTS.....	22
5.7	SUSPENSION OF LICENSE.....	23
5.8	REVOCATION OF LICENSE	24
5.9	HEARINGS	24
Article 6.	FACILITY REQUIREMENTS AND LICENSES.....	27
6.1	FACILITY LICENSES	27
6.2	PLANNING AND ZONING APPROVAL	27
6.3	STATE AND/OR FEDERAL APPROVAL	28
6.4	FACILITY LICENSE REQUIREMENTS	28
6.5	FACILITY LICENSE APPLICATION.....	28
6.6	REVIEW OF FACILITY LICENSE APPLICATION	29
6.7	TERMS OF FACILITY LICENSE, RENEWAL AND TRANSFERABILITY	29
6.8	INSURANCE REQUIREMENTS.....	30
6.9	FACILITY RECORDS AND REPORTING REQUIREMENTS.....	30
6.10	GENERAL REQUIREMENTS FOR ALL FACILITIES	31
6.11	FACILITY FEE AUTHORIZED	32

Article 7.	FEE SCHEDULE FOR LICENSE AND PERMITS	33
7.1	FUNDING	33
7.2	FEE SCHEDULE FOR LICENSE AND PERMITS	33
7.3	INVESTIGATION FEES	33
7.4	TIPPING FEES	33
7.5	LICENSE AND PERMITTING EXEMPTION	33
7.6	SOLID WASTE SERVICE CHARGE	33
Article 8.	INSPECTIONS, VIOLATIONS AND ENFORCEMENT	35
8.1	INSPECTIONS	35
8.2	ACTION AUTHORIZED	36
8.3	COMMENCEMENT OF CIVIL COURT ACTION	37
8.4	STATUS OF FINANCIAL ASSURANCE	37
8.5	APPEAL	37
Article 9.	EFFECTIVE DATE	38

ARTICLE 1. REPEAL, PURPOSE, AUTHORITY, AND INTENT

1.1 REPEAL OF PRIOR REGULATIONS

The Crow Wing County Solid Waste Ordinance, effective June 7, 1994, is hereby repealed.

1.2 PURPOSE AND AUTHORITY

The purpose of this ordinance is to protect natural resources and improve the environment including minimizing surface and ground water contamination; regulate the number, location and operation of solid waste facilities to protect the public's health and well-being; prevent public nuisances; establish a solid waste management service area and create a system of service charges for solid waste management services provided by Crow Wing County which obligate certain owners, lessees and occupants of property located within Crow Wing County to pay service charges for solid waste management services; and assure that all persons are informed and responsible for their actions regarding solid waste management. This ordinance establishes standards and procedures for requiring licenses and license fees and establishes penalties for lack of compliance. This Ordinance is enacted pursuant to Minnesota Statutes, chapters 400, 145, 115A and 116 or as amended.

1.3 INTERPRETATION AND INTENT

This ordinance shall be fairly read so as to give effect to the plain meaning of words and the definitions hereinafter set forth, to accomplish the objectives comprehended in its purpose, and as far as possible to be in keeping with the constitutions of this State and the United States. It is not the intent of this ordinance to repeal, abrogate, or impair any existing laws, rules, easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

ARTICLE 2. DEFINITIONS, RULES, AND WORD USAGE

2.1 DEFINITIONS

Unless the context clearly indicates otherwise, the following words and phrases shall have the meanings ascribed to them in this Article. Unless specifically defined herein, terms used in this Ordinance shall have the same definition as provided in the Minnesota Statutes, section 115A.03 et seq. and if not defined there, shall have common usage meaning. For purposes of this Ordinance, the words “must” and “shall” are mandatory and not permissive. Words used in the present tense include the past and future tense; the singular number includes the plural and the plural includes the singular.

Agency: Minnesota Pollution Control Agency or subsequent name and/or state organization responsible for permitting/enforcement of solid waste management rules and statutes.

Appliance: clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, freezers, and other appliances designated by State law or this Ordinance.

Appliance Storage Facility: a facility for the storage of three (3) or more inoperable or discarded appliances.

Backyard Compost Site: a site used to compost food scraps, weeds, lawn cuttings, leaves and pruning from a single family or household.

Board: the Crow Wing County Board of Commissioners.

Certificate of Need (CON): an issuance from the State of Minnesota to certify needed disposal capacity.

Closure: actions that will prevent, mitigate, or minimize the threat to public health and the environment posed by a closed solid waste disposal facility including application of final cover; grading and seeding of final cover; installation of an adequate monitoring system, if necessary; and construction of groundwater and surface water diversion structures.

Collection or Collects: the aggregation of solid waste from the place at which is generated which includes all activities up to the time the waste is delivered to a solid waste management facility.

Commercial Hauler: an individual, partnership or corporation that transports, for a fee, recyclable materials, mixed municipal solid waste, or other waste. Also called a collector.

Commercial Site: any business, commercial, industrial, institutional, or governmental establishment. These include home-operated businesses, industries, commercial and institutional enterprises, and such non-residential institutions as churches, nursing homes, nonprofit associations, schools, and the like. If a site has dwelling units, but also has one or more units not used for dwelling purposes, such as a store or a restaurant, then it is considered a commercial site.

Compost or Composting: the controlled microbial degradation of organic waste which includes food, yard, and mixed municipal solid wastes to yield a humus-like product.

Compost Facility: a site used to compost or co-compost solid waste, including all structures or processing equipment used to control drainage, collection and treat leachate, and storage areas for the incoming waste, the final product, and residuals resulting from the composting process.

Construction and Demolition Debris: solid waste resulting from construction, remodeling, repair, erection and demolition of buildings, roads and other artificial structures, including: concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, plastic building parts, plumbing fixtures, roofing materials, wallboard, and built-in cabinetry. Construction and demolition debris does not include: asbestos waste; auto glass; wood treated with chemical preservatives; furniture; lighting equipment; vermiculite; contaminated soil; firebrick; food waste; machinery; engine parts; liquid paints; paint thinners or solvents; varnishes; street sweepings; tar; carpet/padding if not affixed to a structure; mattresses; adhesives, caulking, sealants and applicators, brushes, containers, tubes, filters contaminated with these materials; sandblasting materials; agricultural chemicals or containers (including empty pesticide, herbicide, and insecticide containers); chemical containers; animal carcasses, parts, or rendering and slaughterhouse wastes; appliances (including white goods and brown goods); ashes or hot wastes that could spontaneously combust or ignite other wastes due to high temperatures; ash from incinerators, resource recovery facilities and power plants; batteries; carbon filters; fluorescent tubes and ballasts; high-intensity discharge lamps; foundry wastes; Hazardous Waste; household Refuse or garbage; infectious waste; liquids (any type), liquid non-hazardous materials; medical waste; mercury containing wastes (thermostats, switches); PCB contaminated wastes; petroleum products and their containers or filters (including oil, grease or fuel); radioactive waste (unless natural materials at normal background levels); septic tank pumpings; sludges (including ink, lime, wood, sewage or paper); live coal tar (including applicators, containers, and tubes); waste tires; vehicles; yard waste; and packaging materials, including cardboard, paper, shrink-wrap and Styrofoam. Mixtures of construction and demolition debris with other solid waste is not construction and demolition debris.

Construction and Demolition Debris Land Disposal Facility: a site used to dispose of construction and demolition debris.

Construction Site: a place where the erection of buildings, roads or other improvements to real property is occurring.

County: Crow Wing County Minnesota.

Covered Electronic Devices: computers, including tablet computers and laptop computers, peripherals, facsimile machines, DVD players, video cassette recorders, and video display devices that are sold to a household by means of retail, wholesale, or electronic commerce.

Cover Material: material approved by the agency that is used to cover compacted solid waste in a land disposal site.

Curbside Collection: a mixed municipal solid waste, yard waste, source separated organic material, and/or recyclable materials collection system whereby generator set solid waste containers at the curb adjacent to a roadway or, where this is not practical, in locations easily accessible for collection by a hauler.

Daily Cover: soil cover material, or Agency approved alternate daily cover, that is spread or applied on the top and side slopes of compacted solid waste at least at the end of each operating

day in order to control vectors, fire, infiltration, litter, and erosion and to assure an aesthetic appearance.

Department: the Crow Wing County Land Services Department.

Disposal or Dispose: the discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including groundwater.

Dump: an unpermitted land disposal site at which solid waste is disposed of in a manner that does not protect the environment, is susceptible to open burning and is exposed to the elements, flies, rodents, and scavengers.

Dumping: the illegal placement of any solid waste, including construction and demolition debris, hazardous waste, industrial solid waste, mixed municipal solid waste, or recyclable materials, anywhere other than in an approved container or at a solid waste management facility during hours of operation.

Facility: the land, structures, monitoring devices and other improvements on the land used for monitoring, treating, processing, storing, or disposing of solid waste, leachate, or residuals from solid waste processing or the processing of compostables, organics, recyclable materials, or household hazardous wastes.

Garbage: discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.

Groundwater: the water contained below the surface of the earth in the saturated zone including, without limitation, all waters whether under confined, unconfined, or perched conditions in near surface unconsolidated sediment or regolith, or in rock formations deeper underground.

Financial Assurance: monetary mechanisms that are used to assure proper closure, post closure care, and contingency action at a site or solid waste management facility.

Generator: any person who generates or aggregates solid waste.

Hauler: any person who owns, operates, or leases vehicles for the purpose of collection and transportation of any type of solid waste.

Hazardous Waste or Substance: any refuse, sludge, or other waste material or combinations of refuse, sludge or other waste materials in solid, semisolid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous waste does not include source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Imminent Hazard: an actual or potential immediate threat to the health, safety, or well-being of humans or livestock, or that may cause environmental degradation.

Industrial Waste: means all solid waste generated from an industrial or manufacturing process and solid waste generated from nonmanufacturing activities such as service and commercial

establishments. Industrial solid waste does not include office materials, restaurant and food preparation waste, discarded machinery, demolition debris, municipal solid waste combustor ash, or household refuse.

Industrial Solid Waste Land Disposal Facility: a site used to dispose of industrial solid waste in or on the land.

Land Disposal Site: any tract or parcel of land, including any construction facility, at which solid waste is disposed of in or on the land.

Leachate: liquid that has contacted or percolated through solid waste and has extracted, dissolved, or suspended materials from it.

Leachate Management System: the structures constructed and operated to contain, transport, and treat leachate, including liners, collection pipes, detection systems, holding areas, and treatment facilities.

License: authorization by the County to conduct business services that may be limited to a specific period of time, specific person, and or a specific site in the County.

Licensee: the person who has been issued a license/permit by the County to carry out any of the activities for which a license/permit is required under the provisions of this Ordinance.

Medical Waste: biological waste originating from the diagnosis, care, or treatment of a Person or animal, or waste resulting from biological research, whether or not the waste has been rendered non-infectious.

Mixed Municipal Solid Waste: means,

- A. garbage, refuse, and other solid waste from residential, non-residential, industrial, and community activities, except as provided in paragraph B.
- B. mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction and demolition debris, mining waste, sludges, tree and agricultural wastes, waste tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Mixed Municipal Solid Waste Fee: a fee established by the County Board and paid by generators to the County for solid waste management services.

Mixed Municipal Solid Waste Land Disposal Facility: a solid waste disposal facility used for mixed municipal solid waste.

Mixed Municipal Solid Waste Services: collection, transportation, processing, or disposal of mixed municipal solid waste generated in the County, including but not limited to regularly scheduled service, on-call service, one-time service, rental and other use of equipment such as solid waste containers, compactors, compactor boxes, and the like, and any other service that involves or facilitates collection, transportation, processing, or disposal of solid waste materials as mixed municipal solid waste. It does not include the sale of equipment used for the collection, transportation, processing, or disposal of mixed municipal solid waste. It does not include collection, transportation, or management of recyclable materials, yard waste, food waste, source separated organic materials, problem materials, or other waste materials when these materials are segregated by the generator for the purpose of recycling or composting and are delivered to a

recycling facility or compost facility, or the sale, rental, or other use of equipment necessary to facilitate collection, transportation, or management of these materials.

Multi-Unit Residential Building: any building with four or more residential units.

Municipality: an incorporated city or town within the County.

Non-Residential Property: all property that generates waste within the County that is not defined as a residential property as determined by the County.

Nuisance: a condition which unreasonably annoys, injures, or endangers the safety, health, morals, or repose of the neighborhood or any considerable number of members of the public.

Open Burning: burning any matter whereby the resultant combustion products are emitted directly to open atmosphere.

Operator: the person responsible for the overall operation of a facility.

Owner: any person or persons having a legal interest in real or personal property or any persons in possession or control of real or personal property including, but not limited to, mortgages, contract for deed vendees, and contract for deed vendors.

Person: any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, or any other legal entity, but does not include the MPCA>

Problem Material: a material that, when processed or disposed of with mixed municipal solid waste, contributes to one of the following results: 1) the release of a hazardous substance, or pollutant or contaminant as defined in Minnesota Statutes, section 115B.02; 2) pollution of water as defined in Minnesota Statutes, section 115.01; 3) air pollution as defined in Minnesota Statutes, section 116.06; or 4) a significant threat to the safe or efficient operation of a solid waste management facility.

Pollutant: has the meaning given it in Minnesota Statutes, chapter 115A.

Post Closure: the period after closure during which the long-term care, maintenance and monitoring of a site or facility takes place.

Processing: the treatment of solid waste, household hazardous waste, and waste recyclables after collection and before disposal. Processing includes, but is not limited to, packaging, volume reduction, storage, separation, exchange, physical, resource recovery, chemical or biological modification and transfer from one waste facility to another.

Public Health Nuisance: the creation of conditions or acts that unreasonably annoy, injure, or endanger the safety, health, comfort, or repose of any number of members of the public and as defined in Minnesota Statutes, section 145A.02.

Putrescible Material: solid waste which is capable of becoming rotten and which may reach a foul state of decay or decomposition.

Recyclable Material: materials that are separated from solid waste for the purpose of recycling, including paper, glass, plastics, metals, automobile oil, and batteries. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. Recyclable materials also

refers to materials separated from industrial solid wastes and construction and demolition debris for the purpose of recycling.

Recycling: the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

Recycling Facility: a facility used to aggregate, process, or market recyclable materials, and motorized vehicle/scrap material salvage yards. Recycling facility does not include an individual generator of recyclable materials, such as a homeowner or business and it does not include a manufacturer using recyclable materials as feedstock.

Refuse: putrescible and non-putrescible solid wastes, including garbage, rubbish, ashes, incinerator ash, incinerator residue, waste combustor ash, street cleanings, and industrial solid wastes, and including municipal treatment wastes which do not contain free moisture.

Release: any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment which occurred at a point in time or which continues to occur.

Release does not include any of the following:

- A. Emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, watercraft, or pipeline pumping station engine.
- B. Release of source, by-product, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, under United States Code, title 42, section 2014, if the release is subject to requirements with respect to financial protection established by the federal Nuclear Regulatory Commission under United States Code, title 42, section 2210.
- C. Release of source, by-product or special nuclear material from any processing site designated pursuant to the Uranium Mill Tailings Radiation Control Act of 1978, under United States Code, title 42, section 7912(a)(1) or 7942(a).
- D. Any release resulting from the application of fertilizer or agricultural or silvicultural chemicals, or disposal of emptied pesticide containers or residues from a pesticide as defined in Minnesota Statutes, section 18B.01, subdivision 18.
- E. Land application of treated leachate, septage or biosolids as permitted by local, State or federal law.

Residential Property: property on which a single-family home, a duplex, a tri-plex, a four-plex, an apartment building, a mobile home, a condominium, a townhouse, a cooperative housing unit, or any other residential building as determined by the County is located.

Rubbish: nonputrescible solid wastes, including ashes, consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, or litter of any kind.

Self-Hauler: a person who transports their own solid waste for solid waste management purposes. A self-hauler shall not provide collection and transportation services to someone else for compensation.

Shoreland: land located within the following distances from the ordinary high-water elevation of public waters.

- A. Land within one thousand (1,000) feet from the normal high-water mark of a lake, pond, reservoir, impoundment, or flowage.
- B. Land within three hundred (300) feet of a river or stream or the landward side of flood plain delineated by Ordinance on such a river or stream, whichever is greater.
- C. Land within five hundred (500) feet of the Mississippi River Headwaters Corridor

Solid Waste: garbage, refuse, mixed municipal solid waste, construction and demolition debris, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, mining, and agricultural operations and from residential and non-residential property, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under Section 402 of the federal Water Pollution Control Act, as amended; dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Solid Waste Administrator or Administrator: the Environmental Services Manager or designee as assigned by the Board.

Solid Waste Collection: the gathering of solid waste from public or private places.

Solid Waste Management Plan: means the County Solid Waste Management Plan developed, adopted, and approved under Minnesota Statutes, section 115A.46 or Minnesota Statutes, section 473.149.

Solid Waste Management Services: the collection, transportation, processing, and disposal of solid waste; closure and post closure care of a solid waste facility; and response to releases from a solid waste facility or closed solid waste facility.

Solid Waste Management Service Area: the entire County of Crow Wing or as amended by the Board.

Solid Waste Ordinance or Ordinance: the Solid Waste Ordinance adopted by Crow Wing County.

Solid Waste Storage: the holding of solid waste for more than forty-eight (48) hours in quantities equal to or greater than ten (10) cubic yards.

Solid Waste Transportation: the conveying of solid waste from one place to another, by means of vehicle, rail, car, water vessel, conveyor, or other means.

Source-Separated Organic Material (SSOM): materials that are:

- A. Separated at the source by solid waste generators for the purpose of preparing it for use as compost.
- B. Collected separately from other mixed municipal solid wastes.
- C. Comprised of food wastes, fish and animal waste, plant materials, and paper that is not

recyclable because the Administrator has determined that no other person is willing to accept the paper for recycling.

- D. Delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the Agency's class I or class II, or equivalent, compost standards and where process residues do not exceed fifteen (15) percent by weight of the total material delivered to the facility.

Source-Separated Recyclable Material: recyclable materials, including commingled recyclable materials, that are separated by the generator.

Special Wastes: non-hazardous solid wastes that have been prohibited from disposal with mixed municipal solid waste or have had other specific management requirements prescribed by statute.

State: the State of Minnesota.

Tipping Fees: the fees charged to commercial haulers and self-haulers for waste and other materials delivered to the facility.

Transfer Station: intermediate solid waste and recycling management facility in which solid waste or recycling collected from any source is temporarily deposited to await transportation to another facility.

Unacceptable Waste: solid waste that cannot be accepted for management at a solid waste management facility pursuant to local, State, and federal laws, and the practices or permits of the solid management facility.

Waste Tire: a pneumatic tire or solid tire that has been discarded or that can no longer be used for its original intended purpose because of wear, damage, or defect. Tires which remain mounted on a vehicle are not considered waste tires for the purposes of this ordinance.

Waste Tire Dump: an unlicensed, unpermitted site being maintained, operated, or used, for the collection, storage, keeping, or depositing of unprocessed waste tires.

Waste Tire Facility: a site where more than fifty (50) waste tires or an equivalent amount of tire derived products are collected, deposited, stored, or processed. The incidental storage of tire-derived products at the site of final use does not make the site a waste tire facility.

Waste Tire Processing Facility: a licensed solid waste management facility used for the shredding, slicing, producing, or manufacturing of usable materials, including fuel, from waste tires including incidental temporary storage activity. Processing does not include the retreading of waste tires.

Water Table: the surface of the groundwater at which the pressure is atmospheric. Generally, this is the top of the saturated zone.

Wetland: a surface water feature classified as a wetland in the publication entitled "Classification of Wetlands and Deep Water Habitats of the United States," written and published by the United States Fish and Wildlife Service Biological Services Program, FWS 035-71/31, December 1979, which is incorporated by reference.

Yard Waste: garden waste, leaves, lawn cuttings, prunings, weeds, shrubs, and tree waste generated on residential or non-residential properties.

ARTICLE 3. GENERAL PROVISIONS

3.1 JURISDICTION

The jurisdiction of this Ordinance shall apply to all areas of Crow Wing County outside the incorporated limits of municipalities and to all incorporated areas which either do not have a solid waste management ordinance with provisions similar to this ordinance or whose governing body requests assistance from the County regarding matters addressed by this ordinance. Sections 7.1 through 7.6 of this ordinance shall apply to the entire county including areas to which other provisions of this ordinance shall not apply, in as much as county facilities or land disposal sites shall serve or shall have served the entire county including such areas.

3.2 HIGHEST STANDARDS PREVAIL

The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of public health safety and welfare.

Where the conditions imposed by any provision of this Ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution, or regulation of any kind, the standards which are more restrictive or which impose higher requirements shall prevail.

In addition to the conditions set forth in this Ordinance, compliance with State and federal standards are required.

3.3 DEPARTMENT POWERS AND DUTIES

The Board hereby establishes the Land Services Department for which the Board may appoint a Solid Waste Administrator (Administrator) with sufficient personnel to discharge the duties of this department. The Administrator shall have all necessary authority to implement and carry out the provisions of this Ordinance including, but not limited to, the following:

- A. To review and evaluate all applications and supporting materials referred to the Department for facilities and operations within the areas of the County to which this ordinance applies.
- B. To inspect facilities and operations to determine compliance and investigate complaints about violations of this Ordinance.
- C. To recommend to the County Attorney that legal proceedings be initiated against a person or group of persons to compel compliance with the provisions of this Ordinance or to terminate or control a facility or operation not in compliance with this Ordinance.
- D. To conduct studies, investigations and research relating to solid waste management, including but not limited to methodology, chemical and physical considerations, and engineering.
- E. To advise, consult and cooperate with the public and other governmental agencies in furtherance of the purpose of this Ordinance.
- F. To enforce the provisions of this Ordinance.

3.4 PLANNING AND ZONING APPROVAL

Any use of land for solid waste management activities within the County shall comply with the applicable Zoning requirements of the County Land Use Ordinance, or the requirements of applicable municipal land use ordinances.

3.5 WAIVERS OR MODIFICATIONS

Due to the great variability in the types of solid waste and their existing and potential management methods, the Administrator may in a written approval waive or modify the strict application of the provisions of this Ordinance by reducing or waiving certain requirements when, in the discretion of the Administrator, such requirements are unnecessary or impractical, provided such a waiver or modification will not endanger the health, safety, and welfare of the public, or the environment. The Department may impose additional requirements through specific license/permit conditions on a solid waste management activity when deemed necessary to protect the health, safety, and welfare of the public, or the environment.

3.6 AGENCY APPROVAL

No modification or waiver may be granted if it would result in noncompliance with State and federal laws unless such modification or waiver has been granted a variance by the Agency.

3.7 INDEMNIFICATION

To the fullest extent permitted by law, a licensee shall indemnify the County, its officers, employees, agents, and others acting on their behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of a licensee, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions a licensee may be legally responsible, in the performance of any of a licensee's obligations (whether expressed or implied) under this Ordinance.

3.8 FINANCIAL ASSURANCE

A performance bond, letter of credit or other financial assurance consistent with County policy may be required prior to issuances of any licenses/permits to engage in solid waste management activity.

3.9 NO CONSENT

Nothing contained in this Ordinance shall be deemed to be a consent, license, or permit to locate, construct, operate, or maintain any solid waste management activity, or to carry on any activity prior to issuance of a license, when a license is required hereunder.

3.10 FALSE INFORMATION

Intentional submission of false information shall be deemed a violation of this Ordinance.

3.11 DATA PRIVACY

The Department shall require that any data received by the Department or any entity acting on behalf of the Department shall be maintained in accordance with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.

3.12 SEVERABILITY

It is hereby declared to be the intention of the Board that the provisions of this Ordinance be severable in accordance with the following:

- A. If any court of competent jurisdiction shall adjudge any provision of this Ordinance to be invalid, such judgement shall not affect any other provisions of the Ordinance not specifically included in said judgement.
- B. If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance to a particular structure, site, facility or operation, such judgement shall not affect the application of said provision to any other structure, site facility or operation not specifically included in said judgement.

ARTICLE 4. SOLID WASTE STORAGE, COLLECTION AND DISPOSAL

4.1 SOLID WASTE STORAGE

- A. Every owner or occupant of private property or business property shall provide in good condition water-tight and rodent-proof containers sufficient to hold the solid waste and recyclable materials which accumulates on such premises during the time between collections.
- B. No owner or occupant of private property or business property shall permit the accumulation of solid waste, or any similar material or mixture of material upon such owner's or occupant's property except in proper containers as described above. No owner or occupant shall permit solid waste to be placed in locations or in a manner that the solid waste can be scattered by water, wind, animals, or insects. Solid waste shall not be stored on public or private property for more than two (2) weeks without written approval of the Administrator.
- C. Except as otherwise allowed by this Ordinance, owners, occupants, or managers of every real property shall not store or allow for the storage of solid waste in any open area of the County. Notwithstanding any other provision of this Ordinance, solid waste shall not be stored in any location or in any manner that could cause pollution of the air, groundwater or surface water, or soils; or, create a nuisance, cause harm, or become a health or safety concern or hazard to the public. All persons, owners, occupants, or managers of every real property shall be responsible for maintaining all open areas free of solid waste accumulations. Solid waste accumulations include, but are not limited to:
 - 1. More than two inoperable and/or unlicensed motor vehicles, abandoned motor vehicles, or parts of motor vehicles.
 - 2. trailers, campers, and machinery that are broken, abandoned and/or are in a state of disrepair.
 - 3. more than five (5) waste tires, except as allowed under a permitted waste tire facility.
 - 4. major appliances, cabinets, and fixtures.
 - 5. animal manures, except as allowed by Minnesota Rule, chapter 7020.
 - 6. broken and/or discarded covered electronic devices, and electronic equipment such as, but not limited to, hand mixers, blenders, tools, and other scattered, abandoned, or discarded materials with an electric cord.
 - 7. scattered tin and aluminum cans, jars, glass bottles, plastic bottles, plastic bags, and broken glass.
 - 8. abandoned, discarded or broken couches, tables, chairs, mattresses, box springs, furniture, boxes, or crates.

9. abandoned, scattered, discarded or broken lawn and garden equipment, household or commercial tools, implements, and hardware.
 10. garbage, and refuse.
 11. abandoned, or discarded ferrous and non-ferrous metals, rope, rags, tarps, and rubber debris.
 12. scattered lumber piles and building materials that are not being used in current construction on the property.
 13. any other scattered, abandoned, or discarded materials.
- D. A person must not act, or fail to act, in a manner that allows, maintains, or creates a public nuisance. For purpose of this ordinance, a person that does any of the following is guilty of creating, allowing or maintaining a public nuisance: (1) maintains or permits a condition which unreasonably annoys, injures, or endangers the safety, health, morals, comfort or repose of other members of the public; or (2) interferes with, obstructs, or renders dangerous for passage, any public highway or right-of-way, or waters used by the public; or (3) permits noise, odors, vibrations, smoke, air pollution, liquid or solid wastes, dust, glare, or an accumulation of garbage, trash, refuse and/or junk on ones property to unreasonably interfere with the use and enjoyment of neighboring property; (4) allows property to become, or maintains property in a manner such that it constitutes a “blighted area”, as that term is defined in Minnesota Statutes, section 469.002; (5) allows property or buildings to become, or maintains them in such a manner, that they constitute a “hazardous building or hazardous property,” as those terms are defined in Minnesota Statutes, section 463.15; or (6) does any other act or omission declared by any law or by this ordinance to be a public nuisance.
- E. Nothing in this section shall unreasonably restrict commonly accepted activities of farms and duly permitted automobile, scrap iron, metal recyclers, or salvage operations that maintain such operations in compliance with applicable ordinances and regulations and in an orderly and nuisance free manner.

4.2 COLLECTION SERVICES REQUIRED

- A. Every business in areas of the county to which this ordinance applies shall engage a hauler of mixed municipal solid waste collection service or otherwise deliver or cause to be delivered their waste to a permitted facility.
- B. Every household in areas of the county to which this ordinance applies shall engage a hauler of mixed municipal solid waste collection service or otherwise deliver or cause to be delivered their waste to a permitted facility.
- C. A self-hauler or licensee who collects or transports solid waste must do so in a safe and sanitary manner and must secure all loads so as to prevent escape of any waste material.

4.3 SOLID WASTE DISPOSAL

- A. All solid waste and recyclables generated in the County shall be transported to a permitted facility. All hazardous waste must be disposed at an approved hazardous waste facility.

- B. It is a violation of this Ordinance for any reason to bury or dispose of solid waste in the ground except at a licensed solid waste facility.
- C. Open burning of solid waste is prohibited by this Ordinance, except as specifically authorized by the U.S. Forest Service or pursuant to Minnesota Statutes, chapter 88.

ARTICLE 5. HAULER LICENSING PROVISIONS

5.1 LICENSE REQUIRED

No person may collect, transport, or dispose of solid waste and source separated recyclables or organic materials generated within the County except in full compliance with this Ordinance after having obtained a license to do so by the County as specified in this Article. This Article does not apply to self-haulers or to the transportation of solid waste through the County.

5.2 LICENSE REQUIREMENTS

- A. Collectors of solid waste shall charge for collection on the basis of the volume or weight of waste collected. Charges for the collection of solid waste shall increase with the volume or weight of waste collected.
- B. Collectors of solid waste are prohibited from imposing a greater charge on residents who recycle than on residents who do not recycle.

5.3 LICENSE APPLICATION

The application for license shall be accompanied by required fees and shall contain the following information:

- A. The name and current business address of the refuse hauler/recyclable collector.
- B. The type, number, and capacity of the hauling vehicles and other containers or collection equipment used for solid waste or recyclables.
- C. Evidence that each motor vehicle to be used for hauling has been inspected in the last twelve (12) months. Inspection shall be consistent with that required for commercial motor vehicles under the Federal Motor Carrier Safety Regulations of the United States Department of Transportation part 396 whether or not the vehicle requires such an inspection based on gross vehicle weight.
- D. A general description of the service area, which need not include information about specific customers.
- E. Certification that the hauler will comply with the requirements of the Crow Wing County Industrial Solid Waste Management Plan and applicable permits.
- F. Certificates of insurance issued by insurers duly licensed by the State of Minnesota covering public liability insurance, including general liability, automobile liability, and bodily injury liability in amounts to be set by the Board. In addition, the applicant shall provide evidence of workers compensation coverage in the required statutory amounts.
- G. The hauler shall pay all license fees to the County with the license application and the license renewal application. Any new vehicle added into service during the licensing period shall require a new license fee. No license fee shall be prorated for a portion of a year and no license fee shall be refunded. License fees are set by the Board annually.
- H. An application will be deemed incomplete if information is omitted, incomplete, inaccurate, or does not comply with the application requirements, or if the required fees do not accompany the application. If a license application is incomplete or otherwise does not

conform to the requirements set forth in this Ordinance, the Department shall advise the applicant of the reasons for non- acceptance and may request that the applicant resubmit, modify, or otherwise alter the application.

- I. License and license renewals must be submitted to the Department by October 31st of each year. License renewal applications received after that date may be subject to a late fee.
- J. Unless otherwise provided by the Board, the term of the hauler license granted pursuant to the provisions of this Ordinance shall be up to one (1) year but shall expire on December 31st of the year the license is granted, unless suspended or revoked.
- K. Licenses granted under this section are not transferable.

5.4 EQUIPMENT AND OPERATIONS REQUIREMENTS

- A. All solid waste collection and transportation vehicles shall be easily cleanable, leak-proof, and be covered with metal, canvas, or a fishnet type material while in transit.
- B. The licensee shall maintain all solid waste collection and transportation vehicles in a safe and sanitary manner, and provide brooms and shovels on each vehicle for the purpose of cleaning up spilled material. All safety equipment including, but not limited to, horns, lights, and reflectors shall be operable.
- C. The hauler shall print or paint in legible characters the capacity of each vehicle, and the name, address, and telephone number of the hauler on each side of all vehicles or containers used by the hauler to store, collect or transport solid waste in the County. Vehicles or trailers used to collect solid waste or recyclables must also have a unique identification number visibility located. Letters and numbers shall be at least four (4) inches high for all vehicles and at least two (2) inches high for all containers. This provision shall not apply to containers owned and maintained by a solid waste generator.
- D. The Department may inspect and approve all solid waste collection and transportation vehicles.
- E. The licensee shall not allow solid waste to remain or be stored in any collection or transportation vehicle, including roll-offs and other detachable containers, in excess of forty-eight (48) hours, except in the event of an emergency such as inclement weather, equipment breakdown, or accident. Any storage of solid waste in containers must be done with a water impermeable cover.
- F. The licensee shall take reasonable care to protect the property of customers being served. The licensee shall be responsible for any damage or spillage of solid waste as a result of the licensee or the licensee's employees or agent's actions.
- G. The licensee may not collect or transport solid waste that are smoking, smoldering, or burning.
- H. The licensee shall be responsible for the cleanup of any solid waste that must be dumped in an emergency. The operator of the vehicle shall immediately notify the Department and the appropriate law enforcement agency and emergency service of such emergency dumping.

- I. Haulers shall not accept for collection in the County any mixed municipal solid waste that contains yard waste, including Christmas trees, dry cell batteries (as prohibited by Minnesota Statutes, section 115A.9155), solid wastes containing mercury (as prohibited by Minnesota Statutes, section 115A.932), motor vehicle fluids and filters (as prohibited in Minnesota Statutes, section 115A.916), or any material that has been banned from solid waste or mixed municipal solid waste by any Minnesota Statutes. Banned items include, but are not limited to, waste tires, major appliances, prohibited electronic wastes, telephone directories, and medical waste.
- J. Haulers shall not mix source separated recyclable or organic materials with mixed municipal solid waste or handle source-separated recyclable or organic materials in any way that reduces the reusability or marketability of the source separated recyclable or organic materials.

5.5 RECORDS AND REPORTING REQUIREMENTS

- A. A Hauler must keep records and report to the Department information relating to the collection, processing, and disposal of solid waste and source separated recyclable and organic materials collected by the hauler. The required reporting for the previous calendar year shall be reported to the Department, on a form provided by the Department, by January 31 of each year. Failure to supply this information or the supplying of intentionally misleading information may be reason for immediate license revocation.
- B. A hauler shall keep records of the following information for at least three (3) years. For purposes of this Ordinance, "origin" means a general geographic description that at a minimum includes the names of the local governmental unit within the County. "Type" means a best estimate of the percentage of each truckload that consists of residential, commercial, industrial, construction and demolition debris, or any other general type of solid waste and source separated recyclable and organic materials.
 1. Types and quantities of solid waste: a hauler shall maintain records regarding the volume or weight, type(s), and origin(s) of collected. For each vehicle, the hauler shall keep a daily record of the origin(s), type(s), and weight of the waste collected that day, and the identity of the solid waste management facility at which collected waste is deposited. If the waste is measured by volume at the solid waste facility at which it is deposited, the record may indicate the volume rather than the weight of the waste.
 2. Number of residential and non-residential accounts: the hauler shall maintain a record of the number of residential and non-residential accounts serviced in each geographic origin. For reporting purposes, units in multi-unit residential buildings shall be considered residential accounts, and each individual unit shall be reported as a separate account.
 3. Total weight of solid waste: the hauler shall maintain a record of the total weight of all solid waste collected from residential accounts and non-residential accounts for each geographic region. The weight of the solid waste collected shall be reported and documented by scale or other County approved documentation method.

4. The hauler shall maintain a record of the weight of source separated recyclable and organic materials collected from residential and non-residential accounts, for each of the following recyclable materials: newsprint, corrugated cardboard, mixed paper, magazines, metal/aluminum, glass containers, plastic containers, boxboard, major appliances, scrap metal, and additional materials as from time to time mandated by the Board. The weight of each type of recyclable material collected may be estimated based upon the percentage of each material type recorded in previously documented collections. The amount of recyclable materials collected from each geographic origin may be estimated based on the proportion of accounts in each community.

5.6 INSURANCE REQUIREMENTS

The hauler shall obtain, maintain, and submit with the license application certificates of insurance issued by insurers duly licensed by the State of Minnesota providing the following coverage, or a self-insurance plan certified by the Department of Commerce providing equivalent coverage.

A. Commercial General Liability Coverage

1. \$1.5 million each occurrence
2. \$3 million general aggregate
3. \$3 million products and completed operations aggregate
4. The policy should be written on an occurrence basis, not a claims-made basis.
5. The County will be included as an Additional Insured.
6. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.

B. Auto Liability Coverage

1. \$1.5 million on a combined single limit basis
2. Auto coverage should include any auto, including hired and non-owned.
3. The County must be included as an Additional Insured.
4. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
5. Auto coverage will be waived only when the licensee's work under the contract clearly does not involve the use of a vehicle on the County's behalf.

C. Excess or Umbrella Liability Coverage:

1. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each type of coverage.
2. The policy should be written on an occurrence basis, not a claims-made basis.
3. The County will be included as an Additional Insured.

D. Workers' Compensation and Employer's Liability Coverage

1. Workers' compensation coverage in compliance with statutory limits per applicable state and federal laws.
 2. Employer's liability coverage with minimum limits of:
 - a. Bodily injury by accident: \$500,000 each accident
 - b. Bodily injury by disease: \$500,000 each employee
 - c. Bodily injury by disease: \$500,000 policy limit
- E. Professional Liability Coverage:
1. Professional liability coverage for individuals who perform professional or semi-professional services.
 2. Minimum liability limits for independent contractors
 - a. \$2 million per wrongful act or occurrence
 - b. \$4 million annual aggregate level 1

Licensee shall provide the County with original Certificates of Insurance as evidence of required coverage. Coverage must be in force for the complete term of the license. If insurance expires during the term of the license, a new Certificate of Insurance must be received by the County at least ten (10) days prior to the expiration date. The new insurance must meet the terms of the original contract. Licensee must provide a minimum of thirty (30) days' advance notice to the County of any substantial change to or cancellation of any insurance policies. Licensee is responsible for any deductible or self-insured retention contained within Licensee's insurance program. The County reserves the right to rescind any license not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Licensee. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. The County shall not accept any insurance under which the licensee or its insurer attempt or purport to avail themselves of any governmental right of immunity available to the County as a municipal corporation pursuant to any common law doctrine, Minnesota Statutes, chapter 466, or other statutory authority.

5.7 SUSPENSION OF LICENSE

Any license issued pursuant to this Ordinance may be suspended for not longer than sixty (60) days by the Department on behalf of the Board for violation of any provision of this Ordinance. Suspension shall not occur earlier than ten (10) calendar days after written notice of suspension has been served on the hauler, or, if a hearing is requested, until the written decision of the Department on behalf of the Board has been served on the hauler. Such written notice shall contain the effective date of suspension, the nature of the violation or violations constituting the basis for the suspension, the facts which support the conclusion that a violation or violations have occurred and a statement that the hauler is entitled to a hearing provided that it request such hearing in writing by serving said request to the Board in care of the Department within ten (10) calendar days of service of such notice, exclusive of the day of service. If the hauler fails to request a hearing within the time prescribed, it shall forfeit any right to a public hearing.

Following receipt of a request for a hearing, the Department on behalf of the Board shall set a hearing date which will be set at a time convenient for all parties. If the suspension is upheld and

the hauler has not demonstrated within the sixty (60) day period that full compliance with this Ordinance has been attained and that such compliance will be continued, the Department on behalf of the Board may serve Notice of Suspension once again or initiate the revocation procedures below.

5.8 REVOCATION OF LICENSE

Any license issued pursuant to this Ordinance may be revoked by the Department on behalf of the Board if the Department finds just cause exists to revoke said license. The violation of any provision of this Ordinance shall be good cause for revocation. Without excluding other sufficient grounds for revocation, the filing of an application containing any statement of information known to the applicant to be false, the failure to comply with any rule or requirement herein, the failure to provide information or the failure to remain in compliance with federal or state laws, rules or regulations shall each be good cause for revocation. Revocation shall not occur earlier than ten (10) calendar days after written notice of revocation has been served on the hauler, or, if a hearing is requested, until the written decision of the Board has been served on the hauler. Such written notice shall contain the effective date of the revocation, the nature of the violation or violations constituting the basis for revocation, the facts which support the conclusions that a violation or violations have occurred, and a statement that the hauler is entitled to a hearing, provided that it request such hearing in writing by serving said request to the Department on behalf the Board within ten (10) calendar days of service of such notice, exclusive of the day of service. If the hauler fails to request a hearing within the time prescribed, it shall forfeit any right to a public hearing. Upon receipt of a written request for a hearing, the Department on behalf of the Board shall arrange a hearing not earlier than ten (10) days and not later than thirty (30) days from the date of receipt of the request.

5.9 HEARINGS

A request for a hearing on a suspension or revocation of a license, denial of a license or abatement notice, shall be held before the Board, or a hearing examiner as provided below, and shall be open to the public. If a request for a hearing is not filed within the specified time period, the opportunity for a hearing is forfeited and the action of the Department becomes final and binding.

- A. Unless an extension of time is requested by the appellant in writing directed to the Chair of the County Board and is granted, the hearing will be held no later than forty-five (45) calendar days after the date of service of request for a hearing, exclusive of the date of such service. In any event, such hearing shall be held no later than ninety (90) calendar days after the date of service of request for a hearing, exclusive of the date of such service.
- B. The Board shall mail notice of the hearing to the appellant, with a copy to the Department and the County Attorney's Office, at least fifteen (15) working days prior to the hearing. Such notice shall include:
 1. A statement of time, place, and nature of the hearing.
 2. A statement of the legal authority and jurisdiction under which the hearing is to be held.
 3. A reference to the particular section of the Ordinance and Agency rules, if any, involved.

- C. The Board may by resolution appoint an individual or the Solid Waste Committee, to be known as the hearing examiner, to conduct the hearing and to make findings of fact, conclusions, and recommendations to the Board. The hearing examiner shall submit the findings of fact, conclusions, and recommendations to the Board in a written report, and the Board may adopt, modify, or reject the report.
- D. The appellant may be represented by counsel. The County may be represented by the County staff or by the County Attorney's Office. The County, the appellant, and additional parties, as determined by the Board or hearing examiner, in that order, shall present evidence. All testimony shall be sworn under oath. All parties shall have full opportunity to respond to and present evidence, cross-examine witnesses, and present argument. The Board or hearing examiner may also examine witnesses.
- E. The County shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is provided by substantive law, and all findings of fact, conclusion, and decisions by the Board shall be based on evidence presented and matters officially noticed.
- F. All evidence that possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to rely in the conduct of their serious affairs. Evidence that is incompetent, irrelevant, immaterial, or unduly repetitious may be excluded. The hearing shall be confined to matters raised in the County's written notice of suspension or revocation of a license, or Abatement Notice or in the appellant's written request for a hearing.
- G. At the request of any party, or upon motion of the Board or hearing examiner, a pre-hearing conference shall be held. The pre-hearing conference shall be conducted by the hearing examiner, if the Board has chosen to use one, or by a designated representative of the Board. The pre-hearing conference shall be held no later than five (5) County working days before the hearing. The purpose of the pre-hearing conference is to:
 - 1. Clarify the issues to be determined at the hearing.
 - 2. Provide an opportunity for discovery of all relevant documentary, photographic or other demonstrative evidence in the possession of each party. The hearing examiner or Board's representative may require each party to supply a reasonable number of copies of relevant evidence capable of reproduction.
 - 3. Provide an opportunity for discovery of a full name and address of all witnesses who will be called at the hearing and a brief description of the facts and opinions of which each is expected to testify. If the names and addresses are not known, the party shall describe them thoroughly by job duties and involvement with the facts at issue.
 - 4. If a pre-hearing conference is held, evidence not divulged as provided above shall be excluded at the hearing unless the party advancing the evidence took all reasonable steps to divulge it to the adverse party prior to the hearing and:
 - a. The evidence was not known to the party at the time of the pre-hearing conference; or
 - b. The evidence is in rebuttal to matters raised for the first time at or subsequent to the pre-hearing conference.

H. If the appellant fails to appear at the hearing, they shall forfeit any right to a public hearing before the Board or hearing examiner and their failure to appear shall be deemed their waiver of their right to appeal the decision made by the County and the decision made by the County will stand.

ARTICLE 6. FACILITY REQUIREMENTS AND LICENSES

It is unlawful for any person to establish, operate, or maintain a solid waste management facility without a license from the County. No person shall cause, permit, or allow land or property under that person's control to be used for solid waste processing, disposal, recycling facility, or transfer station purposes, except at a site that complies with all County ordinances, regulations, local, State, and federal guidelines, statutes, rules, and regulations.

6.1 FACILITY LICENSES

Although not an exclusive list, the following types of facilities shall obtain a solid waste management facility license from the County. Additional licenses for facilities not specifically listed may be required as determined by local, State, and federal regulations.

- A. Solid Waste Land Disposal Facilities
- B. Construction and Demolition Debris Land Disposal Facilities
- C. Permit-by-rule Demolition Debris Land Disposal Facilities
- D. Industrial Solid Waste Land Disposal Facilities
- E. Transfer Stations
- F. Permit-by-rule Transfer Facilities
- G. Solid Waste Processing Facilities
- H. Waste Tire Facilities
- I. Recycling Facilities
- J. Yard Waste/ Compost Sites
- K. Appliance Storage Sites
- L. Hazardous Waste Facilities
- M. Refuse Derived Fuel Facilities
- N. Energy Recovery Facilities
- O. Incinerators
- P. Land Application of Waste

6.2 PLANNING AND ZONING APPROVAL

Prior to submitting a license application for a facility, the applicant shall apply for and be granted the applicable land use permit from the County, or municipality, if applicable. Any use of land for solid waste management facilities within the County shall comply with the applicable zoning requirements of the County Land Use Ordinance, or the zoning requirements of municipalities, if applicable.

6.3 STATE AND/OR FEDERAL APPROVAL

Prior to submitting a license application for a facility, the applicant shall apply for and be granted any applicable State and federal permit requirements.

In addition to the general requirements provided for in this Ordinance and the specific requirements of this Section, the design, construction, and operation of solid waste management facilities shall be in accordance with Minnesota Statutes, chapter 115A and Minnesota Rules, chapters 7035 and 9220 which are hereby adopted by reference as part of this Ordinance or as amended.

6.4 FACILITY LICENSE REQUIREMENTS

As per Minnesota Statutes, chapter 400 and 115A, the County has adopted a comprehensive Solid Waste Management Plan. Any application for a license to operate a solid waste facility in the County will first be evaluated based on whether the need and location of the proposed facility is consistent with the comprehensive Solid Waste Management Plan.

An application fee, the amount to be determined by the Department and approved by the County Board, shall be established to process the facility license application and review all plans and specifications and shall accompany the application.

An application for a license or license renewal shall be made to the Department on forms furnished by the Department. The application shall not be considered complete until the Department has received all information, materials, plans, financial assurance, certificates of insurance, and fees required under this Ordinance.

Applicants for a license shall not commence any construction activities or operation until the permit has been issued.

The Board may require financial assurance as appropriate for any or all solid waste management facilities, based on their size, operating life, operational practices, and types of waste accepted.

6.5 FACILITY LICENSE APPLICATION

The application for initial license shall include all of the following:

- A. A land use permit as required by the County Land Use Ordinance or the zoning authority having jurisdiction over the proposed site.
- B. A complete copy of the permit application submitted to the MPCA, including a set of complete plans, specifications, design data, and ultimate land use.
- C. Unless otherwise indicated herein or provided by the Board, the applicant shall submit written proof that all municipal or township governing bodies located within two (2) miles of the affected property have been notified. Property owners of record within one-quarter (1/4) mile of the affected property shall be notified in writing of the proposed facility.
- D. A written statement of how the proposed facility is consistent with the Crow County Solid Waste Management Plan.
- E. Current Agency Certificate of Need (CON), if applicable.
- F. An application fee as established by the County Board.

- G. The license application shall include two sets of complete plans, specifications, design data, ultimate land use plan if applicable, proposed operating procedures and such other information as may be required by the County, all prepared by a professional engineer registered in Minnesota.
- H. The applicant shall submit additional information as requested by the Department.
- I. The applicant shall also submit the proposed plan of operation, closure, financial assurance, and post closure activity.

6.6 REVIEW OF FACILITY LICENSE APPLICATION

After receiving a complete license application that includes all required information, the County shall have sixty (60) days to either grant or deny the license. If any applicant is denied a license, the applicant shall be notified in writing by the County of the reasons for the denial of the license. A denial shall be without prejudice to the applicant's right to file a further application after revisions are made to meet objections specified as reasons for the denial. Submission of false information by the applicant shall constitute grounds for denying, suspending, or revoking a permit or permit renewal. Appeals of any decision shall follow the procedures outlined in Section 5.9.

- A. The licensee shall comply with the operational conditions stated in the application as approved by the County. Failure of the licensee to comply with such operational conditions is a violation of this Ordinance and the licensee is subject to the penalties provided herein.
- B. A license may be granted that is contingent upon compliance with special conditions specified in the license. Such conditions, if any, shall be designed to promote the health, welfare, and safety of the public pursuant to this Ordinance. Failure of the licensee to comply with such special conditions is a violation of this Ordinance and is subject to the penalties provided herein.
- C. No license application will be considered until written proof that the local governing body, if applicable, has considered the establishment of the facility and the results of that consideration are provided to the Department.
- D. No license application will be considered until written proof that the State or federal governing body, if applicable, has considered the establishment of the facility and the results of that consideration are provided to the Department.

6.7 TERMS OF FACILITY LICENSE, RENEWAL AND TRANSFERABILITY

The term and renewal of solid waste management facility licenses are governed by this Section.

- A. Unless otherwise provided by the Board, the term of a solid waste management facility license granted pursuant to the provisions of this Ordinance shall be when the property transfers ownership, license expires, license is revoked, expiration of the Agency permit, modifications are made to the solid waste management facility or unless sooner renewed, suspended, or revoked.
- B. Each license granted by the County under this Article shall expire the December 31st following its issuance, or on December 31st for a term to be determined by the Board and specifically stated on the license.

- C. Application for renewal of a license shall be made in writing to the Department and shall be signed by an individual authorized to act on behalf of and bind the licensee. Application for a license renewal shall contain a statement of any changes in the information submitted from the last approved license application. Application for a license renewal shall contain reports required by the Ordinance. If applicable, the licensee shall submit financial assurance information including the financial assurance mechanism used, the amount of bond or letter of credit, cash on deposit, amount in a depository account or trust account and other information requested on a form provided by the Department. Failure to submit such information is grounds for revocation or for not granting renewal of the license. If there are no changes in financial assurance, it shall be so stated in the renewal application.
- D. Any license obtained under this Ordinance shall be nontransferable. Licenses issued to corporations, partnerships or associations shall be valid only so long as there is no change in ownership. Corporations, partnerships, or associations holding licenses shall submit written notice to the solid waste department of any such changes in ownership on or before thirty (30) days prior to the effective date of any such change. In the case of a corporation, the licensee shall notify the Department when a person or entity not listed in the application acquires an interest and shall give all information about such person as is required pursuant to the provisions of this Article.
- E. In each application for solid waste management facility license, the owner and operator shall be named as the proposed licensees. Co- licensees are jointly and severally liable for Ordinance violations.

6.8 INSURANCE REQUIREMENTS

Unless otherwise provided by the Board, the applicant shall furnish to the County certificates of insurance issued by insurers duly licensed by the State of Minnesota covering public liability insurance, including general liability, automobile liability, completed operations liability, and bodily injury liability in amounts to be set by the Board and/or described in Section 5.6. In addition, the applicant shall provide evidence of workers compensation coverage in the required statutory amounts.

6.9 FACILITY RECORDS AND REPORTING REQUIREMENTS

It shall be the obligation of the operator of a solid waste facility to maintain accurate operation records. To be considered for renewal, the licensee must maintain the following records and submit reports as required by the Department.

Accurate daily records of solid waste management facility operations shall be maintained and made available upon request to the County or authorized representative including:

- A. Receipt in tons and cubic yards shall be recorded daily in a manner acceptable to the County. This information shall provide statistics on the types and quantities of solid waste received including, but not limited to, residential solid waste, non-residential/institutional waste, construction and demolition waste and industrial solid waste and source separated recyclables and organic materials.
- B. General areas in which a particular type of solid waste disposal takes place within a solid waste land disposal facility shall be recorded.

- C. Information that identifies the types and quantities of solid waste or source separated recyclables and organic materials released from the site or transported to other solid waste management facilities and the location. This information includes but is not limited to solid waste, recyclables, organics, ash, leachate, and residual materials derived from waste processing.
- D. Copies of reports and data related to environmental monitoring including but not limited to groundwater testing, leachate analysis, methane monitoring, air emission data and communication with the MPCA.
- E. Disposal of hazardous waste is prohibited. All hazardous wastes generated by the facility operation or delivered to the facility by other persons must be recorded, and documentation of management in accordance with State and federal regulations and as set out in the facility's operations plan must be reported.

The licensee shall submit a copy of the licensed facility's annual report required by the Agency or the provisions of this Ordinance to the Department by March 1st of each year.

Within two (2) hours of an emergency incident that results in conditions that may be adverse to public or environmental health, the licensee/permittee shall submit oral notification to the Administrator. This report shall be followed with written notification within forty-eight (48) hours of the incident.

When corrective actions are required by County, State, or federal agencies, a report of the incident and actions taken shall be submitted to the Administrator within fifteen (15) days of completion of the action.

6.10 GENERAL REQUIREMENTS FOR ALL FACILITIES

The following items shall be established, constructed, or provided for at all solid waste management facilities, unless specifically exempted by the Department:

- A. Sanitary facilities and shelter shall be available at the site.
- B. Effective litter control devices such as portable fences shall be utilized.
- C. Effective noise, odor, dust, and vibration control devices.
- D. Effective stormwater control and relevant permitting.
- E. Electrical service, as necessary for operations and repairs.
- F. Firefighting facilities on site adequate to ensure the safety of employees.
- G. Emergency first aid equipment to provide adequate treatment for all accidents.
- H. A potable water supply for site personnel.
- I. Shelter for maintenance and storage of site equipment.
- J. Adequate facilities to ensure that no vehicle desiring entry into the site may have to wait outside the perimeter of the site.
- K. Adequate communication facilities shall be provided for emergency purposes.

- L. The site shall be fenced or secured to prevent unauthorized entry and a gate shall be provided at the entrance to the site and kept locked when an attendant is not on duty.
- M. An all-weather haul road to the unloading area.
- N. Visual screening of the site, as approved by the Department, shall be provided by use of natural objects, trees, plants, seeded soil berms, fences, or other suitable means.
- O. An area shall be designated to inspect and store solid waste to determine whether or not unacceptable waste is contained in the solid waste deposited at the site.

6.11 FACILITY FEE AUTHORIZED

The Board may establish solid waste land disposal facility fees pursuant to Minnesota Statutes, section 115A.919 and may utilize fees received pursuant to Minnesota Statutes, section 115A.923.

- A. Any solid waste management facility subject to such fees shall file a monthly fee in the following manner:
 - 1. The monthly fee shall be reported on a form approved by the Department.
 - 2. The form shall be signed by the facility operator or a person authorized by the facility operator to do so.
 - 3. The fee in the full amount must be paid to Crow Wing County and must accompany the form.
 - 4. The fee and form shall be filed with the Department on or before the last day of the month immediately following the month in which the fee was incurred.
 - 5. Non-payment of fees shall be a violation of this ordinance including grounds for denial of a license application or renewal.

ARTICLE 7. FEES AND SERVICE CHARGES

7.1 FUNDING

Environmental and operating costs resulting from the implementation of this Ordinance shall be funded through the fees and service charges imposed herein. Revenue for debt service for bonds issued prior to the adoption of this ordinance may be raised by property taxes at the discretion of the Board.

7.2 FEE SCHEDULE FOR LICENSE AND PERMITS

Fees for licenses and permits shall be set by resolution of the Board.

7.3 INVESTIGATION FEES

Fees for repeated visits or investigations of property to determine compliance with the Ordinance may be established and set by resolution of the Board.

The fees established shall include the cost and amount of the service, including data accumulation, planning, depreciation, and administration.

7.4 TIPPING FEES

The Board shall establish or amend the tipping fees by resolution. The fees shall be determined by:

- A. The cost of acquisition, construction, operation, maintenance, closure, and post closure care of county solid waste facilities.
- B. The cost of the county waste management services including those provided by the facilities.
- C. The anticipated cost of acquisition, construction, closure, and post closure care of existing or anticipated facilities.
- D. All other costs incurred in the operation of the county waste management program.

7.5 LICENSE AND PERMITTING EXEMPTION

Any solid waste facilities or vehicles owned and operated by the County or any political subdivision thereof shall be exempt from licensing requirements but shall be subject to the other requirements of this Ordinance.

7.6 SOLID WASTE SERVICE CHARGE

Rates and charges for solid waste management services are to be determined annually by the Board and established in conjunction with the annual tax levy, budget, and landfill tipping fees.

The solid waste management service charge will be included on real estate, personal property, and mobile home tax statements. The amount of the service charge will be provided to the Land Services Director each year by November 30 for inclusion in the subsequent year's tax statement.

Charges included on real estate, personal property and mobile home tax statements will be due and payable to the Crow Wing County in the same proportion and on the same due dates as for payment of the taxes on the statement.

ARTICLE 8. INSPECTIONS, VIOLATIONS AND ENFORCEMENT

8.1 INSPECTIONS

All real property affected by this Ordinance shall be subject to inspection by the County, Agency, Law Enforcement Officer, or their designees in accordance with Minnesota Statutes and this Ordinance. After presentation of credentials, the County, Agency, Law Enforcement Officer, or their designees may collect samples for evidence or laboratory examination as deemed necessary for the enforcement of this Ordinance. No person shall refuse to permit the County, Agency, Law Enforcement Officer, or their designees, to inspect any premises or interfere with or resist the County, Agency, Law Enforcement Officer, or their designees, in the discharge of their duty to protect the public health and safety.

Fees for repeated visits or investigations of property to determine compliance with the Ordinance may be established and set by resolution of the Board. The fees established shall include the cost and amount of the service, including data accumulation, planning, depreciation, and administration.

Inspection of solid waste management activities, facilities, and/or a licensee's premises shall be made by the Department in such frequency as to ensure consistent compliance by the licensee with this Ordinance.

- A. The applicant or licensee shall allow free access to the County at any reasonable time for the purpose of making such inspections as may be necessary to determine compliance with the requirements of this Ordinance.
- B. Failure of the applicant or licensee to permit such inspection shall be grounds for denial, suspension, or revocation of a license. The licensee shall be provided with written documentation of any deficiencies and the date by which the corrections shall be completed.
- C. Whenever necessary to enforce any provision of this Ordinance, or whenever the County has reasonable cause to believe that a violation of this Ordinance exists, the County may enter premises to inspect the same or to perform any duty incumbent upon the Department.
- D. Whenever the County or its authorized representatives shall find in any building, vehicle, or on any premises any material, condition, or activity endangering the health, welfare, or safety of the public, or environment, the County shall issue such orders as may be necessary for the enforcement of this or other applicable County ordinances, or Minnesota Statutes governing and safeguarding the health, welfare, and safety of the public or environment.
- E. Repeated violations of this Ordinance or failure to comply with any order of the County, shall be grounds for suspension or revocation of a license.
- F. Any order or notice issued or served by the County shall be complied with by the owner, operator, or other person responsible for the condition or violation to which the order or notice pertains. Every order or notice shall set forth a time limit for compliance depending on the nature of and the danger created by the violation. In cases of extreme danger to health, welfare, and safety of the public or environment, immediate compliance shall be required.

- G. If a building, premises or vehicle is owned by one person and occupied or operated by another, under lease or otherwise, and the order or notice requires immediate compliance for the health, welfare, and safety of the public or environment, such order or notice shall be served on the owner, operator, or occupant and the owner, operator or occupant shall ensure compliance with the order or notice.
- H. Upon written notification from the licensee that all the violations for which a suspension has been issued have been corrected, the County shall re- inspect the solid waste management activity within three (3) business days. If the County finds upon such re-inspection that the violation has been corrected, the County shall inform the licensee of reinstatement of the licensee.

8.2 ACTION AUTHORIZED

For violations of this Ordinance, the County may take the following actions: issuance of a Notice of Violation; issuance of Citation(s); issuance of an Abatement Order; issuance of an Administrative Penalty Order if authorized by law; suspension or revocation of a license/permit issued under this Ordinance; execution of a Stipulation Agreement; and/or commencement of other civil proceedings.

- A. Notice of Violation: The County may issue a Notice of Violation (NOV) as defined in this Ordinance to any person or business alleged to have committed a violation of this Ordinance. A NOV shall serve to place the person or business alleged to have committed a violation on notice that compliance with specified Ordinance requirements must occur to avoid additional enforcement actions. The NOV shall be served by mail, certified mail, or by personal service on the person(s) or business alleged to have committed a violation of this Ordinance.
- B. Citation: Any person or Chief Executive Officer of business who fails to comply with the provisions of this Ordinance is guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues. In the event of a violation or a threatened violation of this ordinance, the County, in addition to other remedies, may institute appropriate actions or proceedings to prevent, restrain, or abate such violations or threatened violations. The County may and is empowered to issue citations and/or cease and desist orders to halt the progress of any on-going violation. When the work has been stopped by the County for any valid reason whatsoever, it shall not again be resumed until the reason for the work stoppage has been completely satisfied and the cease and desist order lifted.
- C. Abatement: If a property owner does not complete Corrective Actions within the timelines given in a NOV, a Stipulation Agreement or a court order, the County may abate the violations and the County has the authority to enter the property and perform the Corrective Actions and recover the costs of the same from the property owner through Minnesota Statutes, section 375.18, Subp.14.

An Abatement Notice shall include the following information and procedures:

- 1. Notice that the property owner has not completed the Corrective Actions within the time period required in the attached NOV(s), Stipulation Agreement or court order.

2. Notice that the County or its agent intends to enter the property and commence abatement of the conditions on the property that violate this Ordinance in thirty (30) days.
3. Notice that the property owner must correct the violation(s) before thirty (30) days to avoid any civil liability for the costs of inspection and abatement that the County may incur.
4. The Abatement Notice must be served on a property owner by certified mail or personal service. Service by certified mail shall be deemed complete upon mailing. If the property owner is unknown or absent and has no known representative upon whom the Abatement Notice can be served, the County shall post the Abatement Notice at the property. The County must send a copy of the Abatement Notice to the County Attorney's Office.
5. In the event a property owner does not abate the Ordinance violations within the applicable time period, the County may expend funds necessary to abate the violation(s) in accordance with applicable County policies and procedures:
 - a. The County may pursue recovery of all costs, including enforcement costs, from the property owner for abatement incurred by the County, by any means allowable by law. The cost of any enforcement action may be assessed and charged against the property on which the violations are located.
 - b. The County shall keep a record of the costs of abatements done under this Ordinance and report all work done for which assessments are to be made, stating and certifying the description of the land, lots or parcels involved and the amount assessable to each to the Land Services Director.

8.3 COMMENCEMENT OF CIVIL COURT ACTION

In the event of a violation or a threat of violation of this Ordinance, the Board may also institute other appropriate civil actions or proceedings in any court of competent jurisdiction, including requesting injunctive relief, to prevent, restrain, correct, or abate such violations or threatened violations. The County may recover all costs, including reasonable attorney's fees, incurred for enforcement of this Ordinance through a civil action. If a property owner does not complete the Corrective Actions within the timelines in a court order, the County may correct the violations and the County has the authority to enter the property and perform the Corrective Actions. The County may recover the costs of the same from the property owner through the court process or through the process set out Section 8.2.

8.4 STATUS OF FINANCIAL ASSURANCE

Financial Assurance issued for the facility shall remain in full force and effect during all periods of suspension, emergency suspension, and revocation of the license/permit and is subject to claim by the County in accordance with the provisions of this Article.

8.5 APPEAL

Any appellant aggrieved by the decision of the Board may appeal that decision within thirty (30) days after receipt of notice of decision to the District Court.

ARTICLE 9. EFFECTIVE DATE

This Ordinance shall be in full force and effect on and after its adoption and publication pursuant to law.