



# AGENDA

## Blackduck City Council Meeting

6:00 PM - Monday, June 8, 2020  
 City Hall, 8 Summit Drive, Blackduck MN

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1. CALL TO ORDER	
a. Roll Call	
b. Pledge of Allegiance	
2. APPROVAL OF AGENDA	
3. RESIGNATION OF MAYOR PATCH & APPOINTMENT OF VICE-MAYOR MOORE	
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b. <a href="#">2020-17 Resolution appointing Vice -Mayor Paige Moore to serve the term of the resigning Mayor through December 31, 2020; or when 2020 General election results have been finalized</a> <a href="#">Letter of Interest - Paige Moore</a>	5 - 6
c. Oath of Office - Swearing in of Mayor Paige Moore	
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b. <a href="#">May 12, 2020 Blackduck Liquor Committee Meeting Minutes</a>	15 - 16
c. <a href="#">May 12, 2020 Blackduck Public Works Committee Meeting Minutes</a>	17 - 18
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o.	May 2020 Golf Course Income Statement	
p.	May 2020 Liquor Store Income Statement	
q.	<a href="#">Final Approval - May/June 2020 new hires Report</a>	109
r.	<a href="#">Final Approval - Kip Newman Satisfaction of Housing Rehab Mortgage</a>	110 - 127
5.	<b>BLACKDUCK FORUM</b> <i>Visitors may share their concerns with Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. All comments will be taken under advisement by the Council. No action will be taken at the time.</i>	
6.	<b>CITY OF BLACKDUCK CONSIDERATION ANTI-RACISM TRAINING - SARA BARETT</b>	
7.	<b>REPORTS OF COMMITTEES AND CITY STAFF</b>	
7.1.	Public Works Report - Mike Schwanke, Public Works Supervisor	
a.	Downtown Alley Paving - Discuss quotes <a href="#">Northern Paving alley quote</a> <a href="#">BBI alley quote</a>	128 - 131
7.2.	Liquor Store Report - Shawnda Lahr, Liquor Store Manager	
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b.	<a href="#">Approval Needed - The Pond Food Service Requested By Client</a>	138 - 139
7.3.	Law Enforcement Report - Jace Grangruth, Police Chief	
7.4.	Fire Department Report - Brian Larson, Fire Chief	
7.5.	Golf Course Report - Jim Andersen, Golf Course Superintendent & Pam Exner, Club House Manager	
7.6.	Library Report - Kelly Hanks, Head Librarian	
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8.	<b>BLACKDUCK BLANDIN GROUP</b>	
9.	<b>ADMINISTRATOR'S REPORT</b>	
a.	<a href="#">Approval Needed - Resolution 2020-18 - Resolution accepting signature card authorization to new city mayor</a>	140
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c.	<a href="#">Approval Needed - Resolution 2020-01 revised-Resolution of annual appointments and designations for 2020</a>	142 - 145
d.	<a href="#">Donation Request - 2020 Blackduck After Prom</a>	146 - 147
e.	<a href="#">Approval Needed - Motor Vehicle Exclusion Permit 2020-01 - Paul Zanter 141 Liberty Drive</a>	148 - 150

- f. RFP for Legal Services - update
  - g. June 11, 2020 6pm - Council Work Session - Ehlers presentation for financing City Building Projects
  - h. June 22, 2020 @ 6PM - Council Work Session
  - i. July 1, 2020 - City Offices Closed in Observance of Independence Day
  - j. July 6, 2020 @ 6pm - City Council Regular Meeting
10. MAYOR AND/OR COUNCIL MEMBER REPORTS
11. COMMUNITY EVENTS/GOOD THINGS HAPPENING
- a. City of Blackduck Employee Anniversaries  
Terry Frenzel 2000 - Fire Department - 21 years  
Natasha Stadstad 2016 - Liquor Store - 5 years
  - b. Blackduck Development Corp Meeting - Wednesday June 10, 2020 @ 11am - location to be determined
  - c. Blackduck Area Chamber of Commerce Meeting - Wednesday June 17, 2020 @ noon @ The Pond
  - d. Blackduck Planning Commission Meeting - Wednesday, June 17, 2020 @ 2pm @ City Hall
12. ADJOURNMENT



# CITY OF BLACKDUCK RESOLUTION NO: 2020-16

## RESOLUTION ACCEPTING RESIGNATION AND DECLARING A VACANCY

**WHEREAS**, the Blackduck City Council has received the written resignation (*attached*) of Mayor Rudy Patch, effective on effective June 1, 2020;

**NOW THEREFORE BE IT RESOLVED**, by the City Council of Blackduck, Minnesota, as follows

1. The council accepts Mayor Patch's resignation as described above.
2. The council declares that a vacancy exists on council effective June 1, 2020;

**THEREFORE BE IT FURTHER RESOLVED**, by Minnesota Statute §412.02, subd. 2a requires the City Council of Blackduck, Minnesota appoint an individual to fill the vacancy until a special election is held at its next general election in 2020.

Adopted by the City Council of the City of Blackduck on June 8, 2020.

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Paige Moore, Vice-Mayor

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Christina Regas – City Administrator



# CITY OF BLACKDUCK RESOLUTION NO: 2020-17

## **RESOLUTION APPOINTING VICE-MAYOR PAIGE MOORE TO SERVE THE TERM OF THE RESIGNING MAYOR THROUGH DECEMBER 31, 2020; OR WHEN 2020 GENERAL ELECTION RESULTS HAVE BEEN FINALIZED**

**WHEREAS**, Rudy Patch, the Mayor of Blackduck has resigned and his term expires December 31, 2020; and,

**WHEREAS**, the City of Blackduck seeks to appoint an individual to fill the existing term of the resigning Mayor through December 31, 2020; or when 2020 General Election results have been finalized;

**NOW THEREFORE BE IT RESOLVED**, that Vice Mayor Paige Moore is appointed Mayor to serve the existing term of the resigning Mayor.

Ayes:

Nays:

*Abstained: Paige Moore*

Recused:

Adopted by the City Council of the City of Blackduck on June 8, 2020.

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Paige Moore, Vice-Mayor

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Christina Regas – City Administrator

**From:** [Paige Moore - Blackduck](#)  
**To:** [Christina Regas](#)  
**Subject:** Letter  
**Date:** Friday, June 5, 2020 1:24:37 PM

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City of Blackduck,

I wanted to use this opportunity to express my willingness and ability to serve the Blackduck community as its mayor. I am looking forward to a healthy and successful relationship between myself and the community. Blackduck is a great place to live and I sincerely appreciate the opportunity to serve it.

Thank you.

Paige



# MINUTES

## Council Meeting

6:00 PM - Monday, May 4, 2020

City Hall, 8 Summit Drive, Blackduck MN

The Council of the City of Blackduck was called to order on Monday, May 4, 2020, at 6:00 PM, and was presented to the public through YouTube Live, with the following members present:

**COUNCILORS PRESENT:** Mayor Rudy Patch, Councilor Paige Moore, Councilor Jason Kolb, and Councilor Maxwell Gullette

**COUNCILORS EXCUSED:**

**STAFF PRESENT:** City Administrator Christina Regas, Police Chief Jace Grangruth, Public Works Supervisor Mike Schwanke, and Liquor Store Manager Shawnda Lahr

**OTHERS PRESENT:** Joe Boyle, City Attorney, Ashley Erickson, City Auditor, Curt Meyer City Engineer, and Mark Reinke Widseth

### 1. CALL TO ORDER

- a. Roll Call  
Mayor Patch called the meeting to order at 6:03pm and requested City Administrator Regas take roll call and to begin start streaming the meeting on YouTube Live.
- b. Pledge of Allegiance  
Mayor Patch dispensed with the pledge of allegiance for the May 4, 2020 Council meeting.

### 2. APPROVAL OF AGENDA

- a. Approval of the Agenda

Paige Moore moved to approve the agenda as presented Maxwell Gullette seconded the motion.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

### 3. CONSENT AGENDA

*All items listed under the Consent Agenda, unless removed from the Consent Agenda shall be approved by one Council motion.*

- a. April 6, 2020 Regular Council Meeting Minutes
- b. April 9, 2020 Golf Board Meeting Minutes

- c. April 15, 2020 Planning Commission Meeting Minutes
- d. April 20, 2020 Council Work Session Minutes
- e. April 23, 2020 Golf Board Meeting Minutes
- f. April 2020 Fund Balance Report, Trasnfers, and Bond Payments
- g. April 2020 Bills Report
- h. April 2020 Water Income Statement
- i. April 2020 Sewer Income Statement
- j. April 2020 Pine Tree Park Income Statement
- k. April 2020 Golf Course Income Statement
- l. April 2020 Liquor Store Income Statement
- m. March 2020 LG216 Lawful Gambling Report fromt he Blackduck Firemens Relief
- n. Final Approval - 2020 Annual Continuing Disclosure Reporting from Ehlers
- o. Final Approval - Blackduck Theater Satisfaction of Mortgage
- p. Final Approval - May 2020 Seasonal part-time new hires
- q. Final Approval - City of Blackduck City Hall MFP Lease renewal Contract Marco
- r. Final Approval - City of Blackduck Request for Proposals for Legal Services
- s.

Paige Moore moved to approve the consent agenda as presented Jason Kolb seconded the motion.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

**4. BLACKDUCK FORUM**

*Visitors may share their concerns with Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. All comments will be taken under advisement by the Council. No action will be taken at the time.*

- a. No one was present to speak.

**5. REPORT OF CITY ATTORNEY - JOE BOYLE**

- a. Report from City Attorney Joe Boyle - unnamed citizen complaint  
 City Attorney Joe Boyle reported there was an unnamed citizen that requested an investigation and that was brought by the Bureau of Criminal Apprehension. Boyle stated that when the BCA completed the investigation a finding was made that there was no criminal activity and with the limited information provided they had nothing to look into. Boyle stated as a result when an investigation is started and finished it is public data. Boyle stated he sent the letter in the council packet so that was a matter of public data the investigation was completed and that there was no finding. Boyle stated that as the City attorney if there is a complaint it is his responsibility to dealt with in the appropriate manner there is. Boyle stated it is his responsibility to

advise the proper people to be compliant with the ordinances and state laws. Boyle stated it was concluded by the BCA that there was no criminal activity. Boyle asked for questions. Councilor Gullette stated the letter states an 'unnamed citizen' and stated he thought this was some other incident. Boyle stated the BCA reported it as an unnamed citizen and that person has the right to not have their name disclosed. Boyle stated if the person wants to come forward and state they are the person that made the complaint that is fine but he is not in the position to question that is unnamed by the BCA agent. No further questions. Boyle thanked the Mayor and Council for allowing him to present his findings.

**6. 2019 FINANCIAL AUDIT PRESENTATION - ASHLEY EASTRIDGE, MILLER MCDONALD, INC.**

a. Miller McDonald Letter to the Blackduck City Council

Ashley Erickson reviewed the governance letter to the City of Blackduck that reviews the important items the council needs to be aware of. Erickson stated there were no typical issues encountered during the audit with management, there were corrected miss-statements, there were not any miss-statements not corrected which means when the audit is completed there are journal entries submitted to City Administrator Regas that must be reviewed. Erickson stated those corrections are stated by fund on Appendix A in the letter. Erickson stated that if the corrected entries were not made the City would not have a 'clean' opinion. Erickson stated that those entries were made. Erickson stated there were no issues to notify the council and the audit went very smoothly. Nothing further

b. Five Year Trend Report City of Blackduck

Erickson reported on the Five-Year Trend Report for City of Blackduck fund balances. Erickson explained the report provides information on the top three governmental funds and the top three enterprise funds cash balances for the last five years with a graph. The report shows total cash as a whole and detailed differences affected by those totals for 2019 including the purchase of the new Police squad, returned funds from MN Rural Water for the sewer project and the PFA grant fund received for the water fund; the balances of the cash for the golf course; and the funding used for the liquor store parking lot completed in 2018. Councilor Gullette asked what is covered under 'operating costs'. Eastridge stated payroll, utilities, supplies & materials, repairs and maintenance, insurance, depreciation, and contracted services. Eastridge stated the liquor store is maintaining a nice gross profit percentage and there is an upward trend in sales and operating costs annually are flat and remain consistent. Eastridge stated the report provides a the fund balances of those on the report and the number of months of cash balances the City has in each fund to cover operations. Eastridge stated the MN State Auditor recommends 3-5 months so all categories are very good except for the golf course of which the City is fully aware of. Eastridge further stated the report list the 5 top unrestricted fund balances of the RLF fund and the new RLF fund together; the Fire Hall maintenance fund; the Sewer maintenance fund; the Water Sinking fund; and the Perpetual Care fund. Eastridge recommend the City consider consolidating the water sinking fund, sewer maintenance fund and public works fund together if being used for future projects although having the fund separate provides a more accurate view of what is available for all departments.

c. 2019 Financial Statements

Eastridge provide a summary of the 2019 Financial Statement for the City Council. Eastridge stated the opinion from the governance letter states the City has an unmodified opinion which means that would be the opinion the City should strive for. Eastridge stated if the adjustments made in the governance letter would have not been made then the opinion would be modified.

General Fund: On page 58 of the pdf. Eastridge reviewed the general fund budget vs. actual and the part that analyzes the revenues. Eastridge stated nothing stood out

and the amount were consistent with the prior year. On page 59 shows the general government (council, administration, and buildings) which has nothing of concern. On page 60 is public safety that shows the capitol outlay for the squad car and nothing of concern and the Fire section has a variance in maintenance in supplies but it was due to four sets of new gear for volunteers that is difficult to budget for all expenses were reasonable. In the Street maintenance there were variances for materials and supplies and purchased services or engineering fees but the variances off set each other. On page 61 shows street lighting on budget; recreation on budget; and library being over on capital outlay which was the purchase of the air conditioner. Eastridge stated overall for the general fund the City was very close to budget when the purchase of the squad car is removed from the expenses.

Enterprise Funds:

Water Fund: On page 83 shows the cash flow statement for the water fund. Eastridge stated cash went up and there was a slight decrease in operating but that is mainly due to the timing of accounts payable. Eastridge stated that at the end of one year (2018) to the beginning of another (2019) AP can fluctuate when the cash balance is affected by the bill batch. Eastridge stated this is not a concern.

Sewer Fund: On page 87 shows the cash flow statement for the sewer fund. Eastridge stated there was an overall decrease of about \$45,000 and the timing again of the accounts payable affected this. Eastridge stated operating went up slightly but there was not anything of concern. Eastridge stated the early payback to MN Rural Water for the microloan on the water & sewer project shows a large swing in cash balances again, but nothing of concern.

Golf Course Fund: On page 90 the statement shows the operating expenses with a comparative to prior year and shows a swing but it was due to increases in payroll wages. Eastridge asked for questions. *There were no specific questions at this time.* On page 91 the cash flow statement for golf course was reviewed. Eastridge stated the operating went down in 2019 and a large contributor to it was a GASB reporting requirement. Eastridge stated the amount of cash the golf course is borrowing from the liquor store is now stated on the statement to show how it covers the course. Regas stated the council should know that the amount of what the liquor store is covering the golf course is not actually is being transferred into the golf course fund but the total cash is being covered by the liquor fund. Eastridge agreed with this statement.

Liquor Fund: On page 94 the statement shows the operating expenses increased in 2019 but nothing concerning. Overall there was a cash increase from the liquor store fund of almost \$42,000 which is great.

Legal Compliance: On page 95 the statement has the MN legal compliance letter for the state auditor. Eastridge stated there were no findings in 2019. On page 96 is the 'yellow book' letter which was completed due to the PFA & DEED requirement and there were no findings except for the 2 re-occurring every year. These findings show that Miller McDonald prepares the financial statements each year but a City the size of Blackduck would not be cash affective to hire an outside source to draft the financial statements and then Miller McDonald report them. On page 99 notes the segregation of financial duties to break up the financial accounting. Eastridge stated there should be a minimum of 3 people to have proper checks and balances however, it is not financially feasible for the City to do this. Eastridge further stated this is the same findings that are on the financial report each year and is not of any concern.

Questions: Councilor Gullette asked if Eastridge was going to 'grade' the City of Blackduck what would that grade be. Eastridge stated she would give the City an 'A' and stated she loves working on the City of Blackduck audit and that Administrator Regas is easy to work with; we have deep discussions on topics; Eastridge does not question what Regas is doing, and she works very well with Regas. Gullette thanked Eastridge for the rating. Councilor Moore had no questions. Nothing further.

## 7. REPORTS OF COMMITTEES AND CITY STAFF

**7.1. PUBLIC WORKS REPORT - MIKE SCHWANKE, PUBLIC WORKS SUPERVISOR**

**7.1.1. Widseth Confirmation of Request for Mapping Services - Curt Meyer & Mark Reineke of Widseth**

Curt Meyer reviewed the proposal to start mapping the City services that was discussed in 2019. Meyer reviewed the 3 phases and costs associated with those phases. Meyer stated phase one would be shooting all the manholes, valves, etc. Meyer stated to save costs the City will spend some time locating some of the services like curb stops. Phase 2 is the time it will take to draw up the mapping and Brandon Carlson would work with Mike Schwanke with some of this phase. Phase 3 was described by Mark Reineke that would be the assembly of the services on a cloud base server accessible anywhere. Reineke stated that after the services are in then adding and commenting will be available to be updated after. Reineke phase 3 will include training onsite or remote if needed. Mayor Patch asked if there is a monthly charge after. Reineke stated no after the phases are done then the online subscription is purchased and owned by the City and the subscription is annual and the City will own the data. Reineke stated that most cities have more than one license or user account so more than one person can use it. Councilor Gullette asked if Schwanke still believes this is something the City needs. Schwanke stated 100% and it will help with future projects down the road. Mayor Patch asked if the City already approved this. Regas stated it was only brought up at a work session and still needed to be voted upon. Regas asked if a future infrastructure project would have anything saved in engineering fees from having this service. Reineke stated yes. Nothing further.

**RES-3-2020**

Maxwell Gullette moved to approve the GIS services contract for mapping Paige Moore seconded the motion.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

**7.1.2. Discussion - Public Works Trucks - Lease return & Options for new vehicles**

Regas stated the City can buyout the lease on the 2017 public works pickup and the price would be \$8,168.81 by May 27, 2020. Regas stated once the 2017 is paid off then a new lease process could begin to finance 2 new pickups that work better for the City services. Regas stated at this point discussing truck options would be the next step and suggested holding a committee meeting. Regas was instructed to find a date in the next week to hold a meeting via Zoom. Mayor Patch asked if when the 2017 truck was purchased did the lease include the plow. Regas thought the plow was installed after the truck was delivered and did not recall if the financing included the plow. Schwanke recalled that the plow was included in the lease but that the plow was installed after delivery of the vehicle. Patch stated if the City can save and keep the plow that will save funds. Schwanke asked if once the last payment is made then the pickup is the City's providing the City with a trade in option. Schwanke further stated the NADA value was at \$34,350 which could lower a lease payment of 2 vehicles. Schwanke stated just for

quick examples of cost for pickups with proper setups is \$30,267 each for Chevy. Schwanke more details could be discussed at the committee meeting. Nothing further at this time.

7.1.3. Report -

Councilor Gulette stated the Croswell has held up very well. Schwanke stated the property owner on west Croswell has some cement work to be done but is holding off until road restrictions are off. Nothing further.

**7.2. LIQUOR STORE REPORT - SHAWNDA LAHR, LIQUOR STORE MANAGER**

7.2.1. Report -

Lahr requested a Liquor Store Committee meeting on-site at the store to discuss the addition and to phase the improvements the building needs for the logs and the heating and cooling systems. Lahr stated her staff has been cleaning the logs and it was noticed that there is rot on the logs near the foundation it is of a large concern to her. Regas stated she will work on a date that works with everyone in the next week. Lahr further stated having a solid timeline on when these phases could be addressed. Regas added that she has been working on financing discussions for the renovations to the liquor store and new builds and hopes to have information for the council on May 18. Lahr stated that if the City can address the updates in phases then the renovations and addition to the building will be more acceptable and digestible for the budget. Nothing further at this time.

**7.3. LAW ENFORCEMENT REPORT - JACE GRANGRUTH, POLICE CHIEF**

7.3.1. Report -

Chief Grangruth did not have anything new except to report that in our local community there has not been many issues with the COVID restrictions. Nothing further.

**7.4. FIRE DEPARTMENT REPORT - BRIAN LARSON, FIRE CHIEF**

7.4.1. No Report submitted.

**7.5. GOLF COURSE REPORT - JIM ANDERSEN, GOLF COURSE SUPERINTENDENT & PAM EXNER, CLUB HOUSE MANAGER**

7.5.1. Report -

Regas stated her conversations with Andersen was to work as hard as possible to open for business soon. Regas further stated Exner will be conducting training for new staff and adjusting to the COVID rules.

**7.6. LIBRARY REPORT - KELLY HANKS, HEAD LIBRARIAN**

7.6.1. Report -

Councilor Gulette stated the Library started curbside pick up and it is being well received. Mayor Patch stated summertime reading program will still move forward in some way. Nothing further.

7.6.2. Library Board Meeting - Tuesday, May 19, 2020 @ 6pm - Blackduck Library

7.6.3. Kitchigami Regional Library Meeting - Thursday, May 21, 2020 - Pine River, MN

**8. ADMINISTRATOR'S REPORT**

a. Approval Needed - City of Blackduck 2020 Minnesota Investment fund state funded RLF request for onetime exception

Paige Moore moved to approve the City of Blackduck 2020 Minnesota Investment fund state funded RLF request for onetime exception Maxwell Gullette seconded the motion.

Further discussion included what borrowers have taken advantage of the COVID deferral and if that affects the amount that will be paid back. Regas stated that due to the deferrals the City sent in for approval the balance amount of the RLF fund as of May 1, 2020 which was \$85,395.53, 20% to pay back would be \$17,079.10. Mayor Patch asked how much from existing borrowers will be paid back to the City after the onetime exception is paid back. Regas did not have that information at that time but could provide it to the Council at a later date.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

b. Donation Request - Blackduck 2020 After Prom

Maxwell Gullette moved to table action on the donation request to a later date Paige Moore seconded the motion.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

c. City Council Work Session - Monday, May 18, 2020 @ 6pm

Regas stated the meeting may or may not be in person, it will depend on Governor Walz's order.

d. City Council Regular Council Meeting - Monday, June 8, 2020 @ 6pm

e. Memorial Day Observed - Monday, May 25, 2020 - CITY OFFICES CLOSED

**9. MAYOR AND/OR COUNCIL MEMBER REPORTS**

a. Nothing discussed.

**10. COMMUNITY EVENTS/GOOD THINGS HAPPENING**

a. May Employee Anniversaries

Rae Burmeister 2000 - Public Works - 21 Years  
Chris Brown 2013 - Public Works - 8 years  
Rudy Patch 2008 - Fire Department - 13 years  
Loe Gross 2009 - Fire Department - 12 years  
Andy Thienes 1998 - Fire Department - 23 years  
Fletcher Cauchon 2008 - Fire Department - 13 years  
Matt Landis 2008 - Fire Department - 13 years  
Jim Peasley 1991 - Fire Department - 30 years

b. Blackduck Development Corp Meeting - Wednesday May 13, 2020 @ 11am -

- c. Blackduck Chamber of Commerce Meeting - Wednesday, May 20, 2020 @ Noon @ Restaurant 71  
Regas stated Chamber Ditch Clean up will be Wednesday, May 20, 2020 starting at 5:30pm
- d. Blackduck Planning Commission Meeting - Wednesday, May 20, 2020 @ 2pm - City Hall
- e. Blackduck City Wide Clean-up Event - Saturday, May 16, 2020 - 8am-11am  
REGISTRATION REQUIRED

**11. ADJOURNMENT**

- a. Adjournment

Paige Moore moved to adjourn the meeting at 7:55pm Jason Kolb seconded the motion.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

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City Administrator, Christina Regas

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Mayor, Rudy Patch



## CITY OF BLACKDUCK

### LIQUOR COMMITTEE MEETING MINUTES

TUESDAY, MAY 12, 2020 @ 9AM

THE POND 224 FRONTAGE ROAD

The Liquor Committee for the Pond met at the Pond on Tuesday, May 12, 2020 @ 9am

Committee members present: Christina Regas, Rudy Patch, Shawnda Lahr,

Committee members absent: Jason Kolb

Others Present: Mike Schwanke

Topics discussed included the following:

#### **OLD BUSINESS:**

No old business discussed.

#### **NEW BUSINESS:**

1. Building Updates – Lahr discussed with those present the list of building renovations she would like to see worked on in 2020 that could lower the estimates of the submitted building program renovation and addition supplied by Widseth. Lahr stated there are some necessary renovations and improvements to the building that are a priority and requested feedback to move forward on them.
  - a. Log Repairs – Lahr stated the submitted estimate from Widseth to repair the logs in the building that are rotten and crumbling was \$8,000. Lahr stated in 2019 she and Regas attempted to find a contractor to do the work on the logs but was unsuccessful. Lahr requested Regas ask Widseth for a listing of contractors that specialize in this work so that the improvements could be made in 2020. Regas stated she would reach out to Wideseth and find a resource. Nothing further.
  - b. Front Awning & paving repairs – Lahr stated the estimate to fix the paving of the parking lot after the awning is removed from Widseth is \$3,000. Lahr would like to hire a local contractor to remove the awning and reduce its size. Mayor Patch suggested requesting a bid from Thiesen who provided the updates to the interior wall of the bar. Schwanke stated the patching after the bollards are removed and the awning rebuilt could be done by the City to save costs. Lahr stated she would ask for an estimate from Thiesen. Nothing further.
  - c. Clean, Paint, & Adjust Doors – Lahr reported the exterior doors need adjusting and painting but the interior doors have been cleaned and painted by her staff during the COVID shut down. Lahr stated the doors still need adjusting and would like that completed this summer. Schwanke stated he was looking for a contractor that could do adjustments for the Pine Tree Park restroom and shower room doors too and would have that contractor look into working on the doors at The Pond as well. Nothing further.
  - d. HVAC & Electrical – Lahr stated she would like to provide a few contractors the Wideseth plans for the building renovation and addition and ask for estimates to update



## CITY OF BLACKDUCK

### LIQUOR COMMITTEE MEETING MINUTES

TUESDAY, MAY 12, 2020 @ 9AM

THE POND 224 FRONTAGE ROAD

the furnace and air conditioning units and to update the electrical panels. Patch suggested reaching out to Cruden, Todavich, and Meyers Electric for the panel estimates. Lahr agreed. Lahr provided a quote from Higgins Heating for the furnace replacement of \$20,000 but it was not a detailed quote. Regas suggested requesting full quotes including labor from Higgins and Nendick and JHI. Patch suggested using the same contractors for quotes to replace the air conditioning units. Lahr stated the furnace should be replaced before the air conditioning units and will start with those. Regas stated the liquor store budget for 2020 had repairs and maintenance built into the budget for \$40,000 of upgrades and all these updates may be able to be completed in 2020.

No further topics were discussed.

The committee adjourned the meeting at approximately 9:40am.

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Christina Regas, City Administrator

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Rudy Patch, Mayor



# BLACKDUCK PUBLIC WORKS COMMITTEE

TUESDAY, MAY 12, 2020 @ 2PM

## MEETING MINUTES

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**CALL TO ORDER:** The Public Works Committee of the City of Blackduck met in a scheduled ZOOM meeting at 2:00 p.m. on May 12 2020.

**Roll Call**

**Councilors present:** Mayor Patch, and Councilor Kolb

**Councilor absent:** none

**Staff Present:** City Administrator, Christina Regas, Public Works Supervisor Mike Schwanke

**Others Present:** none

The meeting was called to order at 2:03pm the Pledge of Allegiance was not recited.

Topics covered in the work session were as follows:

**PUBLIC WORKS TRUCK QUOTES** – Public Works Supervisor Mike Schwanke presented four quotes for public works trucks to replace the 2004 and 2017 trucks. The quotes included the following:

1. 2020 Ford F250 Regular Cab XLT base price for \$32,345
2. 2020 GMC Sierra 2500 base price for \$30,267
3. 2020 GMC Sierra 2500 with Boss V-Plow installed for \$38,129
4. 2020 GMC Sierra 3500 base price for \$31,786 (with no box)
5. United Truck Body quote for a V-Plow and in-the-box Sander plus accessories installed for \$15,416

Schwanke stated he would like to bring the 2017 in to the dealership in Hibbing for a proper valuation so that it could be used for trade-in value of 2 trucks. Schwanke stated the best path for the City would be to trade in the 2017 and purchase 2 vehicles and then finance them again. Schwanke is in favor of Option #2 & #3 and to keep the plow on the 2017 and have that installed on the base unit then purchase the same unit with a plow so both vehicles are fully equipped. Schwanke continued with the United Truck Body quote showing the cost of the V-Plow and an in the box sander that could be more efficient than using the existing large dump truck to sand the City. Mayor Patch asked if the costs between the 2500 and 3500 with a box don't vary more than \$2,700. Schwanke further stated if the 3500 was purchased the City would be running a 'dully' and he did not feel that was necessary to support a large amount of weight. Regas asked if the City could add the sander at a later date. Schwanke stated yes. Councilor Kolb stated he has worked with a vehicle with one of the sanders at that works really well. Regas suggested the costs of the sander be added now would be a good path. Mayor Patch asked what the trade-in would be. Regas stated when Schwanke look into NADA it was \$34,350. Mayor Patch stated he thinks Schwanke is on the right path and has the correct trucks in mind. Councilor Kolb agree with Mayor Patch the trucks are needed and as long as the financing can work in the budget the City should move forward. Mayor Patch asked the City work towards capitalize the trucks moving forward so that replacements are more manageable in the budget. Schwanke stated he will go to Hibbing to find solid amounts for the 2017



# BLACKDUCK PUBLIC WORKS COMMITTEE

TUESDAY, MAY 12, 2020 @ 2PM

## MEETING MINUTES

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trade and costs of the new pick-ups. Councilor Kolb asked if the annual amount for the financing needs to be set or does Council need to set it suggesting it may go up from the existing \$8,500 a year. Regas stated acquiring solid numbers is really important to ensure the payments will fit into the existing budget. Schwanke stated he thinks the amount will be very close. Regas stated the committee will need to meet again once the numbers are received. Nothing further.

**ADJOURN** – The Committee adjourned their meeting at 2:40pm.

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Christina Regas, City Administrator

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Rudy Patch, Mayor



# BLACKDUCK PLANNING MEETING

WEDNESDAY May 20, 2020 @ 2pm

REGULAR MEETING MINUTES –

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**CALL TO ORDER:** Commission Klug called the meeting to order @ 2:00pm.

**ROLL CALL:**

**Commissioners present:** Kurt Benson, Bob Klug Sr., Ron Rockis, and Ernie Tindell

**Commissioners Absent:** Curt Cease

**Staff Present:** City Administrator Christina Regas

**Others Present:** None

**Approval of Minutes** – Moved by Commissioner Tindell and seconded by Commissioner Benson to approve the minutes from April 15, 2020. Motion carried unanimously.

**Old Business**

Timberline parking lot option - Nothing discussed.

Spring Clean Up Event – Commissioner Benson stated the turnout was good there were 6 residents that had debris picked up and he found it to be a success. Regas suggested holding the event again in the fall. The board decided to hold the event again on October 10, 2020. Nothing further.

Permits Issued since last meeting – Moved by Commission Benson and seconded by Commissioner Tindell to approve permits issued by Administrator Regas within her authority by Ordinance.

- a. 2020-02 – Kari Frenzel – 267 Union Ave – Fence install
- b. 2020-03 – Deonna Weber – 440 4<sup>th</sup> Street NE – Fence install
- c. 2020-04 – Jason Bergin – 49 4<sup>th</sup> Street NE – replacement of 15 windows to building no structural changes
- d. 2020-05 – Phil Patch – 297 Mill Ave SE – construction of 24 x 32' shed

Discussion by Commissioner Rockis for the exact regulations on fence installation if they can be on the property line or have to be 1' off the property line. Regas stated having the fence a minimum of 1' off the property line is required but if both property owners approve it in writing to allow the fence on the property line that is allowable but it needs to be included with the permit application. Commissioner Rockis further asked if a commercial structure could be located in a residential zone. Regas stated a shed can but it must comply with the impervious coverage and density of the parcel size. Regas further stated the final approval of permits is being requested of the planning commission so that the City and Council understand that as Regas is not a building inspector it is not her role to inspect any work that is completed after a permit is issued. Regas stated she does not check on fence installations it is up to the land owner that is issued the permit to install or complete the work based on how the permit is issued. Commissioner Klug agreed with Regas statement. Hearing no further discussion Commissioner Klug called for a vote on the motion. Motion approved.

**New Business –**

4<sup>th</sup> Street SE – Freeman expansion of industrial parking location – Regas reported Tim Freeman Sr. has been improving on 3 parcels in the industrial zone on 4<sup>th</sup> Street SE to park his semi-trailers on. Regas stated herself and public works have both been monitoring the improvements and have found no issues with the work at this time. Commissioner Rockis asked if the trailers will be relocated from the old gas station on Main Street S. to this new location. Regas stated yes. Nothing further.



# BLACKDUCK PLANNING MEETING

WEDNESDAY May 20, 2020 @ 2pm

REGULAR MEETING MINUTES –

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Other New Business – Commissioner Rockis asked if Regas had the opportunity to walk the City for blight and public nuisance this spring. Regas stated unfortunately she had no time to commit to it with other items that needed her attention.

New Fence installation on Morris – Commissioner Klug asked if Regas was aware of a new fence or improvement on an existing fence made from pallets being constructed on Morris Ave. Regas stated she was only made aware of a homeowner that wanted to remove a tree from their backyard and that may have been the reason for the fence improvement but she would check into it. Regas stated her conversation with that homeowner has been very good and they would submit a permit if they were putting up a new structure vs. fixing an existing fence.

Ordinance Violations – Commissioner Rockis asked what the procedures are for any property owner violates a permit submission. Regas stated the violation for not submitting a land use permit is \$50 but to have the property owner have to fix/correct any permitted structure or fence is difficult without the City having on staff a City Attorney and Building inspector. Nothing further.

**ADJOURN THE PLANNING MEETING** – Moved by Commissioner Benson and seconded by Commissioner Tindell to adjourn the planning meeting at 2:18pm. Motion carried unanimously.

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Christina Regas, City Administrator

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Bob Klug Sr., Chairperson



# MINUTES

## Council - Work Session Meeting

6:00 PM - Monday, May 18, 2020

City Hall, 8 Summit Drive, Blackduck MN

The Council - Work Session of the City of Blackduck was called to order on Monday, May 18, 2020, at 6:00 PM, in the City Hall, 8 Summit Drive, Blackduck MN, with the following members present:

**COUNCILORS PRESENT:** Councilor Jason Kolb, Councilor Maxwell Gullette, Councilor Paige Moore, and Mayor Rudy Patch

**COUNCILORS EXCUSED:**

**STAFF PRESENT:** City Administrator Christina Regas, Police Chief Jace Grangruth, Public Works Supervisor Mike Schwanke, and Liquor Store Manager Shawnda Lahr

**OTHERS PRESENT:** Jennifer Parker, Blackduck American, Justin Verlund, Shannon Kampa, Kayla Winkler and David Wilcox of Sanford Health

### 1 CALL TO ORDER

- a) Roll Call
- b) Pledge of Allegiance  
Mayor Patch dispensed with the Pledge of Allegiance.

### 2 APPROVAL OF AGENDA

- a)

Maxwell Gullette moved to approve the agenda as presented Paige Moore seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Paige Moore	For
Rudy Patch	For

### 3 OLD BUSINESS

- a) City Buildings Designs & Redesigns - Funding work session requested June 11, 2020 @ 6pm Todd Haugen Ehlers  
Regas requested a work session on Thursday, June 11, 2020 @ 6pm to have a discussion on potential funding options for the City buildings and redesigns. Nothing further.
- b) Golf Course Cart Shed  
Regas stated the construction has begun on the cart shed foundation has started and the trusses have been ordered. Mayor Patch asked if the golf course is running

smoothly since opening on May 12. Regas stated it is going well and memberships are coming in and the first 5-year cart storage was sold. Mayor Patch asked how long the 5-year storage deal is being offered. Regas stated at this time just this summer. Nothing further.

- c) Rural Development Grant Application - Closing date / Delivery date  
Regas stated the grant closing is pending the delivery date of the skid steer. Nothing further.
- d) Donation Request - Blackduck After Prom  
No further updates at this time. Regas stated the school is focusing on graduation at this time. Parker stated the school has a great plan for graduation and it will be awesome. Nothing further.
- e) Public Works Truck(s)  
Regas stated there is nothing new to report on the trucks since the public works committee meeting.
- f) Council Vacancy -  
Regas stated the vacancy is still open and the City has not received any letters of interest.
- g) Requests for Proposals for Legal Services - Committee meeting May 19, 2020 @ 4:30pm  
Regas stated the closing date for RFP for legal services was today at 4:30pm and requested a committee meeting on May 19, 2020 @ 4:30pm to discuss the submissions. Nothing further.

#### **4 NEW BUSINESS**

- a) Permit request for Motor Vehicle Exclusion Blackduck City Ordinance §740 Trail System Regulations - Paul Zanter 141 Liberty Drive  
Regas stated she formed a committee of Public works supervisor, Mike Schwanke, Police Chief Jace Grangruth, and City Councilor Moore to discuss the request of resident Paul Zanter to allow access with their vehicle to the rear of their property to pull a trailer from their back yard a few times each year. Regas stated that by City Ordinance it may be permitted by the City but the City Council is the only body that can approve it.  
Chief Grangruth stated he believes the City should look into feasible ways to allow the residents of Liberty Drive access to their back yards. Grangruth stated granting someone permission to someone to use a vehicle on a walking trail is not considered safe but the few people that are on the path for the short distance could do less damage than allowing access on the grass. Grangruth stated the request is only a few times a year and it could be allowable. Grangruth stated he feels it is a reasonable request. Grangruth stated some of the stipulations discussed would be that his department would need to be notified prior to the access so the City is aware. Councilor Gullette asked if the permit could have a timeline or date stipulated on it. Grangruth stated that may be more restrictive and difficult but notification prior to would be best. Mayor Patch asked where the public safety stands at a walking intersection on 71. Patch stated his concern for an accident with a pedestrian at the intersection and having a 24-hour notice in the permit might be easier on the police department. Grangruth agreed and stressed how if any of the residents had more access to their backyard the request would look much different. Councilor Kolb asked if there is anyway for the resident to put a fence or gate to the front of their yard for access. Grangruth did not believe there was enough room between homes but was unsure. Kolb stated that all residents on Liberty Drive already have access to their backyards from the front of their property. Kolb stated between all of the homes there is about 12' of access and if fences are removed then there is access. Mayor Patch asked if there are trees or other items that obstruct that access then a

resident would need to remove them to allow for access.

Councilor Gullette stated in the Ordinance it allows authorization to permit access. Councilor Kolb asked what Gullette suggests the permit fee be to drive on an already degrading trail. Councilor Moore stated the City does not have to charge a fee the permit could be approved for free or determined by the Parks committee. Regas stated at this time there are no fees established for a permit like this. Councilor Gullette stated if it were him he would like the easiest access to my backyard. Regas asked if easy is the right thing to do. Regas further stated that other Cities do not allow access to vehicles on walking trails.

Mike Schwanke stated when the committee met at the location for over an hour and over that time he only saw 3-4 people on the trail. Schwanke stated the pro's and con's were weighed and further decided the request should be allowable. Schwanke further stated that yes the trail is degrading but his equipment is run on the trail and much heavier than the permit request. Schwanke stated for the handful of times it will be needed he does not feel the request is unreasonable. Councilor Gullette stated there is the 'letter of the law' and then the 'spirit of the law'. Grangruth agreed that some circumstances can be allowable. Councilor Kolb agreed but further stated there is access by the front of the property in this situation. Kolb further stated that if the request is allowed by one then it must be for all. Grangruth recommends if the resident needs access now regardless of past requests the City should consider it. Mayor Patch asked if Regas has a sample contract/permit ready for review. Regas stated no and further stated the City Council should discuss the request before any draft is penned.

Verlund stated by his observation it is only about 900 feet of access. Kolb stated jumping the drainage ditch would have to happen too. Councilor Moore stated she agrees completed with SchwSnake and Grangruth that residents should have access to their property without having to put substantial effort into it and she does not feel it is going to get requested by the entire block. Moore further stated she believes this is the only time a request like this has come up and should be allowable.

Schwanke further stated the school uses the bike trail already from the bus garage to the school property. Mayor Patch stated that is a very valid point. Regas stated the school owns the property the trail is on which provides use by the Ordinance as the property owner.

Councilor Kolb asked if in the future the City has plans to make the walking trail any better by beautifying it with decorative rocks, flowers, or gardens and if so will the access still be allowed then. Councilor Moore asked if those types of decisions come from the Parks & Trails committee. Schwanke stated that over the next 10 years the feasibility of the bike trail receiving any cosmetic maintenance is very low as the City has many other more important projects to attend to first. Schwanke stated if it is a usability issue for the trail then it would be looked at.

Mayor Patch requested Regas present a draft of the permit for the City Council to vote on in June. Councilor Gullette stated he definitely thinks the request should be permitted and not charged. Patch asked if a timeline restriction should be in the permit. Kolb asked if that timeline would look like calling in this month for approval will be allowable but any other it will not. Gullette stated if it is a few times a year that will be fine, he does not want to be too controlling on what people can or can't do on their own property. Kolb asked the day of the week will be restricted as on the weekends he sees a higher use by the younger people. Kolb asked if a time of the day can be stipulated. Schwanke stated he thinks that restricted will be difficult to mandate and the City should put some faith in the citizens to use it in a safe manner and watch out for pedestrians.

Mayor Patch stated he is in agreement of some type of permit and requested Regas draft something for the council to review on June 8.

- b) [Conflict of Interest / Code of Ethics Policy Deep Dive - Blackduck City Council May Month Discussion: 2. Comply with both the spirit & the letter of the Law and City Policy](#)

Nothing discussed due upon the result of the COVID-19 reopening discussion (*item b.*)

c) Discuss authorizing a Resolution urging Governor Walz to allow businesses in the City of Blackduck to reopen

1. Sanford Health Representation - Kayla Winkler & Dr. Wilcox Powerpoint

2. Public Business Owners

3. MN Attorney General Keith Ellison communication to enforce executive orders

Kayla Winkler and Dr. Wilcox from Sanford Health presented the City Council with a presentation on their preparedness plan and how the public will get through the COVID-19 pandemic. (*power point supplied in council packet and will be submitted on the Blackduck City website*) Dr. Wilcox reported on how businesses can open safely. Dr. Wilcox cautioned that local cities may have to make a regulation if there is a large local outbreak and acting independently and encouraged the City work with Sanford Health if help is needed. Dr. Wilcox stated the surge in Northern MN could be out into August because of how rural our communities are. Dr. Wilcox stated the models are not intended for cities to make political decisions from but for the health care industry to prepare for the surge. Dr. Wilcox opened up the presentation to questions of how Sanford is preparing for COVID-19.

Question: Mayor Patch stated that in a round about way Dr. Wilcox is stating that we need to open stuff up so we know what is going to happen. Mayor Patch asked why would we want to push the surge into August but to open now so that people are sick in the summer instead of during flu season in the winter.

Answer: Dr. Wilcox stated that when you are sick 15% will wind up in the hospital; 1% will die; and you will spread that to your nursing homes and your elderly family members.

Question: Mayor Patch asked again why wait until August.

Answer: Dr. Wilcox stated the medical question is will we get sick from COVID-19 and the answer is yes you will. The political question is how do we negotiate our way through that. Dr. Wilcox stated you have to decide how do you work safely and manage our businesses safely. Dr. Wilcox stated the concept of 'getting it over with' that's the curve that goes up drastically and you get this in the nursing homes (20 deaths quickly) so it's like a young persons decision to go to Florida for Spring break and then come back and infect all those that are at risk.

Question: Mayor Patch stated his point is not to re-open 'full bore' but we have a Governor that does not care about anything that happens north of Mpls. and since we are all going to get sick, if they would allow opening up at different capacities, my question is why should we be waiting so long to do that.

Answer: Dr. Wilcox stated the Governor is giving guidance about reopening businesses and it is clearly a political topic.

Question: Mayor Patch stated the Governor wants to take over all the little cities and run it from Mpls and remove small government and he believes this is the first step. Patch stated he understands that people are going to get sick and he wants everyone to be safe but we need to start getting people back to work and now people don't want to go back because they want their liberal hand out and that is what it has come down to.

Dr. Wilcox stated again it is clearly a political decision and that is not Sanford's rule.

Question: Vernlund asked if it is true that over 90% of us are going to get it.

Answer: Dr. Wilcox stated that isn't really a statistic and you don't find that any where.

Question: Councilor Kolb stated he believes what Dr. Wilcox is trying to state is that there may be 1% of us that might die from COVID-19 but if we wait longer it might be .5% or .25%.

Answer: Dr. Wilcox stated you are trying to prevent preventable deaths or needless deaths because of lack of hospital beds or ventilators.

Question: Kampa stated it is also needless death when people can be detected

because hospitals are shut down like you are trading one evil for another and in the mean time you are driving all kinds of businesses out of business which is the heartbeat of the communities.

Answer: Dr. Wilcox stated the political arm of the conversation the cities need to make decision that are appropriate for your community and Sanford can provide the cities with the tools to do that. Dr. Wilcox stated that we are anxious to get back to work in the new normal.

Question: Mayor Patch asked What is the common flu season and when is the peak?

Answer: Dr. Wilcox it starts somewhere in September and peaks January or February.

Question: Mayor Patch stated if we push out the peak when the common flu will peak then it will be worse and the preparedness won't be enough. Yes or No.

Answer: Dr. Wilcox stated the mortality rate from COVID is significantly higher than the flu, where a mortality rate of COVID is 2-3% the flu mortality rate is .1%. Dr. Wilcox agreed that when the peak hits is a concern for all but until there is a vaccine or a cure this will be with us for some degree.

Question: Councilor Gullette asked if there will be instead of a 'flu season' there will be a 'COVID season'.

Answer: Dr. Wilcox stated it is possible since coronavirus has been around for awhile.

Question: Chief Grangruth stated if the state opened completely in the rural areas before the cold season wouldn't that be better. Grangruth stated Sanford has been prepared for awhile now and since it hasn't hit us yet he wonders if our areas should have opened earlier than the metro areas.

Answer: Dr. Wilcox stated there needs to be some independent decisions. He stated for example the US did not shut down when it hit China or Italy and there was a delay when it hit New York. Dr. Wilcox stated the models do account for population density and that in a rural area we already social distance.

Question: Grangruth stated if the ventilators are over run because Sanford will get people from farther away than our County is that one of the reasons we are holding off.

Answer: Dr. Wilcox stated he did not believe that is the driver of the models. The models typically provide a range for the healthcare facilities to review. Dr. Wilcox stated it is a tough call for communities and that one-size does not fit all but we need to do our business responsibly.

Question/Statement: Gullette stated he thinks it is dangerous that what we are doing to stay safe people will become complacent.

Question: Vernlund stated in his position it will be very difficult to manage his business, putting all the tables where he wants, and hand sanitizer but the nature of the business people are going to move around so 'soft open' regulations need to come out now. Vernlund stated waiting until June 1st will only make it worse.

Question: Kampa stated then there will be more passing of the disease.

Statement: Councilor Kolb stated then there is the legal aspect of it and will those businesses be held accountable for not following the guidelines.

Answer: Vernlund stated that is why he is going to separate people as much as possible when he opens but it won't work people will still move around.

Answer: Mayor Patch reminded the public that Dr. Wilcox cannot answer all these questions and that is not why he is present.

Dr. Wilcox thanked the Council and Public for their time and recommended reaching out to Sanford if businesses need assistance to opening safely.

Consideration authorizing a resolution or letter to the Governor urging all businesses be allowed to open.

Regas stated there has been new direction from the Governor since May 13 allowing

retail to reopen and non-essential businesses. Regas stated there will be ramifications to businesses that violate the Governor's order and open before he allows it statewide. Regas stated the City Council should listen to the business owners and the public before sending communication to the Governor.

Councilor Gullette stated passing a resolution is not going to overturn Governor Walz and it is up to law enforcement to uphold the Governor's order.

Councilor Kolb stated the City would be putting a huge handcuffs on our Chief by doing so and he has to hold the letter of the law.

Regas reminded the Council that our police officers' licenses are issued by the state. Regas further stated our City is not above the law but it needs to support the community.

Mayor Patch stated many businesses like the theater that are putting out the safety measures as directed, he believes the City can take a vote and state this is safe in our City to open and run itself. Patch stated that is why the people in town elected us to do this job, and we have Dr. Wilcox available to tell us how to do it safely but we are strapped by the Governor running little cities and that is exactly what is going on. Patch stated if we tell you to open up and lose your food license since you get it from the state it is frustrating. Patch stated he thinks we need to pass a resolution telling the Governor to let us run our city safely by the health guidelines. Patch stated it is upsetting and he can't tell the police department to 'look the other way' because we have Beltrami County Sheriff's department working side by side with them and have to investigate complaints. Patch stated we can't lose the support of the County.

Chief Grangruth: If the City Council tells the Governor that small communities are not like the whole state then the Governor can run the other area of the state and the cities can run their communities.

Councilor Kolb: Did the Governor provide to businesses 20% occupancy?

Regas: Retailers can provide 50% occupancy at this time and that started May 18.

Councilor Kolb: I know that all businesses have to have a preparedness plan.

Regas: That is correct, and that was what Dr. Wilcox was suggesting and not just for the employees for the customers too.

Kampa: The fear of COVID has been drilled into everybody to a certain degree where we are going to take those extra precautions to make sure both staff and customers are safe. But if they are saying the peak won't hit us until after August and we won't survive if we have to wait that long there is just no way the businesses can survive to be closed this long. Kampa stated we need the help of the City and law enforcement, but if we can't open we might as well say oh well.

Mayor Patch: The worst of it is waiting this long to open up and then the peak hits and people get sick and you have no employees.

Councilor Kolb: I suggest we speak to all the business owners and request their plans so that we can tell Governor Walz that we have a plan on paper can we please open up so it gives us more to do what we want.

Vernlund: It is up to the business owner to do what they want to open.

Councilor Kolb: Agreed but that might help the City help the business owner.

Councilor Gullette: Does the City have a plan for the Liquor store yet?

Regas: We are working on it but it will require more work.

Councilor Kolb: Does City Hall have a plan?

Regas: Not on paper but we are limiting the number of people in City Hall and the use of the restroom.

Councilor Gullette: So as of today City Hall is open to the public?

Regas: yes, but other areas of the City like the campground is not open yet.

Mayor Patch: Again that doesn't make any sense because it is remote and you are by yourself and I have my own facilities.

Councilor Gullette: Is the predicted date to open now June 1?

Regas: yes

Vernlund: What I was told was June 12.

Regas: June 12 was for the Peacetime emergency and that is extended at a month at a time.

Councilor Gullette: So on June 1 the theater might be able to open?

Kampa: Open at a slow capacity.

Regas: I encourage the businesses that still need to open to pay attention to the Governor's press conference on May 20. Regas agreed with Vernlund stating that it will be difficult for bars to ask their customers to stay in place at their tables because they like to socialize. Regas stated it will be difficult to sanitize all the time when our bars have pool tables, and jukeboxes, and dart boards.

Vernlund: We have plenty of space outside for people to sit.

Regas: It is really important for the City Council to understand that the City does not have the authority to do anything less than the State regulates.

Mayor Patch: I think the council understands that but it doesn't mean we should not be heard at a state level.

Regas: I agree that a letter from our smaller communities to the Governor understands that we have the ability to regulate it or at least open up to some capacity better than they are going to do state wide.

Councilor Gullette: Do we have anything drawn up so all the council can sign it?

Regas: I have provided a sample from another city to review and a resolution from another city.

Councilor Gullette: I would also encourage all local business owners to reach out to their elected officials local and at the state and county level. Make their phones ring!

Mayor Patch: Is Donrovn taking precautions.

Kampa: Basically anything that goes in or to your mouth have been eliminated from the cabins so everyone must bring all their own items including all sheets and comforters on the bedding. We have taken extra staff to sperate the staff so they don't infect one another.

Regas: As a community we need to understand that yes we need people to travel and visit our area and use our amenities but the position we put ourselves into by doing this is and open early is that the community is putting a target on them for the rest of the state to know that you will open early and have attention. This puts those businesses at a high risk for being fined by the state or licenses pulled.

Vernlund: I agree but strength is in numbers too if we all do it then it will difficult to pull all the licenses at once.

Regas: Is the Council considering more to have a letter sent to the Governor than a resolution and when would the Council do it at the next regular meeting on June 8?

Mayor Patch: We can call an emergency meeting to approve it.

Councilor Moore: What is the direction from the Council? I feel like we should draft a letter.

Mayor Patch: I agree a resolution will not give the City any more authority and does the council need to have a meeting to authorize a letter.

Regas: yes the council needs to authorize the letter at a meeting.

Kampa: we will know what the Governor's intentions are on May 20 so don't schedule the meeting before then.

Councilor Moore: Is that acceptable for Administrator Regas to draft a letter before by May 20?

Regas: that is too early and it won't get to the Governor before then.

Councilor Kolb: would you have enough time to speak to the businesses too?

Regas: I can't speak on the businesses behalf there should be communication from them.

Councilor Moore: How about May 26th to hold the meeting that will provide enough time to send the letter to the Governor.

Councilor Gullette: I don't believe the letter should state anything about not enforcing any orders from the Governor.

Councilor Kolb: except for asking nicely to allow the City businesses to reopen.

Chief Grangruth: I don't feel like the Governor will have any time to even read the letter.

Lahr: Can we send the letter by email?

Regas: it is my understanding that all the letters from the other cities have been mailed.

Mayor Patch: we could do both, and I believe as a small city we need to do something; because what if it happens in 5 years or next year we need to make it know at the state level. I want to call the emergency meeting with enough time to ensure the entire council is in favor of the letter that is drafted.

Schwanke: the letter is a great sounding thing but I believe it is an empty hollow statement. Putting something in the paper will make a bigger statement. We are all being held hostage right now because the Governor is holding the liquor licenses hostage. We need to either fall in line or buck the system. The letter does nothing I would love to open the campground it is fully booked for Memorial weekend. The business owners are hemorrhaging and a letter will just fall on deaf ears.

Councilor Kolb: I agree with Schwanke.

Mayor Patch: We still need to be heard.

Regas: My question to those present is how many of you have contacted your elected officials at the county and district and state level. (Kampa raised her hand) This is where you need to be heard, a phone call a letter is just a piece of paper. It is on the record as the city.

Mayor Patch: calling our elected officials is not going to any good because the Governor is going to do what he wants and calling your representative isn't going to help because the Governor won't listen to them either.

Kampa: when I call Utke he says the Governor doesn't tell him anything and they are just as upset.

Councilor Kolb: I disagree because if Walz wanted to hold us until August he could and it was the Senators that influenced Walz to open in June.

Regas: I suggest having the business owners speak to the local reporter to have them be heard. Yes as an aligned board of the City of Blackduck a letter should be signed, it may not have any authority behind it but it will show an aligned board and City that it supports the community businesses.

Mayor Patch: as all the elected officials are all working together and they are still fighting the Governor this is no different than giving the letter to our representatives.

Regas: coming out publicly and stating we support our businesses to open is a good move.

Mayor Patch: we are not trying if we do nothing and that is why we should write a letter showing we are all in support of the community. I would like feedback from the elected officials with the letter.

Grangruth: I spoke with Rep. 2a Grossell and I believe the businesses should be able to open, I am an officier of the state, but I can't put my licensure in jeopardy. The government can't enforce everyone that opens all at once.

Mayor Patch: I want all businesses to open safely and that makes it difficult when others don't care about that part of it.

Councilor Kolb: What is the average age of Blackduck. that will have a huge impact if it is older.

Schwanke: there is a big difference between the northern half of the state to the metro and the northern half all feels we should open up. We are locked up tighter than any state around us and we have the worst numbers.

Councilor Gullette: the average age is 33 of Blackduck.

Mayor Patch: any other questions or comments from the public?

Kampa: it was nice to hear what the officer has to say and the rest of the public and business owners.

Mayor Patch: if you are too scared to go out then stay home.

Councilor Kolb: it isn't that easy though, my wife is immune compromised and when

she goes to work she might die. My wife is scared to go back to work.

Vernlund: I appreciate being part of tonight's meeting, I have been kicking the idea around about serving on the City Council and being able to see how the meetings operate is nice before making a decision.

Councilor Gullette: I think having a letter drafted is the best path the City should have.

Councilor Kolb: I am not for authorizing a letter and may not because I need to think of the safety of my family first.

Regas: if you chose to not vote on it for personal choice that is your position.

Grangruth: everyone sitting at the tables are elected by the community and not individual concerns and if everyone wants to open the council should represent the whole.

Regas: if a council member chooses not to authorize the letter they may.

Councilor Kolb: I agree with Chief Grangruth.

Mayor Patch: but the elected officials should reach out to the whole community for feedback before authorizing the letter.

Schwanke: can the city pose the question to the public as a survey on Facebook.

Parker: many of the older crowd would not be heard. I don't think everybody is in opposition to open but to open wide up right away.

Councilor Moore: a council member should maybe do that instead of the City staff

Councilor Gullette: remember Dr. Wilcox stated tonight that it just isn't here yet.

Councilor Kolb: it's coming but it will come from the other infected cities when people travel but we just don't know when.

Mayor Patch: anything else anyone would like to say.

Nothing further.

## 5 ADJOURNMENT

a)

Jason Kolb moved to adjourn at 8:08pm Paige Moore seconded the motion.

Carried 4 to 0

Jason Kolb	For
Maxwell Gullette	For
Paige Moore	For
Rudy Patch	For

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Christina Regas, City Administrator

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Rudy Patch, Mayor

Kitchigami Regional Library  
**Board Meeting May 21, 2020 6:00 p.m.**  
Kitchigami Headquarters Building, Pine River, MN

**AGENDA**

1. Call to order/Introductions
2. Pledge of Allegiance
3. Oath of office for new members (if required)
4. Approval of agenda
5. Consent agenda
  - a. Minutes: January 2020
  - b. Financial Statements: January to April 2020
  - c. Bills: January to April 2020
  - d. NW Links: FY20-21 internet services costs
  - e. Hot Spot and/or Mobile Device Loan Program Application
  - f. ACHF Update
  - g. Director's Report
6. Old Business
  - a. Strategic Planning: Library Strategies
  - b. 2020 Overview Budget
  - c. Policy Manual Updating
  - d. Other
  - e. Public input
7. New Business
  - a. Bills: May 2020
  - b. Pandemic Response and Planning: COVID-19
  - c. 2021 Budget Planning
  - d. RLTA Category 3 Application
  - e. Letter of engagement: Auditor
  - f. HQ Building Maintenance
  - g. Annual State Report: 2019
  - h. Other
  - i. Public Input
8. Chair's Report
9. Adjournment

**If you are unable to attend this meeting, please notify Carol at 218/587-2171 ext 224 or [christensenc@krls.org](mailto:christensenc@krls.org)**

**FUTURE BOARD MEETINGS**

Thursday June 18, 2020  
Thursday July 16, 2020  
Thursday September 17, 2020  
Thursday November 19, 2020  
Thursday January 21, 2021

## **2020 Kitchigami Regional Library Board Members (revised 3/18/20)**

Kitchigami Director Stephanie Johnson ([johnsons@krls.org](mailto:johnsons@krls.org))

### **BELTRAMI COUNTY**

Reed Olson (County Commissioner)  
711 14<sup>th</sup> St. NW, Bemidji, MN 56601  
Ph: 218/766-0383; E: [reedjolson@gmail.com](mailto:reedjolson@gmail.com)

**Alternate:** Richard D. Anderson (County Commissioner)

7278 Lammers Rd NW, Solway, MN 56678  
Ph: (c) 218/766-3283; (h) 218/467-3275  
E: [Richard@paulbunyan.net](mailto:Richard@paulbunyan.net)

### **CASS COUNTY**

Neal Gaalswyk (County Commissioner)  
11745 Maplewood Dr., East Gull Lake, MN 56401  
Ph: (c) 218/839-1841; E: [nealegl@scicable.com](mailto:nealegl@scicable.com)

### **CROW WING COUNTY**

Bill Brekken (County Commissioner)  
20891 Donaldson Rd, Brainerd, MN 56401  
Ph: (c) 218/232-0257; E:

[bill.brekken@crowwing.us](mailto:bill.brekken@crowwing.us)

**Alternate:** Steve Barrows (County Commissioner)

12679 Noble Fir Dr., Baxter, MN 56425  
Ph: (c) 218/820-8199; E:  
[steve.barrows@crowwing.us](mailto:steve.barrows@crowwing.us)

### **HUBBARD COUNTY**

Tom Krueger (County Commissioner)  
12621 Bethel Trl., Nevis, MN 56467  
Ph: 218/616-4069; E:

[tkrueger@co.hubbard.mn.us](mailto:tkrueger@co.hubbard.mn.us)

**Alternate:** Charlene Christenson (County Commissioner)

26390 Island Air Dr., Park Rapids, MN 56470  
Ph: 218/616-2181; E:  
[cchristenson@co.hubbard.mn.us](mailto:cchristenson@co.hubbard.mn.us)

### **WADENA COUNTY**

Jim Hofer (County Commissioner)  
104 Mini Dr., Staples, MN 56479  
Ph: (h) 218/894-1152, (c) 218/296-1948  
E: [jim.hofer@co.wadena.mn.us](mailto:jim.hofer@co.wadena.mn.us)

**Alternate:** Sheldon Monson

12937 County Rd 100, Wadena MN 56482  
Ph: 218/640-3278  
E: [Sheldon.monson@co.wadena.mn.us](mailto:Sheldon.monson@co.wadena.mn.us)

### **CITY OF BEMIDJI**

Nancy Erickson  
508 Lincoln Ave SE, Bemidji, MN 56601  
Ph: 218/444-9168; E:  
[nancy.erickson@ci.bemidji.mn.us](mailto:nancy.erickson@ci.bemidji.mn.us)

**Alternate:** Michael Meehlhause

911 Minnesota Ave. NW, Bemidji, MN 56601  
Ph: 763/614-8863  
E: [Michael.meehlhause@ci.bemidji.mn.us](mailto:Michael.meehlhause@ci.bemidji.mn.us)

### **CITY OF BLACKDUCK**

Kendra Murray  
P.O. Box 21, Blackduck, MN 56630  
Ph: (w) 218/835-6858; (c) 218/553-1640;  
E: [kndrmurray@aol.com](mailto:kndrmurray@aol.com)

### **CITY OF BRAINERD**

Mary Koep  
123 Laurel St., Brainerd, MN 56401  
Ph: 218/829-9793; E: [marywaltk@gmail.com](mailto:marywaltk@gmail.com)

### **CITY OF CASS LAKE**

Richard Molash  
P.O. Box 516, Cass Lake, MN 56633  
Ph: 218/308-4839; E: [rmolash1958@gmail.com](mailto:rmolash1958@gmail.com)

### **CITY OF LONGVILLE**

Phyllis Eck  
191 Riverside Dr., Longville, MN 56655  
Ph: (c) 218/539-0354; E: [1849pe@gmail.com](mailto:1849pe@gmail.com)

### **CITY OF PARK RAPIDS**

Thomas Conway  
1018 Konshok Loop, Park Rapids, MN 56470  
Ph: (c) 218/390-5748, (w) 218/732-2155  
E: [conwaythomasj@aol.com](mailto:conwaythomasj@aol.com)

### **CITY OF PINE RIVER**

Tammy Hansen  
P.O. Box 622, Pine River, MN 56474  
Ph: 218/587-5171, (c) 218/821-2146  
(w) 218/454-7012; E: [tammyhoppe0@gmail.com](mailto:tammyhoppe0@gmail.com)

### **CITY OF WADENA**

George Deiss  
1206 16<sup>th</sup> St. SW, Wadena, MN 56482  
Ph: (c) 218/639-2097; E: [gdeiss@wadena.org](mailto:gdeiss@wadena.org)  
**Alternate:** Wade Miller  
701 1<sup>st</sup> St. SW, Wadena, MN 56482  
Ph: 218/631-6060; E: [wademille@arvig.net](mailto:wademille@arvig.net)

### **CITY OF WALKER**

Charlene Moore  
P.O. Box 1136, Walker, MN 56484  
Ph: 630/399-8978; E:  
[cmoorewalkercity@gmail.com](mailto:cmoorewalkercity@gmail.com)

**2019 KITCHIGAMI REGIONAL LIBRARY BOARD COMMITTEES**  
**(Revised 03/2020)**

**Board Officers**

Chair	Neal Gaalswyk
Vice-Chair	Tom Conway
Treasurer	Jim Hofer
Secretary	Mary Koep

**BUDGET COMMITTEE (5)**

Neal Gaalswyk, Chair  
Reed Olson  
Jim Hofer  
Bill Brekken  
Tom Krueger

**PERSONNEL COMMITTEE**

Neal Gaalswyk, Chair  
Jim Hofer  
Nancy Erickson

Non-voting staff members:  
Carrie Huston  
Jodi Schultz  
Sheri Brumback  
Tami Beto

**POLICY COMMITTEE** (Est. 6/15/17)

Nancy Erickson  
Jim Hofer  
Mary Koep

-----  
Neal Gaalswyk, ex-officio

**AUDIT COMMITTEE**

Neal Gaalswyk, Chair  
Jim Hofer

**OUTREACH COMMITTEE**

Committee of the Whole      Non-voting staff members  
Val McCormic  
Stephanie Johnson

**STRATEGIC PLANNING COMMITTEE**

Jim Hofer	Non-voting staff members:
Mary Koep	Jenny Hill
-----	Carrie Huston
Neal Gaalswyk, ex-officio	

**STRATEGIC PLANNING RFP COMMITTEE**

Richard Molash  
Tom Conway

**INTERNET/ELECTRONIC RESOURCES COMMITTEE**

-----	Non-voting staff members:
Bill Brekken	Renee Frethem
Reed Olson	Leann Willenbring
Neal Gaalswyk, Chair, ex-officio	

**EXTERNAL BOARDS:**

**1. NORTHERN LIGHTS LIBRARY NETWORK**

Governing Board Members  
Delegates:      Reed Olson  
Alternate:      George Deiss

**2. NWLinks**

Delegate: Director Stephanie Johnson

Kitchigami Regional Library  
Board Meeting January 16, 2020 6:00 p.m.  
Kitchigami Headquarters Building, Pine River, MN

Board members present: Reed Olson, Nancy Erickson, Neal Gaalswyk, Mary Koep, Tom Conway, Jim Hofer, George Deiss, Bill Brekken

Board members absent: Kendra Murray, Richard Molash, Phyllis Eck, Tammy Hansen, Charlene Moore, Tom Krueger

Others present non-voting: Stephanie Johnson, Carol Christensen

Chair Gaalswyk called the meeting to order at 6:00 p.m. Introduction by Director Stephanie Johnson of Carol Christensen as new Administrative Assistant/Legacy Coordinator.

- |                        |  |
|------------------------|--|
| Election of Officers   | No new nominations for Officers or requests for departures. <b>Motion by Reed Olson, seconded by George Deiss, to cease nominations and cast unanimous ballot in favor of current Officers. <u>Motion carried.</u></b> Director Johnson administered the KRLS Oath of Office to the board.   |
| Approval of Agenda     | <b>Motion by Bill Brekken, seconded by Tom Conway, to approve the agenda as presented. <u>Motion carried.</u></b>  |
| Consent Agenda         | <b>Motion by Nancy Erickson, seconded by Tom Conway, to approve the items below on the Consent Agenda:</b> <ul style="list-style-type: none"><li>• November 2019 board meeting minutes</li><li>• December 2019 Bills</li><li>• December 2019 Financial Statements</li><li>• ACHF FY19 Financial Reporting Form (FRF)</li><li>• Director’s Report – Pine River Library adjusted library hours with City Council approval to better suit customers’ needs. Director Johnson interviewed two candidates for Technical Services Manager; however, the position was declined when offered because of location. The process will start again. Windows 10 updates are being worked on with vendors. Nancy Erickson requested clarification about a credit card payment made on 11/21/19 for Your Membership Careers for an interview on hiring, which Director Johnson explained was due to advertisements for the Technical Services Manager position. Discussion. <b><u>Motion carried.</u></b></li></ul> |
| 2020 Operating Budgets | Director Johnson confirmed that operating budgets remained the same as 2020 Draft Budgets except for the Brainerd Public Library, which was adjusted to meet Crow Wing County’s shortfall. <b>Motion by George Deiss, seconded by Bill Brekken, to approve budgets as revised and presented. Discussion. <u>Motion carried.</u></b>  |

2020 HQ Operating Budget	<p>Director Johnson explained she altered the language on the operating expense budget to match what is reported to the state, the accounting software, and what is in the Board packet. It's hoped that this will allow a greater ability to track expenses. The budget didn't change greatly from the previous year. <b>Motion by Jim Hofer, seconded by Tom Conway, to approve budget.</b> Discussion. <b><u>Motion carried.</u></b></p>
Confirmation of 2020 Wage Rates	<p><b>Motion by Tom Conway, seconded by Nancy Erickson to approve the 2.5% cost of living increase across the wage scale.</b> Discussion. <b><u>Motion carried.</u></b></p> <p>Tom Conway requested a schedule of where current employees fit into each wage rate and discussion of a wage study to be put on the next agenda.</p>
Strategic Planning	<p>Director Johnson gave a description of the investigation and familiarity with the Strategic Planning Consultants who responded to the request for proposal. Lengthy discussion. <b>Motion by Tom Conway, seconded by Nancy Erickson, to move forward with the bid from Library Strategies of Saint Paul, MN.</b> <b><u>Motion carried.</u></b></p>
Bills	<p>Director Johnson explained bills were paid up to January 10, 2020, so the rest of the month of January will be included at the March board meeting along with February's bills.</p> <p><b>Motion by Tom Conway, seconded by Bill Brekken, to approve payment of the January 2020 bills checks #21845 to #21864 in the amount of \$20,121.39.</b> Roll call vote: <b><u>Motion carried.</u></b></p>
Old Bookmobile Removal	<p><b>Motion by Tom Conway, seconded by Nancy Erickson, to have KRLS staff find a salvage yard to dispose of the old bookmobile.</b> Discussion. <b><u>Motion carried.</u></b></p>
Board Committees	<p>Joint Powers Agreement states only county commissioners are allowed to serve on the Budget Committee. Under standing rules, County Commissioners Neal Gaalswyk, Reed Olson, Jim Hofer, Bill Brekken, and Tom Krueger will remain on the Budget Committee for 2020.</p> <p>Chair Neal Gaalswyk agrees to remain on the Personnel Committee for 2020, and re-appoints Jim Hofer and Nancy Erickson.</p> <p>Chair Neal Gaalswyk agrees to remain on the Audit Committee for 2020, and re-appoints Jim Hofer. Jim Hofer proposes to have a board discussion about budget concerns that may reflect in the audit at a later date. Chair Gaalswyk notes there may be a need to engage the auditor at a higher level concerning unbalance.</p> <p>The Outreach Committee continues as the Committee of the Whole.</p>

Board Committees (cont.)

Jim Hofer and Mary Koep agree to continue on the Strategic Planning Committee for 2020 with Chair Neal Gaalswyk, ex-officio. Chair Gaalswyk will ask Richard Molash if he wants to be on the committee for 2020 since there is a vacancy.

Strategic Planning RFP Committee consists of Richard Molash and Tom Conway, who Chair Gaalswyk asked to be prepared to engage with Library Strategies during Phase I.

Chair Gaalswyk re-appoints Reed Olson and appoints Bill Brekken to the Internet/Electronic Resources Committee, with Chair Gaalswyk serving as ex-officio.

George Deiss requests Director Johnson to come up with a proposal for reviewing policies by the next board meeting. Board agrees to delay appointments to Policy Committee until next board meeting.

Reed Olson agrees to continue on the Northern Lights Library Network Board for 2020, and Chair Gaalswyk appoints George Deiss as alternate.

Motion by consensus to adjourn at 7:45 p.m.

Minutes respectively submitted by Administrative Assistant, Carol Elizabeth Christensen.

Minutes signed by Board Secretary, Mary Koep \_\_\_\_\_

Date \_\_\_\_\_

Kitchigami Regional Library  
2020 Financial Statement-Balance Sheet

Assets	January	February	March	April	May
Petty Cash	3,270.46	3,242.47	3,101.33	3,096.33	
Checking	776,440.09	994,483.10	1,006,041.44	1,017,079.68	
Money Market Funds	3,753,894.64	3,571,628.23	3,367,281.06	3,205,619.32	
Special Money Market	679,766.57	680,157.67	680,548.99	681,005.80	
Kitchigami Endowment Fund	117,721.00	117,721.00	117,721.00	117,721.00	
Interest Receivable	5,379.57	6,303.59	7,293.09	8,252.48	
Prepaid Insurance	13,278.67	13,278.67	13,278.67	13,278.67	
Prepaid Health Insurance	11,369.28	11,369.28	11,369.28	11,369.28	
Prepaid Materials	8,392.66	8,392.66	8,392.66	8,392.66	
Investment - CD	519,195.55	519,195.55	519,195.55	519,195.55	
Land	30,000.00	30,000.00	30,000.00	30,000.00	
Buildings	587,168.00	587,168.00	587,168.00	587,168.00	
Accum.Depreciation-Bldgs	(272,181.18)	(272,181.18)	(272,181.18)	(272,181.18)	
Vehicles	386,466.71	386,466.71	386,466.71	386,466.71	
Accum.Depreciation-Vehicle	(285,562.09)	(285,562.09)	(285,562.09)	(285,562.09)	
Furniture, Fixtures & Equip	333,474.00	333,474.00	333,474.00	333,474.00	
Accum.Depreciation- FFE	(301,476.56)	(301,476.56)	(301,476.56)	(301,476.56)	
Legacy Equipment	2,585.00	2,585.00	2,585.00	2,585.00	
Accum.Depreciation- Legacy Equipment	(2,585.00)	(2,585.00)	(2,585.00)	(2,585.00)	
Books - Shared Collection	18,137.31	19,659.22	20,611.81	20,854.65	
Books - HQ Contents	118,520.00	118,520.00	118,520.00	118,520.00	
Books - Outreach	268,216.22	268,301.34	270,439.81	270,621.59	
Accum.Depreciation- Books	(247,523.28)	(247,523.28)	(247,523.28)	(247,523.28)	
Sound - Outreach	37,544.34	37,544.34	37,544.34	37,544.34	
Video - Outreach	52,339.27	52,373.18	52,841.12	52,970.41	
<b>TOTAL ASSETS</b>	<b>6,613,831.23</b>	<b>6,652,535.90</b>	<b>6,464,545.75</b>	<b>6,315,887.36</b>	<b>-</b>

Kitchigami Regional Library  
2020 Financial Statement-Balance Sheet

Liabilities and Fund Balance	January	February	March	April	May
Accounts Payable	33,138.80	33,138.80	32,787.47	32,787.47	
Salaries Payable	107,910.02	107,910.02	107,910.02	107,910.02	
PERA Payable	(104.00)	(104.00)	(104.00)	(96.00)	
Garnishment Payable	50.00	50.00	50.00	50.00	
Accrued Vacation Benefits	50,606.34	50,606.34	50,606.34	50,606.34	
Deferred Revenue	79,172.83	79,172.83	79,172.83	79,172.83	
Investment in Fixed Assets	684,570.60	684,570.60	684,570.60	684,570.60	
Restricted Funds - Bldg Repair & Main	40,967.53	40,967.53	40,967.53	40,967.53	
Restricted Funds - Automation	454,587.13	454,587.13	454,587.13	454,587.13	
Restricted Funds - ARR	227,177.86	227,177.86	227,177.86	227,177.86	
Restricted Funds - Building Reserve	165,779.66	165,779.66	165,779.66	165,779.66	
Restricted Funds - HQ Gift	277.00	277.00	277.00	277.00	
Restricted Funds - Acct Software	25,446.63	25,446.63	25,446.63	25,446.63	
Restricted Funds - Summer Reading	31,014.54	31,014.54	31,014.54	31,014.54	
Restricted Funds - Susan Tricker Outreach	112,398.28	112,398.28	112,398.28	112,398.28	
Restricted Funds - Endowment	117,721.00	117,721.00	117,721.00	117,721.00	
Restricted Funds - Loan Security	31,347.00	31,347.00	31,347.00	31,347.00	
Restricted Funds - Mobile Library Reserve	54,479.91	54,479.91	54,479.91	54,479.91	
Restricted Funds - Vehicle Reserve	128,236.14	128,236.14	128,236.14	128,236.14	
Restricted Funds - Gates Grant	19,819.47	19,819.47	19,819.47	19,819.47	
Restricted Funds - Crow Wing Co	183,381.85	183,381.85	183,381.85	183,381.85	
Restricted Funds - Health Insurance	60,397.52	60,397.52	60,397.52	60,397.52	
Restricted Funds- RLTA	297,918.92	297,918.92	297,918.92	297,918.92	
Fund Balance	3,949,355.61	3,949,355.61	3,949,355.61	3,949,355.61	
Excess (Deficit) Over Expenses	(241,819.41)	(203,114.74)	(539,419.95)	(539,419.95)	
<b>TOTAL LIABILITY AND FUND BALANCE</b>	<b>6,613,831.23</b>	<b>6,652,535.90</b>	<b>6,315,879.36</b>	<b>6,315,887.36</b>	<b>-</b>

REVENUE

Kitchigami Regional Library  
2020 Financial Statement-Revenue

	January	February	March	April	May	June	YTD
<b>State &amp; Federal Funds:</b>							
State RLBSS		196,495.67					196,495.67
State RLTA		12,010.49					12,010.49
State MIN Link Fund							-
Misc. State Funds							-
Legacy Funds	10,887.46	10,887.46	10,887.46	10,887.47			43,549.85
<b>Total State &amp; Federal Funds</b>	<b>10,887.46</b>	<b>219,393.62</b>	<b>10,887.46</b>	<b>10,887.47</b>	<b>-</b>	<b>-</b>	<b>252,056.01</b>
<b>County Governments:</b>							
Beltrami County							-
Cass County							-
Crow Wing County							-
Hubbard County							-
Wadena County							-
<b>Total County Governments</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>City Governments:</b>							
Bemidji							-
Blackduck							-
Brainerd							-
Cass Lake							-
Longville							-
Park Rapids							-
Pine River							-
Wadena							-
Walker							-
<b>Total City Governments</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

REVENUE

Kitchigami Regional Library  
2020 Financial Statement-Revenue

	January	February	March	April	May	June	YTD
Interest Income:							
Restricted Interest - CD	735.66	707.03	757.13	734.09			2,933.91
Non-Restricted Int - CD	231.52	216.99	232.37	225.30			906.18
Non-Rest'd Interest - Money Mkt	2,479.48	2,204.59	2,171.40	1,892.49			8,747.96
Special MM Interest	488.52	391.10	391.32	456.81			1,727.75
PRSB Checking Interest	34.29	34.76	41.58	42.08			152.71
Total Interest	3,969.47	3,554.47	3,593.80	3,350.77	-	-	14,468.51
Other Income:							
Gifts & Memorials - E Materials							-
Gifts & Memorials - Books							-
Endowment Income MNCF			4,939.92				4,939.92
Donations	2,390.00	8,303.45	1,095.00	3.00			11,791.45
Gates Reserve							-
Automation Repair & Replacement							-
Photocopy Sales	742.50	1,211.10	828.20	303.65			3,085.45
Overdue Notice Fees	629.00	988.00	707.00	475.00			2,799.00
Lost and Damaged	390.00	701.44	555.00	520.00			2,166.44
Library Cards Income	80.00	148.00	80.00	56.00			364.00
Miscellaneous Income		24.85	15.50	40,037.73			40,078.08
Fax Income	48.00	112.00	106.00	50.40			316.40
Summer Reading Program							-
Winter Reading Program	529.69		1,118.86				1,648.55
NLLN-E-Audio Grant				5,000.00			5,000.00
ILL Income	20.00	30.00					50.00
Over/Short	10.85	10.16	35.95	(0.01)			56.95
Total Other Income	4,840.04	11,529.00	9,481.43	46,445.77	-	-	72,296.24
TOTAL REVENUE	19,696.97	234,477.09	23,962.69	60,684.01	-	-	338,820.76

EXPENSES

Kitchigami Regional Library  
2020 Financial Statement-Expenses

	January	February	March	April	May	June	Jan - June
<b>Library Materials/Branches &amp; Region:</b>							
Collections	26,088.37	9,728.80	28,160.55	19,302.15			83,279.87
Periodicals and Papers		4,766.69		83.00			4,849.69
E-Materials	2,028.72		8,837.72	18,224.92			29,091.36
Data Base Platforms		8,155.26					8,155.26
<b>Total Library Materials</b>	<b>28,117.09</b>	<b>22,650.75</b>	<b>36,998.27</b>	<b>37,610.07</b>	<b>-</b>	<b>-</b>	<b>125,376.18</b>
<b>Library Expenses for Branches &amp; Region:</b>							
ILL Expense	126.28	22.99	10.00				159.27
Postage & Meter Rental	256.62	1,000.00	97.49	240.00			1,594.11
Mobile Library - Remote Access	65.02	50.02	50.02	50.02			215.08
Phones-HQ, ML & Delivery	601.86	590.93	619.79	616.68			2,429.26
Phones-Branches	805.41	804.38	813.40	806.10			3,229.29
Data Lines NW Links	8,596.24			8,596.24			17,192.48
Library Supplies-Branches	898.02	1,937.67					2,835.69
Library Supplies-HQ		1,206.68		28.33			1,235.01
Office Supplies-HQ	927.95	632.01	1,580.52	947.63			4,088.11
Covid-19 Supplies				48.05			
Winter Reading Program							
Summer Reading Program	140.60						140.60
<b>Technical Services:</b>							
Contracted Network Support	12,244.16	6,122.08	6,462.42	6,122.08			30,950.74
ILS Maintenance Expense	43,435.04						43,435.04
Processing/Records	1,517.25	414.12	1,908.41	1,193.32			5,033.10
Technical Equipment/Supplies				4,997.80			4,997.80
Automation R&R Reserves Expense		1,705.00					1,705.00
Gates Reserves Expense							
<b>Total Library Expenses</b>	<b>69,614.45</b>	<b>14,485.88</b>	<b>11,542.05</b>	<b>23,646.25</b>	<b>-</b>	<b>-</b>	<b>119,240.58</b>

EXPENSES

Kitchigami Regional Library  
2019 Financial Statement-Expenses

	January	February	March	April	May	June	Jan - June
Vehicle Expenses/Delivery & Staff							
Gas and Oil	671.14	758.70	760.99	284.58			2,475.41
Repairs & Maintenance	85.45		181.99				267.44
Insurance							-
Total Vehicle Expenses	756.59	758.70	942.98	284.58	-	-	2,742.85
Mobile Library/Outreach Expenses:							
Gas and Oil	314.70	394.82	395.61	197.75			1,302.88
Repairs & Maintenance	19.25		7,779.06				7,798.31
Insurance							-
Total Mobile Library Expense	333.95	394.82	8,174.67	197.75	-	-	9,101.19
HQ Building Expenses:							
HQ Heat	371.55		192.51	243.34			807.40
HQ Electricity	409.57	397.86	407.57	361.86			1,576.86
HQ Garbage	73.53	73.53	73.53	72.05			292.64
HQ Water	28.00	28.00	28.00	28.00			112.00
HQ Sewer	42.00	42.00	42.00	42.00			168.00
HQ Insurance-Contents & Liability							-
HQ Building & Property Repair & Maint.	356.89	3,687.70	101.29	615.84			4,761.72
Total HQ Building Expenses	1,281.54	4,229.09	844.90	1,363.09	-	-	7,718.62
KRLS Admin & Board Expenses:							
Board Meetings	373.75						373.75
Legacy Fund Expenses	893.96	1,148.00	16,921.49	2,550.32			21,513.77
Strategic Planning/Special Projects		1,500.00					1,500.00
Covid-19 Special Expenses				522.46			
Membership Dues	148.00						148.00
Professional Fees-Audit							-
Admin Software & Fees		332.78					332.78
Statewide Meetings & Director Trvl							-
Board Insurance							-
Total KRL Board Expense	1,415.71	2,980.78	16,921.49	3,072.78	-	-	23,868.30

EXPENSES

Kitchigami Regional Library  
2019 Financial Statement-Expenses

	January	February	March	April	May	June	Jan - June
<b>Agency Salaries:</b>							
Bemidji Branch	21,337.84	21,482.73	19,406.04	20,879.30			83,105.91
Bemidji Substitutes	996.51	1,623.82	1,689.38	159.11			4,468.82
Blackduck Branch	3,133.46	3,406.77	2,926.39	3,221.89			12,688.51
Blackduck Substitutes	56.70	148.75	152.36				357.81
Brainerd Branch	25,768.45	25,371.70	22,724.66	25,935.13			99,799.94
Brainerd Substitutes	634.49	539.86	1,075.42	92.63			2,342.40
Brainerd Custodial	531.50		560.00				1,091.50
Cass Lake Branch	2,511.98	2,784.75	2,261.60	2,649.81			10,208.14
Cass Lake Substitutes	275.38	177.21	139.44	40.67			632.70
Longville Branch	3,034.93	3,142.87	2,849.70	3,210.69			12,238.19
Longville Substitutes	46.48	46.48					92.96
Park Rapids Branch	11,278.10	10,829.12	9,945.86	10,687.86			42,740.94
Park Rapids Substitutes	1,069.55	789.02	566.18	423.53			2,848.28
Pine River Branch	4,709.66	5,120.24	4,788.22	5,509.29			20,127.41
Pine River Substitutes	258.37	162.68	168.49	75.53			665.07
Wadena Branch	5,656.62	6,141.80	6,088.35	6,561.23			24,448.00
Wadena Substitutes	862.43	638.74	120.27				1,621.44
Walker Branch	5,217.67	4,830.28	4,090.84	5,605.73			19,744.52
Walker Substitutes	185.96	489.42	530.46				1,205.84
<b>Total Agency Salaries</b>	<b>87,566.08</b>	<b>87,726.24</b>	<b>80,083.66</b>	<b>85,052.40</b>	<b>-</b>	<b>-</b>	<b>340,428.38</b>
<b>Regional Salaries:</b>							
Administration	15,517.73	15,953.51	13,263.75	13,658.47			58,393.46
Delivery	2,106.09	2,182.98	1,903.89	2,123.95			8,316.91
Delivery Substitutes	397.31	-	180.96				578.27
Interlibrary Loan	2,448.93	2,334.24	2,139.72	2,480.13			9,403.02
Interlibrary Loan Substitutes	352.25	110.06	100.18				562.49
Mobile/Outreach Library	3,052.43	2,887.37	2,670.40	3,121.03			11,731.23
Mobile/Outreach Library Substitutes	278.16	-	450.18				728.34
Technical Services	4,063.79	3,835.83	3,532.42	4,261.03			15,693.07
Technical Services Substitutes							-
Miscellaneous Salaries							-
<b>Total Regional Salaries</b>	<b>28,216.69</b>	<b>27,303.99</b>	<b>24,241.50</b>	<b>25,644.61</b>	<b>-</b>	<b>-</b>	<b>105,406.79</b>

EXPENSES

Kitchigami Regional Library  
2019 Financial Statement-Expenses

	January	February	March	April	May	June	Jan - June
Benefits:							
PEIP Health Insurance	13,296.96	13,296.96	13,296.96	13,296.96			53,187.84
KRL Insurance Stipend	1,470.50	1,688.00	2,088.00	2,088.00			7,334.50
Bank Fees	50.00	5.00	5.00	5.00			65.00
FICA Taxes	8,929.24	8,928.97	8,097.76	8,627.98			34,583.95
PERA Payroll Tax	8,031.56	8,158.64	7,421.74	8,131.13			31,743.07
Training and Development	362.25	1,165.20	44.85				1,572.30
Unemployment Compensation							
Workers Comp Insurance		1,973.00					1,973.00
Total Benefits	32,140.51	35,215.77	30,954.31	32,149.07	-	-	130,459.66
Personnel Expenses:							
Interview & Hiring	1,975.17	26.40	673.00	304.50			2,979.07
Other Expenses:							
Travel, Director			86.25				86.25
Travel, Admin Employees	98.60		32.20				130.80
Service - CrossLake	5,000.00						5,000.00
Service - Pequot Lakes	5,000.00		46.48				5,000.00
Miscellaneous Expense			59.75	25.30			46.48
Fines & Penalties							85.05
Total Other Expenses	10,098.60	-	224.68	25.30	-	-	10,348.58
TOTAL EXPENSES	261,516.38	195,772.42	211,601.51	209,350.40	-	-	877,670.20
Capital Expenditures							
Total Revenue	19,696.97	234,477.09	23,962.69	60,684.01	-	-	338,820.76
Reserve Transfers							
Total Revenue	19,696.97	234,477.09	23,962.69	60,684.01	-	-	338,820.76
Excess (Deficit)	(241,819.41)	38,704.67	(187,638.82)	(148,666.39)	-	-	(539,419.95)

**KITCHIGAMI REGIONAL LIBRARY  
CHECK REGISTER  
March 10, 2020**

Check #	Vendor	GL Account Title	Amount
21965	BRUMBACK, SHERILYN - BJ	Training & Development - Census	174.80
21966	3-M BIBLIOTHECA, LLC	E-Materials	8,837.72
21967	ALLEGRA	Legacy Funds expense, advertising	98.00
21968	ARN C. KIND	Legacy Funds expense, contract	7,002.85
21969	ARVIG	Phones, CL, LG, WD & WK	170.19
21970	BELTRAMI COUNTY HISTORY SOCIETY	Legacy Funds expense, contract	500.00
21971	BURNS, SUE	Legacy Funds expense, contract	300.00
21972	CASS LAKE TIMES	Legacy Funds expense, contract	156.00
21973	CENTURY LINK	Phones, Administration, Brainerd and Wadena	345.99
21974	CHRISTENSEN, CAROL	Reimbursement for supplies & first aid kits	86.18
21975	CITY OF PINE RIVER	HQ Water	28.00
21976	FORUM COMMUNICATIONS	Legacy Funds expense, advertising	662.63
21977	GARDINER'S HARDWARE	Building & Property R&M	33.97
21978	HAAS PRINTING, INC	Legacy Funds expense, advertising	261.00
21979	JOBSEQ	Interview & Hiring Pine River Library	673.00
21980	JOHNSON, STEPHANIE	Replaced Lost check # 21697 10/10/19	65.45
21981	KIMBER CREEK FORD	Gas and Oil, DL & ML, R&M DL & ML	1,007.73
21982	LAKES COUNTRY SERVICE COOP	Contracted Network Support	6,462.42
21983	MACKENZIE, LAURA A.	Legacy Funds expense, contract	4,500.00
21984	MN PEIP	Health Insurance	13,296.96
21985	MOORE, STEVE	Travel to pick up DL & ML	32.20
21986	NCPERS	PERA Group Life Insurance	208.00
21987	PAUL BUNYAN COMMUNICATIONS	Phones, Blackduck & Bemidji	78.09
21988	PECK, JANE SKINNER	Legacy Funds expense, contract	1,018.76
21989	PENWORTHY	Collections	1,498.22
21990	PINE RIVER SANITARY DIST.	HQ Sewer	42.00
21991	RECORDED BOOKS, INC	Collections-BR	13.90
21992	ROCHESTER TELEPHONE SYSTEMS	Long distance for entire region	208.03
21993	RODENBURG LAW FIRM	Garnishment	100.00
21994	ULVERSCROFT LARGE PRINT	Shared Collections	96.72
21995	VERIZON WIRELESS	Cell phones for Admin, ML & Delivery Plus ML Stic	249.15
21996	WASTE PARTNERS, INC	HQ Garbage	73.53
21997	WILLENBRING, LEANN	Replaced Lost check #21736 10/21/19	285.88
	WILLENBRING, LEANN	Training & Development - Census	44.85
21998	XCEL ENERGY	HQ Building Heat	192.51
			48,804.73

**KICHIGAMI REGIONAL LIBRARY SYSTEM  
Payroll for February (16th - 29th) 2020**

PAY DAY	Check Numbers	Account	Amount
3/10/2020	41165-41234	Direct Deposits	39,547.48
		Paper Checks	613.48
	Deposit on MN E-Service	Minnesota Withholding Tax	1,901.31
	Deposit on EFTPS	Federal Withholding Tax	11,118.17
	Deposit on PERA website	PERA-Public Employee Retirement Association	6,923.92
			60,104.36

<b>AMOUNT EXPENSED PAGE 1</b>	<b>108,909.09</b>
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**KITCHIGAMI REGIONAL LIBRARY SYSTEM  
CHECK REGISTER  
March 19, 2020**

Check Number	Vendor	GL Account Title	Amount
21999	AMAZON.COM	Collections	251.78
22000	ARVIG	Phones, Park Rapids	44.61
22001	BAKER & TAYLOR L0433642	Collections and Processing	20,124.49
22002	BAKER & TAYLOR L4068832	Collections and Processing	1,239.10
22003	BAKER & TAYLOR L4068842	Collections ML	41.10
22004	CENTER, DEBBIE N.	Legacy Fund Expense	350.00
22005	CENTER POINT LARGE PRINT	Collections and Processing	359.18
22006	CHASE BANK	Gas ML, Gas DL, Supplies, Legacy Fund Expense	2,811.59
22007	CHRISTENSEN, NOLITA	Legacy Fund Expense	543.00
22008	GALE, CENGAGE LEARNING INC.	Collections	1,544.46
22009	JOHNSON, STEPHANIE	Director Travel	86.25
22010	DEISS, GEORGE - BOARD MEMBER	KRLS Board Meeting travel expense	46.95
22011	KIMBER CREEK	Gas & Oil DL	8,432.72
22012	MIDWEST TAPE	Collections and Processing	7,055.06
22013	MILLS MOTOR, INC	ML Repair and Maintenance	407.57
22014	MINNESOTA CLEANING SOLUTIONS	Contracted cleaning for Brainerd Library	560.00
22015	OFFICE SHOP	Office Supplies & Copier Contract	1,391.10
22016	TDS TELECOM	Phones, Administration & Pine River Library	337.13
22017	VERIZON WIRELESS	Mobil Library remote access	50.02
			<b>\$ 45,676.11</b>

**KITCHIGAMI REGIONAL LIBRARY SYSTEM  
Payroll for March 1st through March 15th**

**Payroll (1st - 15th)**

PAY DAY	Check Numbers	Account	Amount	
3/25/2020	41235-41309	Direct Deposits	40,274.05	
		Paper Checks	624.75	
	Deposit on MN E-Service	Minnesota Withholding Tax	1,896.47	
	Deposit on EFTPS	Federal Withholding Tax	11,214.17	
	Deposit on PERA website	PERA-Public Employee Retirement Association	6,929.88	
			<b>\$ 60,939.32</b>	
			Total Payroll Expense on 11/25/19	

**CHASE CREDIT CARD PAID ON 3/19/20**

Account #	Vendor
5214.010	SPEEDY DELIVERY
5250.000	GLOBAL INDUSTRIAL
5310.020	STATION 371, PINE RIVER
5410.040	STATION 371, PINE RIVER
5620.000	AMERICAN INN LODGING FOR PERFORMERS
5110.150	PERIPHERAL PRODUCTIONS
6390.000	CHASE INTEREST

**INVOICE DISTRIBUTION REPORT**

GL Account Title	Amount
Postage, Admin Shipping Lap Top to LCSC	17.83
Office Supplies	180.91
Delivery Van - Gas & Oil	669.09
Mobile Library - Gas & Oil	338.82
Legacy Fund Expenses	1,521.53
Collections for Longville	55.99
Penalties, Late Fees	27.42
<b>\$ 2,811.59</b>	

**OFFICE SHOP, INC. STATEMENT PAID ON 3/19/20**

**INVOICE DISTRIBUTION REPORT**

Account #	Vendor	GL Account Title	Amount
5238.000	OFFICE SHOP, INC.	Copier Contract	352.53
5250.000	OFFICE SHOP, INC.	Office Supplies	1,038.57
			<b>\$ 1,391.10</b>

<b>AMOUNT EXPENSED PAGE 1</b>	<b>\$ 108,909.09</b>
<b>AMOUNT EXPENSED PAGE 2</b>	<b>\$ 106,615.43</b>
<b>TOTAL AMOUNT EXPENSED IN MARCH</b>	<b>\$ 215,524.52</b>

**KITCHIGAMI REGIONAL LIBRARY  
CHECK REGISTER  
April 10, 2020**

Check #	Vendor	GL Account Title	Amount
22018	3-M BIBLIOTHECA, LLC	E-Materials	7,377.44
22019	ARVIG	Phones, CL, LG, WD & WK	169.74
22020	BAKER & TAYLOR L4068862	Collections and Processing	3.87
22021	CENTURY LINK	Phones, Administration, Brainerd and Wadena	345.99
22022	CITY OF PINE RIVER	HQ Water	28.00
22023	FORUM COMMUNICATIONS	Legacy Fund Expenses, advertising	2,390.00
22024	HAAS PRINTING, INC	VOIDED, CHECK RETURNED	
22025	JOBHQ	Interview & Hiring, Bemidji	304.50
22026	LAKES COUNTRY SERVICE COOP	Contracted Network Support & ARR Branches	11,119.88
22027	MIDWEST TAPE	Collections and Processing	1,737.22
22028	MN PEIP	Employee Health Insurance, Employer Paid	13,296.96
22029	NCPERS	PERA Group Life Insurance, Employee Paid	208.00
22030	NORTHLAND FIRE PROTECTION	Building & Property R&M	555.20
22031	NW LINKS	Data Lines, NW Links	8,596.24
22032	PARK RAPIDS ENTERPRISE	VOID-See check 22042	
22033	PAUL BUNYAN COMMUNICATIONS	Phones, Blackduck & Bemidji	77.80
22034	PITNEY BOWES, INC	Postage meter rental	240.00
22035	PINE RIVER SANITARY DIST	HQ Sewer	42.00
22036	ROCHESTER TELEPHONE SYSTEMS	Long distance for entire region	200.22
22037	RODENBURG LAW FIRM	Garnishment	100.00
22038	ROHLOFF, TERRIA	Reimbursement for entry seville Building R&M	35.59
22039	VERIZON WIRELESS	Mobile Library remote access	50.02
22040	WASTE PARTNERS, INC	HQ Garbage	72.05
22041	XCEL ENERGY	HQ Heat	134.92
22042	PARK RAPIDS CITY LIBRARY	Reimbursement for Legacy Fund Expense, Ad	50.00
			<u>47,135.64</u>

**KITCHIGAMI REGIONAL LIBRARY SYSTEM  
Payroll for March (16th - 31st) 2020**

PAY DAY	Check Numbers	Account	Amount
4/10/2020	41310-41372	Direct Deposits	43,174.10
		Paper Checks	688.73
	Deposit on MN E-Service	Minnesota Withholding Tax	2,226.85
	Deposit on EFTPS	Federal Withholding Tax	12,561.21
	Deposit on PERA website	PERA-Public Employee Retirement Association	7,818.89
		Total Payroll Expense on 12/10/19	<u>66,469.78</u>

<b>AMOUNT EXPENSED PAGE 1</b>	<b>\$ 113,605.42</b>
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**KITCHIGAMI REGIONAL LIBRARY SYSTEM  
CHECK REGISTER  
April 24, 2020**

Check Number	Vendor	GL Account Title	Amount
22043	3-M BIBLIOTHECA, LLC	E-Materials	10,633.73
22044	AMAZON.COM	Collections	346.70
22045	ARVIG	Phones, Park Rapids	44.53
22046	BAKER & TAYLOR L0433642	Collections and Processing	16,546.90
22047	BAKER & TAYLOR L4068832	Collections and Processing	1,258.91
22048	BAKER & TAYLOR L4068842	Collections and Processing	100.68
22049	CHASE BANK	Gas for Delivery Van & Mobile Library (see below)	1,263.62
22050	CHRISTENSEN, CAROL	Cleaning Supplies-Corvid-19	32.11
22051	CROSBY-IRONTON COURIER	Periodicals for Brainerd	40.00
22052	INNOVATIVE INTERFACES	E-Materials	213.75
22053	JUNIOR LIBRARY GUILD	Collections for BJ	1,055.10
22054	MINNESOTA POWER	HQ Electricity	361.86
22055	OFFICE SUPPLIES	Office supplies, Library supplies, Contract	893.74
22056	PILOT INDEPENDENT	Periodicals for Bemidji	43.00
22057	TDS TELECOM	Phones, Administration & Pine River Library	335.59
22058	VERIZON WIRELESS	Administration, ML, DL mobile phones	248.91
22059	XCEL ENERGY	HQ Heat	108.42
			<b>\$ 33,527.55</b>

**KITCHIGAMI REGIONAL LIBRARY SYSTEM  
Payroll for April 1st through April 15th**

PAY DAY	Check Numbers	Account	Amount
4/24/2020	41373-41433	Direct Deposits	40,985.26
		Paper Checks	622.89
	Deposit on MN E-Service	Minnesota Withholding Tax	2,057.08
	Deposit on EFTPS	Federal Withholding Tax	11,733.91
	Deposit on PERA website	PERA-Public Employee Retirement Association	7,359.10
			<b>\$ 62,758.24</b>

**CHASE CREDIT CARD**

Account #	Vendor	GL Account Title	Amount
5310.020	STATION 371, PINE RIVER	Delivery Van - Gas & Oil	258.89
5410.040	STATION 371, PINE RIVER	Mobile Library - Gas & Oil	197.75
	STATION 371, PINE RIVER	Staff Van - Gas & Oil	25.69
	AMERICAINN, PARK RAPIDS	Legacy Fund Expense, Mackenzie	110.32
	AMAZON	Office Supplies	123.21
	AMAZON & ZOOM	Corvid-19 Expenses	522.46
	CHASE CREDIT CARD	Late Fee	25.30
			<b>\$ 1,263.62</b>

**OFFICE SHOP, INC.**

Account #	Vendor	GL Account Title	Amount
5252.000	OFFICE SHOP, INC.	Corvid-19 Expenses	15.94
5250.000	OFFICE SHOP, INC.	Office Supplies	739.75
5235.000	OFFICE SHOP, INC.	Library Supplies	28.33
5235.000	OFFICE SHOP, INC.	Copier Contract	84.67
5235.000	OFFICE SHOP, INC.	Building & Property R&M	25.05
			<b>\$ 893.74</b>

<b>AMOUNT EXPENSED PAGE 1</b>	<b>\$ 113,605.42</b>
<b>AMOUNT EXPENSED PAGE 2</b>	<b>\$ 96,285.79</b>
<b>TOTAL AMOUNT EXPENSED IN APRIL</b>	<b>\$ 209,891.21</b>

## KRLS Checkouts

January - April

Location	2019	2020	Percent Change
Bemidji	49,632	32,392	-34.74%
Blackduck	4,793	3,266	-31.86%
Brainerd	80,074	53,216	-33.54%
Cass Lake	2,050	1,677	-18.20%
Longville	4,151	2,817	-32.14%
Park Rapids	22,552	15,839	-29.77%
Pine River	8,355	6,434	-22.99%
Wadena	18,634	14,656	-21.35%
Walker	7,743	5,321	-31.28%

### Mobile Locations

Backus	446	277	-37.89%
Laporte	73	75	2.74%
Nisswa	467	349	-25.27%
Hackensack	138	57	-58.70%
Nimrod	243	202	-16.87%
Leader	438	541	23.52%
Menahga	1,714	1,488	-13.19%
Nevis	1,335	758	-43.22%
Garrison	393	282	-28.24%
Bay Lake	135	73	-45.93%
Becida	363	237	-34.71%
Remer	820	250	-69.51%
Sebeka	417	435	4.32%

### Associate Locations

Crosslake	317	206	-35.02%
Pequot Lakes	956	734	-23.22%

## Electronic Resources January-April 2020

2019      2020

2019      2020

### Cloud Library

Checkouts: eBooks	20,923	24,739
Checkouts: eAudio	11,068	13,200
New Patrons	300	484

18%

### ELM: EBSCO

19%	Sessions	234	82
61%	Searches	662	226

### Ancestry Library

Searches	1759	1813
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### ELM: Britannica

Sessions	533	380
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### Auto Repair Reference

Sessions	118	NA
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### Flipster

Sessions	372	471
Searches	362	404
Online View	577	631
Downloads	1223	1412

## **5d NW Links: FY20-21 Internet Services Costs**

**Action Request:** For Board information

NW Links, who KRLS contracts with for E-Rate application submissions and Region wide internet services management, has obtained a new three year contract for internet services. The Letter of Agency for Funding Years 2020-2022 and the FY20-21 Bandwidth Level and Costs sheet are included in the board packet.

The bandwidth levels for Bemidji Public Library and the Blackduck Community Library have both doubled while levels throughout the Region have remained the same. The costs associated with these data lines have decreased by a total of \$1,922.07. As we are already contracted with NW Links, these documents are for the Board's information.



March 12, 2020

Bob Wheeler, Executive Director  
NW-Links/Region 1  
3031 17<sup>th</sup> Street South  
Moorhead, MN 56560

**Re: Letter of Agency For Funding Years 2020 - 2022 (July 1, 2020 to June 30, 2023)**

This is to confirm our participation in the NW-Links Wide Area Network E-rate Consortium for the procurement of wide area telecommunications and Internet access. I hereby authorize NW-Links to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the KITCHIGAMI LIBRARY SYSTEM.

I understand that, in submitting these forms on our behalf, you are making certifications for KITCHIGAMI LIBRARY SYSTEM. By signing this Letter of Agency, I make the following certifications:

- a) I certify that libraries in our system are eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996, Pub. L. No. 104-208, § 211 et seq., 110 Stat. 3009 (1996) that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary, secondary schools, colleges, or universities).
- b) I certify that our library(ies) has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- c) I certify that, if required by FCC rules, our library(ies) is/are covered by a technology plan(s) that is written, that covers all 12 months of the funding year, and that has been or will be approved by a state or other authorized body, or an SL-certified technology plan approver, prior to the commencement of service. The plan(s) is written at the following level(s) (please check all that apply):  
  
 an individual technology plan for using the services requested in this application; and/or  
 higher-level technology plan(s) for using the services requested in this application; or  
 no technology plan required by FCC rules.
- d) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the

**310 Second Street N., P.O. Box 84, Pine River, MN 56474 Phone: 218/587-2171 Fax: 218/587-4855  
Website: [www.krls.org](http://www.krls.org)**

rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).

- e) I certify that our library(ies) has/have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- g) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the Schools and Libraries Program.
- h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to NW-Links for E-rate submission is true.

Name of Entity: KITCHIGAMI LIBRARY SYSTEM

Date: 3/12/2020

Signature: Stephanie Johnson

Printed Name: Stephanie Johnson

Title: Director

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY OR TO THE FEDERAL COMMUNICATIONS COMMISSION**

**Schools and Libraries Universal Service  
 Certification by Administrative Authority to Billed Entity of  
 Compliance with the Children's Internet Protection Act**

Please read instructions before completing.  
 (To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: NW-Links Service 2020/2021  
 Create your own code to identify THIS FCC Form 479.

**Block 1: Administrative Authority Information**

1. Name of Administrative Authority Kitchigami Regional Library System	2. Funding Year 2020
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3. Mailing Address and Contact Information for Administrative Authority  
 Street Address, P. O. Box or Route Number  
 310 2nd St N, PO Box 84

City Pine River	State MN	Zip Code 56474-0084
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Name of Contact Person  
*Stephanie Johnson*

Telephone Number 2185872171	Fax Number 2185874855	Email Address <i>johnson@krls.org</i>
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**Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.**

**Block 2: Certifications and Signature**

- I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
- I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority Kitchigami Regional Library System  
 Administrative Authority's Form Identifier NW-Links Service 2020/2021  
 Contact Person \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

**Block 2: Certifications and Signature (Continued)**

6. I certify that as of the date of the start of discounted services:

a  the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

b  pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:

(FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

(FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.

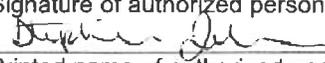
c  the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

d  I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

**The certification language above is not intended to fully set forth or explain all the requirements of the statute.**

7. Signature of authorized person 	8. Date 03/12/20
9. Printed name of authorized person Stephanie Johnson	
10. Title or position of authorized person Director - KRLS	
11. Telephone number of authorized person (218) 587-2171 x. 222	

**FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT**

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to [PRA@fcc.gov](mailto:PRA@fcc.gov). PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

**THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.**

**A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.**

Member Entity Name: Kitchigami Regional Library System

The new contract for internet services has been finalized for the next three years. The current fiscal year bandwidth level and cost, as well as the new bandwidth level and cost for next fiscal year are displayed below. In order to finalize our E-Rate funding request, we will need to know if any of your library sites will need additional bandwidth for the upcoming year. I will need a response no later than March 16<sup>th</sup> in order to stay on track in meeting the E-Rate submission deadline.

	FY19-20 Bandwidth Level	FY19-20 Monthly Gross Cost	FY20-21 Bandwidth Level	FY20-21 Monthly Gross Cost
Bemidji Public Library	500	\$ 1,209.56	1000	\$ 1,100.00
Blackduck Community Library	475	\$ 887.05	1000	\$ 1,100.00
Brainerd Public Library	45	\$ 1,472.45	45	\$ 1,450.00
Cass Lake Community Library	200	\$ 933.13	200	\$ 935.00
Margaret Welch Memorial	200	\$ 1,817.94	200	\$ 935.00
Park Rapids Area Library	1000	\$ 1,354.30	1000	\$ 1,350.00
Pine River Public Library	15	\$ 2,882.96	15	\$ 1,835.00
Wadena City Library	200	\$ 953.51	200	\$ 935.00
Walker Public Library	200	\$ 881.10	200	\$ 930.00
Kitchigami Regional Library HQ	45	\$ 1,935.07	45	\$ 1,835.00
	<b>2880</b>	<b>\$ 14,327.07</b>	<b>3905</b>	<b>\$ 12,405.00</b>

*(Please check only one option below)*

X At this time, we do not anticipate any increase in the bandwidth purchased through NW-Links for next fiscal year (20-21).

\_\_\_\_\_ We do anticipate that we will be increasing bandwidth purchased through NW-Links for next fiscal year (20-21). We have circled the sites above that will need increased bandwidth.

Signed: Stephan J...

Date: 3/12/2020

Title: Director - KRLS

This request is for next year's bandwidth projections, it is not a commitment by either party.

## **5e Hot Spot and/or Mobile Device Loan Program Application**

**Action Request:** For Board information

In response to the COVID-19 pandemic and the resulting increased demand for digital resources, the Hot Spot and/or Mobile Device Loan Program through MDE was made available to Regional library systems in order to help meet this need. KRLS allocation for this grant is \$7,000. A summary of the purpose of the grant is as follows:

“This grant is to purchase mobile hot spots or other devices in order to improve access to the internet for people in Minnesota due to the Covid-19 pandemic. The COVID 19 pandemic has increased the demand for access to the internet to identify government information, support communication and distance learning. Obtaining mobile hot spots or other devices will enable libraries to contribute to improved connectivity across the state.”

In consultation with Branch Managers, hot spots with three months of service per device and laptops were identified as the greatest needs to be addressed and are what the application was submitted for. Ordering of these items is currently in process. Hot spots will be distributed to branches and procedures put in place so they can be checked out by patrons in need of internet services. Laptops will be used to begin the process of ensuring each branch has one laptop available for Branch Managers to be able to work remotely and continue providing service to patrons as needed.

The grant application and Official Grant Award Notification are attached.



## **Application Coversheet**

### **Hot Spot and/or Mobile Device Loan Program**

#### **APPLICANT INFORMATION**

Legal name of applicant organization: Kitchigami Regional Library System

If district or charter school applicant, enter organization number:

Total grant request:

#### ***OFFICIAL WITH AUTHORITY***

Name of official with authority to sign: Stephanie Johnson

Title: Director

Address: 310 2<sup>nd</sup> St. N.

City, state and zip code + 4: Pine River, MN 56474-

Phone number and email: (218)587-2171 x.222, [johnsons@krls.org](mailto:johnsons@krls.org)

#### ***REQUIRED IDENTIFICATION NUMBERS***

Minnesota SWIFT vendor ID number: VN0000193524\_1

Federal DUNS number: 9279387

#### ***PRIMARY PROGRAM CONTACT***

Name of Program Contact: Stephanie Johnson

Title: Director

Address: 310 2<sup>nd</sup> St. N.

City, state and zip code: Pine River, MN 56474

Phone number and email: (218)587-2171 x. 222

#### ***BUSINESS MANAGER***

Name of business manager: Patricia Kline, Bookkeeper

Address: 310 2nd St. N.

City, state and zip code: Pine River, MN 56474

Phone number and email: (218)587-2171 x.225, [klinep@krls.org](mailto:klinep@krls.org)

**SIGNATURE AND DATE**

 4/23/2020

I certify I have read the application (narrative, assurances, budget and supplemental documents, if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization.

**Federal Transparency Financial Reporting**

If single source or targeted grant is federally funded and grant will be \$25,000 or over:

*Respond to the following 2 questions if your grant award will come from **federal funding** and will be \$25,000 or over **and**, if your gross income is \$300,000 or more from all sources for the previous tax year. MDE requires that this information be provided in order for us to meet our reporting requirements under the Federal Funding Accountability and Transparent Act (FFATA).*

1. In your organization's preceding fiscal year, did the organization receive 80% or more of its annual gross revenues in U S federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and \$25,000,000 or more in annual gross revenues from U S federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

Respond here (yes or no):

2. If you answered yes to the question above, does the public have access to information about the compensation of the executives in your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934?

Respond here (yes or no):

If you responded no to question 2, we may need to contact you for additional information.

**ASSURANCES**

The applicant by signing the coversheet to the application submitted to the state, certifies they have read the application and will comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and others as applicable.

**1. Survival of Terms**

The following clauses survive the expiration or cancellation of this award: 4) State and Federal Audits; 5) Liability; 6) Ownership of Materials and Intellectual Property Rights; 7) Publicity; 8) Government Data Practices; 9) Data Disclosure; and 12) Governing Law, Jurisdiction and Venue.

APPLICANT NAME:		Hot Spot and/or Mobile Device Loan Program	
FEDERAL PROJECT GRANT OPPORTUNITY TITLE:		45.310	
FEDERAL CFDA NUMBER:			
GRANT AMOUNT:			
PROJECT PERIOD: 4/1/2020 - 9/30/2020			
UFARS OBJECT CODES	DESCRIPTION	BUDGET AMT	FTE
CODES	DESCRIPTION	BUDGET AMT	BUDGET NARRATIVE DESCRIPTION
303	300 SERIES – PURCHASED SERVICES Federal Contracts/portion of each up to \$25,000 (include contractor's travel)	\$1,300 NA	NA
315	Repairs and Maintenance for computers and tech	NA	NA
320	Communication Services – Phone, Internet	\$1,350	NA
350	Repairs and Maintenance – not for construction or repairs for computers or hardware	NA	NA
CODES	400 SERIES – SUPPLIES/MATERIALS – Consumable and Expendable Items. Not capital expenditures or capital equipment.	BUDGET AMT	BUDGET NARRATIVE DESCRIPTION
401	Supplies – Non-Instructional – example: office supplies, computer supplies, small computer equipment (not capital expenses), etc.	NA	NA
405	Non-instructional Software licensing agreements – (under capitalization) not for computers or hardware	NA	NA
406	Instructional Software Licensing Agreements (under capitalization)	NA	NA
430	Supplies – Non-individualized Instructional – classroom	NA	NA
455	Non-instructional non-capitalized tech supplies used with hardware/software. CDs, flash drives, cables, monitor stands	NA	NA
456	Instructional non-capitalized tech related supplies under \$5,000 or LEA's capitalization	\$2,250 NA	NA
465	Non-instructional Tech Devices (kindles, ipads, etc.) Last longer than 1 report period -noncapitalized		
466	Instructional Technology Devices (kindles, ipads, etc.)(beyond a single reporting period) non-capitalized	\$2,100 NA	NA

470	Media Resources – General Use - Library Books, Tapes/CDs, E-journals	NA		
CODES	800 SERIES – Other Expenditures & Indirect	NA	BUDGET AMT	BUDGET NARRATIVE DESCRIPTION
820	Dues, Memberships, Software Licenses, Memberships in Organization	NA		
899	Other Miscellaneous Expenditures – must identify specific expenditure in order to be considered for approval	NA		
	Total all budget lines except for 895	NA		
895	Indirect charges	NA		Identify restricted rate used
<b>GRAND TOTAL GRANT REQUEST</b>			<b>\$7,000</b>	



# Official Grant Award Notification

## Grantee Information

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Organization Name: Kitchigami Regional Library System  
Identified Official with Authority Name and Title: Stephanie Johnson, Executive Director  
Address: P.O. Box 84  
City/State/ZIP+4: Pine River, MN 56474  
Phone and Email: 218-587-2171 ext. 222, johnsons@krls.org

## Grantee Project Staff

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Program Contact Name: same as above  
Phone and Email:  
Business Manager or Accountant Name: Patricia Kline  
Phone and Email: 218-587-2171 x225, klinep@krls.org

## Grant Project Title: Hot Spot and/or Mobile Device Loan Program

Single Source Yes  No

## Funding/Encumbrance Information

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GMS NUMBER:	<b>State Fiscal Year: SFY2020</b>
SWIFT Contract Number: 176639	Fund: 3000
SWIFT Vendor Number: 0000193524	FinDeptID: E373C160
Purchase Order Number: 3000022717	AppropID: E370670
Funding Source/Legislative Authority: State of MN	Account: 441302
Library Services Technology Act Five-Year Plan	PC Bus Unit: E3701
2018-2022	Project ID: E3706719
	Activity ID: C
	Source: REIMB
	Amount: \$7,000.00
	<i>(should equal total award)</i>

Federal Awarding Agency Name: IMLS  
Federal Award Number: LS-00-19-0024-19  
Federal Award Year: 2019  
Federal CFDA Number: 45.310  
Federal CFDA Name: Grants to States  
Subrecipient Indirect Cost Rate: NA  
Research and Development?  Yes or  No  
Grantee DUNS Number: 9279387  
UFARS Federal Finance Code: 01 F499

## Award Period

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Start Date: May 11, 2020  
End Date: September 30, 2020  
This is a five and a half month grant.  
Continuation grant awards \_\_\_ are / X are not an option.

**Original/Initial Award: \$7,000.00**

### MDE Authorized Representative

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Name: Hannah Buckland  
Division: Library Services  
Phone: 651-582-8792  
Email: hannah.buckland@state.mn.us

### Grant Specialist

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Name: Deb Rose  
Division: Grant Services  
Phone: 651-582-8853  
Email: debra.rose@state.mn.us

## Terms of Acceptance

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This award is made with respect to the terms and conditions of the application materials for the identified grant project under which the grantee has an approved application and has agreed to the assurances, which are incorporated by reference herein. These materials are referred to as the "Application" throughout this Official Grant Award Notification (OGAN). By accepting this award the grantee agrees to comply with all provisions of the award including all assurances and certifications made in the Application and all applicable state or federal statutes, regulations and guidelines. The grantee agrees to administer the program in accordance with the approved Application, budget, timelines, and other supplemental information submitted in support of the approved Application. All terms not defined below are as set forth in the Application.

## 1. PURPOSE OF FUNDING/GRANT

- This grant is to purchase mobile hot spots or other devices in order to improve access to the internet for people in Minnesota due to the Covid-19 pandemic. The COVID 19 pandemic has increased the demand for access to the internet to identify government information, support communication and distance learning. Obtaining mobile hot spots or other devices will enable libraries to contribute to improved connectivity across the state.

## 2. PROGRAM REPORTING

**A final program report** summarizing grant activities and outcomes, including any data collected/requested related to the grant program, are due to MDE, as follows:

Final Program Report must be received by October 30, 2020 for activities occurring for the grant period of May 11, 2020 through September 30, 2020.

## 3. FINANCIAL REPORTING

**Financial Reporting Forms (FRF)** summarizing grant expenditures to date, shall be submitted in the form and manner prescribed by MDE, as follows:

- a) FRFs may be submitted monthly or as expenses are incurred with at least one FRF being submitted by July 15, 2020 with any expenses incurred through June 30, 2020..
- b) If this grant goes beyond the state fiscal year end date of June 30 or ends June 30 of that state fiscal year, all expenditures incurred through June 30 must be submitted by July 15 of that same state fiscal year.
- c) Expenditures incurred on or after July 1 must be submitted on a new and separate FRF.
- d) Reimbursement of approved expenditures will be made based on expenditures reported on the FRF. Reimbursement for expenditures deemed allowable, allocable and reasonable will be made within 30 days of receipt of a request. Payments are subject to review of supporting documentation, if requested. The state reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable and reasonable, or for which adequate supporting documentation does not exist.
- e) Reimbursement requests may be submitted no more frequently than once per month and no less frequently than quarterly unless otherwise stated in this OGAN.
- f) Grantees must track the grant budget and record expenditures and reimbursement payments separately from their other organization budgets.

## 4. FINANCIAL RECONCILIATION/MONITORING AND SUPPORTING DOCUMENTATION

- a) A **financial reconciliation or desk review** of reported expenditures to supporting documentation will occur at least once during the award period on grants that exceed \$50,000. MDE will request supporting documentation for review and reconciliation of at least two (2) budget line item expenditures based on a financial reporting form (FRF) submitted by the grantee.
- b) In the event a **monitoring visit(s)** is required by MDE, the grantee shall cooperate with MDE and shall comply with MDE's request for documentation and other information, before, during and/or after the visit(s).
- c) Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to MDE upon request.

## 5. FINAL PROGRAM AND FINANCIAL REPORTING

**Final Program and Financial Reporting Forms** are due by October 30, 2020. Final reporting may include, but is not limited to, the following items:

- a) A final program report summarizing activities completed, as requested by MDE, along with supporting data requested by the program staff or federal or state funding.
- b) Final Financial Reporting Form (FRF) with a budget narrative describing expenditures.
- c) Expenditure detail report, such as general ledger, from accounting system.

## 6. BUDGET AND/OR WORK PLAN REVISIONS

The grantee must receive prior written approval from MDE for any budgetary changes of approved line item amounts greater than 10 percent of the total grant award available for expenditure during the grant period. Total budget line item deviations exceeding 10 percent of the total award must be approved in writing by MDE prior to incurring the expenditure. In their request for approval the grantee must include supporting information to justify why the change is necessary. MDE is not legally obligated to approve expenditures incurred on budget line item changes that exceed 10 percent of the total award for which prior approval has not been granted. Grantee may not incur expenditures within a budget line item that is not included in the approved budget without the written approval of MDE.

## 7. CANCELLATION

- a) **Cancellation With or Without Cause.** An award contract may be cancelled by the state at any time, with or without cause, upon thirty (30) days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed and for approvable expenditures.

- b) **Cancellation Due to Discontinued or Insufficient Funding.** It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an aggregate level sufficient to allow for the grantee's program to continue operating, the grant shall immediately be terminated upon written notice by the state to the grantee. The state is not obligated to pay for any services that are provided after notice and effective date of termination. However, the grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.
- c) **Cancellation Due to Failure to Comply.** The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/granted have not been or will not be fulfilled. The state may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## 8. AMENDMENTS

Any amendments to this award shall be in writing and shall be executed by the same parties who executed the original award, or their successors. An amendment must be requested 45 days prior to the end date of the award period and is valid and effective upon written approval from the MDE authorized representative or their delegate. *No amendments will be considered on expired grant awards.*

## MDE Signatures

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I, the Authorized Representative, acknowledge by signing below that I have reviewed all documentation and documents related to this award to ensure that adequate oversight and appropriate internal controls to properly administer grant funds have been measured.

Hannah Bucland

*Hannah B*

5/4/20

Authorized Representative Name and Signature

Date

I, the division director, by signing below verify that agency policies and procedures were followed in the awarding of this grant and do hereby approve this award and attest to the Authorized Representative's review of said documentation and documents related to this award.

Jennifer R. Nelson

*Jennifer R. Nelson*

May 4, 2020

Division Director Name and Signature

Date

I hereby certify that funds have been encumbered as required by Minnesota Statutes, section 16A.15 and 16C.05. (Signature is for current fiscal year only.)

Joel Bergevin

*Joel Bergevin*

5/12/2020

Encumbrance Agent Name and Signature

Date

As representative of the Minnesota Department of Education, I hereby certify that this award notification and release of funds are therefore approved, legal, binding and valid.

Andre Prah

/

Authorized Representative Name and Signature

Date

## **5f ACHF Update**

**Action Request:** For Board information

ACHF Legacy funded in-person programs have been suspended because of the COVID 19 pandemic. Virtual programming, however, is being researched as an alternative. Our Legacy Coordinator, Carol Christensen, is actively following updates from the State Library Services division of the Minnesota Department of Education.

Two successful Regional Legacy programs were presented in February and March. Arn Kind's Minnesota in the Vietnam War visited 10 locations and reached a total of 390 community members. Laura MacKenzie's Traditional Wind Powered Music concert also visited 10 locations and attracted a total audience of 300. Regional tours were scheduled for May and June, however, they were cancelled due to the pandemic.

In January, Bemidji hosted local author of *If You Lived Here You Would be Home by Now*, Christopher Ingraham. Over 80 people attended this program leaving rave reviews on their experience. Bemidji also hosted a historical reenactor and two local author book talks at the beginning of the year. In February, Park Rapids Area Library hosted a historical concert with banjo expert Mark Bridge that attracted over 60 people. The following month, Pine River Public Library hosted a mini bookshelf craft program for school age children. Unfortunately, the COVID 19 pandemic has put a hold on other local Legacy programs that had been in the planning process. Carol is working on updating the processes for Local Legacy program applications so there are clear guidelines and a smoother method going forward.

FY19 ACHF funds were used up at the end of March. FY20 ACHF funds are available to be used. The FY20 for the ACHF grant started with the state's FY on July 1, 2019, so we will most likely be bringing a carryover of FY20 funds into FY21.

## **5g Director's Report**

**Action Request:** For Board information

### **Timeline and Overview of COVID-19 Response**

All planning and decisions made in consultation with KRL Board Chair and Branch Managers have been in accordance with Governor Walz's orders, MDH, MDE, CDC, ADA and OSHA guidelines and recommendations. MDE, Council of MN Regional Public Library System Administrators, Branch Managers, KRL administrative staff and library leaders throughout MN have been meeting virtually on a regular basis for discussion and planning in response to COVID-19. The timeline provided below is an overview of actions taken in response to COVID-19.

**3/12/20** Managers notified that KRLS is tracking the COVID-19 situation.

**3/13/20** Managers notified of new MDH recommendations. Recommended branches cancel all programming through the end of the month. Also, recommended branches to begin disinfecting high traffic areas and removing items that can't be easily disinfected.

**3/16/20** Recommendation sent to branches on implementing procedures in line with updated MDH and CDC guidelines. Branches begin waiving fines on all materials to encourage sick patrons to stay home.

**3/17/20** Notification to branches that KRLS will be closing to the public effective 3/18/20. Staff is to remain working at this time in person or remotely at manager discretion. Bookmobile to begin operating as a delivery service only.

**3/23/20** All staff except Branch Managers or LA IVs directed not to enter branch libraries. Began ordering PPE for staff. Remote work encouraged. Delivery and Bookmobile services suspended. All staff paid for regularly scheduled hours based on Inclement Weather Policy.

**3/25/20** Shelter at Home Executive order announced. Remote work encouraged. Locking of bookdrops announced.

**4/3/20** Twice weekly virtual Branch Manager meetings begin.

**4/8/20** All physical programming throughout KRLS cancelled through May.

**4/10/20** KRL safe handling of materials procedures shared with branches following recommendations and guidelines shared by co-hosted IMLS and CDC webinar. Regional Safe Hygiene procedures shared with branches with recommendation for branches to further customize safe hygiene procedures as their location requires.

**4/15/20** Following guidance from MDE\*, contactless curbside delivery begins rolling out within KRLS as permitted by Cities. All staff to be paid regularly scheduled hours through 4/30/20 based on Inclement Weather Policy as reviewing of modified services begins. Intra-regional delivery of materials begins with safety measures in place.

**4/16/20** Hot Spot and/or Mobile Device Loan Program Application submitted.

**4/17/20** Online library card application goes live on KRLS website.

**4/20 and 4/27** Meetings with Bemidji and Brainerd Branch Managers on staffing needs in correlation with modified services starting 5/2 and possible reduction in some staff hours.

**4/29/20** KRL Preparedness Plan and information regarding federally ordered Emergency Paid Sick Leave (EPSL) and Extended FMLA (EMFLA) sent through KRLS delivery to all regularly scheduled staff members.

**5/2/20** Staff begins to be paid for worked hours. Temporary reduction in staff hours, furloughing, at Brainerd and Bemidji branches begins.

**5/14/20** Virtual KRLS Summer Reading Program meeting held for staff involved in the planning of SRP. Discussion of creative ways to offer the Summer Reading Program virtually to be discussed.

**\* Public Libraries**

[UPDATED 04/14/20]: MDE recognizes the need to balance the needs of the community with the health and safety of library staff and patrons. Therefore, this guidance is permissive, and ultimately decisions regarding library offerings will be made at the local level, within set parameters. Consistent with MDH and CDC guidelines for social distancing and safety, libraries should not be providing in person services.

Based on a review of Executive Order 20.20, MDE has determined that public library services may be deemed as essential during the COVID 19 pandemic. Within a library's ability to provide for social distancing and the regular disinfecting and sanitation of library materials by following health and safety protocols, it may remain open to provide distance (online, digital, virtual) services and non-contact curbside pickup of materials. Review guidance on handling library materials.

As a community based government organization, a library may be considered a priority service by its political subdivision and be exempt from Executive Order 20.20 as a critical sector. In that case, a library's political subdivision may determine necessary minimum staffing under the order.

**Additional Information**

-MNLink Interlibrary Loan has been suspended until further notice throughout the state of MN.

-Branch libraries have been working on transitioning various traditional in-person programming, such as storytime, to virtual programming.

-Planning for delivery of materials to homebound patrons is currently being discussed.

These are truly unprecedented times. As a region we remain focused on the safety of our staff and patrons and adhering to state and federal guidelines and recommendations while trying to find creative solutions to continue serving the public to the best of our ability.

**6a Strategic Planning: Library Strategies**

**Action Request:** For Board information

Due to the pandemic, Library Strategies is extending our current contract and are currently working on ways to conduct a modified process to continue the needed research virtually. An update with an extended timeline and modified objectives will be provided at the June board meeting.

## **6b 2020 Overview Budget**

**Action Request:** For Board approval

The city and county 2020 levies and operating budgets along with the Headquarters/Central Services budgets were approved at the January regular board meeting. Attached is the summary document incorporating all the individual approved budgets into the financial overview of the regional library for 2020.

**2020 Operating Budget Kitchigami Regional Library System Overview: DRAFT**

**Revenue**

State RLBSS	654,986
State RLTA	39,900
County levies	1,618,262
City levies	417,142
City ARR	17,459
Fees/Interest	25,000
Miscellaneous Income	20,000
Transfer from Health Insurance Reserve	31,200
Transfer from RLTA Reserve	72,000
Legacy Grant	105,100
Crow Wing Reserve	21,050
NLLN	5,000
Transfer from Unrestricted Reserves:	
eBook and eAudiobooks	70,000
Strategic Planning	20,000
Other	7,571

**Total Revenue: 3,124,670**

2020 Operating Budget Kitchigami Regional Library System Overview: DRAFT

Expense Area

<b>Personnel</b>	
Branches	1,509,520
Mobile Library	54,445
Headquarters	447,249
<b>Personnel Total</b>	<b>2,011,214</b>
<b>Communications</b>	
Postage	11,860
Telecommunications	18,343
Data Lines	50,000
<b>Communications Total</b>	<b>80,203</b>
<b>Headquarters Facility</b>	
Maintenance/Utilities	16,000
Insurance	4,500
<b>Total HQ Facility</b>	<b>20,500</b>
<b>Materials</b>	
Books	221,807
Audiovisual	81,505
Periodicals	15,998
Database platforms	18,200
Shared collections	82,205
E-materials	77,000
Supplemental processing	4,153
Supplies	32,523
Software and licences	2,500
<b>Total Materials</b>	<b>535,891</b>
<b>Technical Services</b>	
Technical Support	142,323
Technical Services	70,000
ARR Reserve	17,959
Processing/Records/Cataloging	19,000
Miscellaneous Equipment	2,500
<b>Total Technical Services</b>	<b>251,782</b>
<b>Delivery</b>	
Operation	21,880
Mileage/Route Expense	7,500
Capital(Van Replacement)	3,600
<b>Total Delivery</b>	<b>32,980</b>
<b>Regional Board</b>	
Insurance/Audit/Travel	22,000
Strategic Planning Project	20,000
<b>Total Regional Board</b>	<b>42,000</b>
Regional Participation	7,650
Promotion & Recruit	10,000
Administration Travel	5,500
Staff Vehicle	800
ACHF Legacy	105,100
<b>Mobile Library operating</b>	
Service Extension (Pequot Lakes and Crosslake)	21,050
<b>Total Expense:</b>	<b>3,124,670</b>

## **6c Policy Manual Updating**

**Action Request:** For Board information

At the January Board meeting the need for updating the Policy Manual was discussed and it was asked that a proposal for beginning the process of revision be brought forward. In response to this request, a meeting with the staff policy committee was scheduled and held on 2/6/2020.

Due to the COVID-19 situation, this process has been put on hold. Policy updating will begin when more staff time is available to devote to this process.

## **7b Pandemic Response and Planning: COVID-19**

**Action Request:** For Board discussion and direction

As the pandemic situation is continuously evolving, so are the many decisions and planning that need to be made in response to it. Below are the most pressing issues currently facing KRLS. Board members may wish to review the KRLS Joint Powers Agreement (JPA) for further context surrounding these issues. KRLS JPA may be found at [www.krls.org](http://www.krls.org) under the "Policies" tab.

### **Purchasing of items in response to COVID-19**

There are many items and equipment needing to be purchased in response to COVID-19. Questions have arisen around whether materials should be coming from KRLS HQ or cities. Previous practice has been that cleaning supplies and building maintenance and supplies come from the city the branch is located in.

- Personal Protective Equipment (masks, gloves, hand sanitizer)
- Building safety equipment (sneeze guards, hand sanitizing dispensers, signage)
- Cleaning Supplies (sanitizing wipes, spray bottles, rags, disinfectant spray, etc.)

### **Phased Reopening Planning**

Branch Managers, MN Regional System Directors, and MDE have been meeting on a regular basis to discuss planning, procedures, guidelines, and recommendations on how to best approach a safe phased reopening of public libraries. All of the consolidated Regional systems throughout MN and most of the federated Regional systems are not planning on opening buildings to the public in any form until at least June 1<sup>st</sup>.

KRLS Branch Managers have been partnered into four groups, dependent on city population, and asked to come up with drafts of phased reopening plans to be discussed in the coming weeks. It has been expressed by managers that the need to have sufficient PPE for staff, building safety measures, patron sanitation stations, and surface sanitizing and disinfecting supplies are essential to open to the public in any form. MN OSHA, CDC, and MDH requirements must be met as part of phased reopening plans to the public.

Just a few of the considerations when planning phases for reopening to mitigate the risk for staff and patrons include the following: ability to maintain social distancing and capacity guidelines, ability to follow guidelines on the safe handling of materials and frequently touched surfaces, reduce exposure risk by limiting the amount of time spent in shared spaces, and following OSHA guidelines.

(continued on next page)

## **7b Pandemic Response and Planning: COVID-19 (continued)**

### **Contingency Planning**

A contingency plan for procedures to follow if a staff member becomes infected or if another Shelter at Home order is placed needs to be put in place for future scenarios. We currently have a procedure in place for any staff members who come in contact with an infected person to remain in quarantine for 14 days, but it does not address the procedure for closing the branch library.

## Equipment for COVID-19, non-critical businesses

### Background

Governor Tim Walz's Executive Order 20-33 requires each business in operation during the peacetime emergency establish a COVID-19 Preparedness Plan. This plan is designed to help a business keep their employees safe by taking steps to control exposure to COVID-19 by limiting contact, social distancing and assuring they have enough equipment prior to starting up, among other options. Communicating this plan and providing training to workers is key to implementing the plan.

COVID-19 is spread mainly through close contact from person to person in respiratory droplets from someone who is infected. People who are infected often – but not always – have symptoms of illness. People without symptoms are able to spread the virus. COVID-19 is also spread from contact with a contaminated surface or object.

### Hierarchy of controls

Occupational safety and health professionals use a framework called the “hierarchy of controls” to select ways of controlling workplace hazards. The best way to control a hazard is to remove it from the workplace, rather than relying on workers to reduce their exposure. During a COVID-19 outbreak, when it may not be possible to eliminate the hazard, the most effective protection measures are:

1. engineering controls;
2. administrative controls;
3. safe work practices (a type of administrative control); and
4. personal protective equipment (PPE).

### Types of controls

In most cases, a combination of control measures will be necessary to protect workers. The following is a description of each control listed from most effective to least effective.

1. **Engineering controls** involve isolating employees from work-related hazards. Engineering controls include isolation rooms and other physical barriers, such as clear plastic “sneeze guards” that can limit most workers’ exposures.
2. **Administrative controls** require action by the worker or the business. Typically, these require changes in work policy or procedures to reduce or minimize exposure to a hazard. Administrative controls include requiring sick workers to stay home, encouraging teleworking when possible and staggering work shifts.

3. **Safe work practices** are types of administrative controls that include procedures for safe and proper work used to reduce the duration, frequency or intensity of the exposure to a hazard. Safe work practices can include the following.
  - a. Use social-distancing measures, such as requiring all workers to stay at least six feet away from customers and coworkers.
  - b. Limit the number of workers entering the business. Based on the square footage and configuration of the worksite, set a specific number of workers allowed in that can maintain a distance of at least six feet from each other.
  - c. Designate workers to monitor and facilitate social-distancing and hygiene practices.
4. **Personal protective equipment (PPE)** includes gloves, goggles, face shields, face masks and respiratory protections. Businesses shall do an assessment of the work activities to determine what PPE is required. The required PPE and training about its use, is to be provided and paid for by the business. This is the last line of defense used by the worker.
  - a. Respirators (N95 or better) are not available and are being prioritized for health care and laboratories, emergency response, mortuary services and food supply.



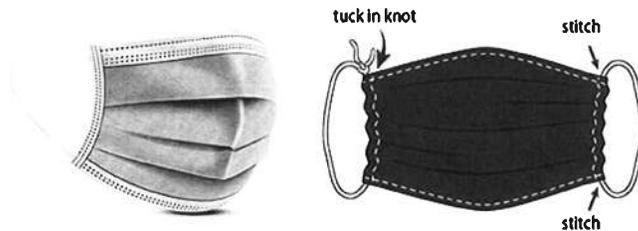
- b. Face shields are designed to put a physical barrier between workers. They are typically clear and cover the face of the worker. These are currently in limited supply.



- c. Frequent handwashing is more effective than gloves. Disposable gloves are used by workers for handling items that may have contact from an outside vendor, money, parts and food safety, and when conducting cleaning and disinfecting activities. Gloves will carry COVID-19, just like workers' hands; therefore, require workers to wash their hands frequently with soap and water for at least 20 seconds and allow them the time to do so. This includes: when they arrive and depart from work; before and after they use the restroom; before eating, drinking or using tobacco; when they leave their workstation; and after handling money. Some areas may have

hand-sanitizer dispensers that can be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled. Sanitizer must contain at least 60% alcohol.

- d. Homemade cloth masks or surgical masks are considered a source control that keeps germs the wearer expels when coughing or sneezing from landing on others. These do **not** provide the wearer any type of added protection; these only protect the workers around the source person.



## Other protective measures

All workers, regardless of the type of work they are doing, must:

- practice good and frequent hand hygiene;
- follow social-distancing guidelines;
- follow good cough and sneeze etiquette;
- avoid touching their eyes, nose or mouth with unwashed hands; and
- avoid close contact with people who are sick.

## Resources

Resources are available on the Minnesota Department of Labor and Industry's "Updates related to COVID-19" webpage at [www.dli.mn.gov/updates](http://www.dli.mn.gov/updates).

## Get help

Request a free safety and health consultation at [www.dli.mn.gov/about-department/our-areas-service/minnesota-osh-workplace-safety-consultation](http://www.dli.mn.gov/about-department/our-areas-service/minnesota-osh-workplace-safety-consultation) or by calling 651-284-5060 or 800-657-3776.



## Worker protections related to COVID-19

Employees are protected by a number of state and federal laws. These protections and employers' legal obligations are discussed in more detail below. Further updates and guidance for Minnesotans about COVID-19 are available at [www.mn.gov/covid19](http://www.mn.gov/covid19).

### Use of sick leave

If your employer allows you to take time off for your own illness, your employer must also allow you to take time off to care for an ill minor child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. Your employer must allow you to use your sick time in the same manner as the employer would allow you to use the leave for yourself. Under current law, this provision may not apply to all employees and all employers.

Contact the Minnesota Department of Labor and Industry (DLI) at 651-284-5075, 800-342-5354 or [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) with questions.

The cities of Duluth, Minneapolis and St. Paul have sick and safe time ordinances that require employers to offer paid time off when employees are sick:

- [Duluth sick and safe time leave](#);
- [Minneapolis sick and safe time leave](#); and
- [St. Paul sick and safe time leave](#).

### Family Medical Leave Act (FMLA)

Under the federal FMLA, covered employers must provide employees job-protected, unpaid leave for specified family and medical reasons, which may include COVID-19 where complications arise. Employees on FMLA leave are entitled to the continuation of group health insurance coverage under the same terms as existed before they took FMLA leave.

Call the U.S. Department of Labor (DOL), Wage and Hour Division, at 866-487-9243 with questions or see U.S. DOL [COVID-19 FMLA guidance](#).

### Federal Families First Coronavirus Response Act (FFCRA)

The FFCRA requires certain employers to provide employees with expanded family and medical leave for specified reasons related to COVID-19. The expanded family and medical leave provisions of FFCRA apply to certain public employers and to private employers with fewer than 500 employees. Small businesses with fewer than 50

employees may qualify for exemption from the requirement to provide leave due to school closings or child care unavailability if the leave requirements would jeopardize the viability of the business as a going concern. Also, health care providers and emergency responders can be excluded.

Generally, FFCRA provides that employees of covered employers are eligible for:

- two weeks (up to 80 hours) of paid leave at the employee’s regular rate of pay (up to \$511 a day and \$5,110 in the aggregate), where the employee is unable to work because the employee is quarantined (pursuant to federal, state or local government order or advice of a health care provider) and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
- two weeks (up to 80 hours) of paid leave at two-thirds the employee’s regular rate of pay (up to \$200 a day and \$2,000 in the aggregate), where the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to federal, state or local government order or advice of a health care provider) or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19; and
- up to an additional 10 weeks of expanded family and medical leave at two-thirds the employee’s regular rate of pay (up to \$200 a day and \$10,000 in the aggregate), where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

Call the U.S. Department of Labor, Wage and Hour Division, at 866-487-9243 with questions or visit [www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave#\\_ftn3](http://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave#_ftn3).

## **Employers cannot discriminate**

### **Workers have the right to request reasonable accommodations**

Individuals with disabilities have the right to request “reasonable accommodations” from employers that are subject to the Americans with Disabilities Act and/or the Minnesota Human Rights Act. If you have a disability that affects your risk for contracting COVID-19 or being harmed if you do contract the virus, you have the right to request a reasonable accommodation from your employer. Examples of reasonable accommodations include:

- teleworking;
- paid, sick, unpaid leave;
- staggered work schedules; and
- changing workstations to practice social distancing.

When requesting a reasonable accommodation, describe the nature of the accommodation requested and how it will assist you in performing the essential functions of your job.

## **Reminders for employers**

Employers may ask employees if they are experiencing influenza-like symptoms, such as a fever, chills, a cough or a sore throat. Employers must maintain all information about employee illness as a confidential medical record in compliance with state and federal law.

During a pandemic, employers may not ask employees who do not have known or apparent influenza symptoms whether they have a medical condition the CDC says could make them vulnerable to influenza complications. Under no circumstances may an employer make decisions based on stereotypes or bias.

If employees voluntarily disclose to their employer that they have a medical condition or a disability that places them at higher risk of COVID-19 complications, the employer must keep this information confidential.

Employers may not assume employees with known medical conditions or disabilities are at heightened risk of complications from COVID-19. For more information about pandemic preparedness in the workplace and relevant legal requirement for employers, visit

[www.eeoc.gov/eeoc/newsroom/wysk/wysk\\_ada\\_rehabilitation\\_act\\_coronavirus.cfm](http://www.eeoc.gov/eeoc/newsroom/wysk/wysk_ada_rehabilitation_act_coronavirus.cfm).

Contact Minnesota's Discrimination Helpline if you employer denied you a reasonable accommodation by calling 833-454-0148 or [submitting this online form](#). Translation/interpretation services are available.

## **Workers cannot be fired or denied the opportunity to be rehired for applying for unemployment insurance**

Employers also may not discriminate against employees because they have applied for or received unemployment insurance (UI) benefits. Under the Minnesota Human Rights Act, it is unlawful for an employer to terminate or otherwise change the terms and conditions of an employee's work because that employee applied for or received UI or any other type of public assistance.

Contact Minnesota's Discrimination Helpline if your employer fired or refused to rehire you because you filed for unemployment insurance during COVID-19 by calling 833-454-0148 or [submitting this online form](#). Translation/interpretation services are available.

## **UI benefits**

If you lose your job or had your hours greatly reduced, you should apply for UI benefits. The application process allows you to tell the UI program why you are not working. To get more information about UI or to apply for benefits, visit [www.uimn.org](http://www.uimn.org).

Gov. Tim Walz issued a March 16, 2020, executive order to better enable workers affected by the COVID-19 pandemic to access UI benefits. For more information about this executive order and some frequently asked questions and answers, visit [www.uimn.org/applicants/needtoknow/news-updates/covid-19.jsp](http://www.uimn.org/applicants/needtoknow/news-updates/covid-19.jsp).

## **Protections for workers who contract or have been exposed to COVID-19**

Under a state health law, if you have contracted or been exposed to COVID-19 and the Minnesota Department of Health (MDH) recommends you stay home (isolate or quarantine yourself), your employer may not discharge, discipline or penalize you for missing work. This protection also applies if you need to care for a minor or adult family member for whom MDH recommends isolation or quarantine. (The adult family member must have a disability or be a vulnerable adult.) This employment protection is available for 21 workdays. For more information, call the number MDH will give you with its recommendation.

## **Workers' compensation**

If you contract a disease that arises out of and in the course of your employment, you may be entitled to workers' compensation benefits, including payment for wage loss and medical benefits. However, you must show you contracted the disease due to your employment.

If an emergency responder contracts an infectious or communicable disease, they are exposed to in the course of employment outside of a hospital, the disease is presumed to be an occupational disease due to the nature of their employment.

If you are not ill, but must stay home from work because you were exposed to the virus, you are not entitled to workers' compensation benefits under current law.

Every case is fact specific. Call the Department of Labor and Industry (DLI) at 800-342-5354 (press 3) if you have a question about whether you are entitled to workers' compensation benefits.

## **Final wages**

If your employment ends and your former employer has not paid you your final wages, there are several steps you can take to ensure you are paid all the wages you are due. To learn what steps you can take to receive your final wages, visit DLI's [Making a demand for final wages webpage](#).

## **Changes to working conditions**

### **Overtime mandates**

If employers schedule and require employees to work overtime hours, they must pay any overtime that is earned under either state or federal law. State law provides one exception to required overtime for nurses.

Other employees may be covered by collective bargaining agreements that contain provisions allowing employees to opt out of overtime hours.

### **Work location changes**

Employers are required to track, record and pay for all hours of work performed by employees and may, in certain circumstances, be required to reimburse employees for work-related expenses. These expenses may not be required to be reimbursed until the end of employment.

## **Hours worked; hours paid**

### **Salaried exempt workers**

Under limited situations when a business decides to cut business hours, the employer can reduce the salary of an exempt worker. If a salaried exempt worker misses a full day of work for reasons other than the employer stating that no work is available, the employer may deduct a proportional amount of their salary. This deduction can only

be made if the employee does not complete any work activities during that day. The employer cannot deduct from a salaried exempt employee's weekly salary if the reason for an absence is that there was no work available, unless there is no work available for the entire workweek.

## **Volunteering**

Unpaid volunteer work may be performed for nonprofit organizations or government agencies. For-profit employers are required to pay the minimum wage and overtime, among other labor standards requirements, for those completing work activities.

## **Workplace safety and health**

To get information about workplace safety or health related to COVID-19, visit [www.dli.mn.gov/business/workplace-safety-and-health/mnosha-compliance-novel-coronavirus-covid-19](http://www.dli.mn.gov/business/workplace-safety-and-health/mnosha-compliance-novel-coronavirus-covid-19).

### **Reporting health and safety concerns at work**

Your employer may not retaliate against you for reporting health and safety concerns at work. If you believe your employer retaliated against you, you may file a complaint with Minnesota OSHA (MNOSHA) Compliance within 30 days of the adverse employment action.

### **Refusal to work**

You have the right to refuse to work under conditions that you, in good faith, reasonably believe present an imminent danger of death or serious physical harm to you. Serious physical harm may include a work illness that results in permanent disability, temporary total disability or medical treatment.

A reasonable belief of imminent danger of death or serious physical harm includes a reasonable belief of the employee that the employee has been assigned to work in an unsafe or unhealthful manner with an infectious agent. Coronavirus is considered to be an infectious agent.

Your employer may not fire you or otherwise discriminate against you for your good faith refusal to perform assigned tasks if you have asked your employer to correct the hazardous conditions but they remain uncorrected. If you have refused in good faith to perform assigned tasks, and your employer does not reassign you to other work, you may contact MNOSHA Compliance to request assistance. MNOSHA Compliance will contact your employer to try to resolve your concern. If MNOSHA Compliance determines you would have been placed in imminent danger of death or serious physical harm by performing the work, then you are entitled to receive pay for the work you would have performed.

Contact MNOSHA Compliance at [osha.compliance@state.mn.us](mailto:osha.compliance@state.mn.us), 651-284-5050 or 877-470-6742 with questions.

## **7c 2021 Budget Planning**

**Action Request:** That the Board establish a cost of living increase for 2021 to be incorporated in the 1<sup>st</sup> drafts of the proposed budgets of City and County levies.

That the Budget Committee set a meeting date the second week of June for review of proposed budgets.

### **Background:**

At the May Board meeting, the Board sets the initial direction for the next year's operating budget for the cities and counties.

Some areas for the Board to consider include:

- Cost of living adjustments. 2019 budgets included a 2.5% COLA for employees.
- Granting steps to eligible employees.
- Impact of pandemic on 2021 budgeting.

## **7d RLTA Category 3 Application**

**Action Request:** For Board approval

Governor Walz's Executive Order 20-41 states the following regarding Regional Library Telecommunication Aid (RLTA):

"Upon approval by the Executive Council, under Minnesota Statutes 2019, section 134.355, subdivision 8, the purposes of regional library telecommunications aid are expanded to include the improvement of internet access and access to technology with items that are not e-rated, including, but not limited to, digital or online resources."

This order temporarily loosens restrictions on RLTA in response to the COVID-19 pandemic. KRLS will be receiving \$46,300.68 in RLTA Category 3 funding. A budget in coordination with Branch Managers and LCSC to determine the best usage of these funds is being worked on and will be available at the Board meeting. Considerations about the digital divide in our Region as well as the ability for remote work in the face of possible future closures are currently being discussed.



## REGIONAL LIBRARY TELECOMMUNICATIONS AID – CATEGORY 3

FY 2020 (July 1, 2019 – June 30, 2020)

### APPLICANT INFORMATION, ASSURANCES, AUTHORIZED SIGNATURE

Contact Person: Stephanie Johnson

Regional Public Library System: Kitchigami Regional Library System

Street Address: 310 2<sup>nd</sup> St. N

City: Pine River State: MN Zip Code: 56474

Telephone: (218)587-2171 x.222

E-mail: johnsons@krls.org

Minnesota Tax ID#: 74-26083

#### Locations Open Less than 20 Hours per Week

Please identify any locations open fewer than 20 hours per week prior to March 13, 2020 and provide a reason for each:

The Minnesota Department of Education understands that in-person services may be limited during the pandemic and is able to waive the requirement during the peacetime emergency.

#### Assurances:

In accordance with Executive Order 20-41, the purposes of regional library telecommunications aid is expanded to include the improvement of internet access and access to technology with items that are not e-rated, including, but not limited to, digital or online resources. These will be described as category three services.

Acceptable documentation for category three services is required and may include, but is not limited to, request for proposal and bid documents or contracts executed under cooperative purchasing agreements.

The provision of category three remains in effect until the peacetime emergency declared in Executive Order 20-01 is terminated or until it is rescinded by proper authority.

All regional public library system branches/member libraries meet the state-certified level of library support at level required under *Minnesota Statutes 134.34 and Minnesota Statutes 275.761*.

Connections are adequate and employ an open network architecture that will ensure interconnectivity and interoperability with school districts, post-secondary education, or other governmental agencies.

Connections are established using the most cost-effective means and are coordinated with other education and government entities where appropriate.

The regional public library system has submitted or is included in a federal e-rate application for discounts on category one expenses funded through the Regional Library Telecommunication Aid program. Acceptable documentation for category two services is required and may include, but is not limited to, e-rate application, request for proposal and bid documents or contracts executed under cooperative purchasing agreements.

The regional public library system and its members/branches are in compliance with the requirements of the Children's Internet Protection Act.

The regional public library system and its members/branches are in compliance with *Minnesota Laws 2000, Chapter 489, Article 6, Section 27, Section (a)* so that all public library computers with access to the Internet available for use by children under the age of 17 restrict, including by use of available software filtering technology or other effective methods, all access by children to material that is reasonably believed to be obscene or child pornography or material harmful to minors under federal or state law, and section (c) so that the library prohibits, including through the use of available software filtering technology or other effective methods, adult access to material that under federal or state law is reasonably believed to be obscene or child pornography.

The regional public library system and its members/branches are in compliance with *Minnesota Laws 2000, Chapter 492, Article 1, Section 49, Subd. 5A*, and has a policy to prohibit library users from using the library's Internet access workstations to view, print, or distribute material that is obscene within the meaning of *Minnesota Statutes 1998 Chapter 617, Article 241*.

The regional public library system will retain for ten years all records related to the RLTA and e-rate programs, including pre-commitment, contracting, post-commitment, invoicing and backup data. When requested, the regional public library system will make these documents available to State Library Services.

## Authorized Signatures

I certify that my organization will comply with the above assurances and all other applicable laws and regulations.

Date:

Signature:

Name: Stephanie Johnson  
Regional Public Library System Administrator

Required Attachments:

- FY 2020 Applicant Information, Assurances and Authorized Signatures
- FY 2020 Category 3 Regional Library Telecommunications Aid Application Spreadsheet.

Please note that you will need to submit BEAR forms or other documentation of actual costs as part of the FY2020 final report. The final report will also require you to report on how category three funds were used, including but not limited to a description of what was purchased, who it served and how it contributed to improved access to the internet and/or technology.

Contact Hannah Buckland, State Library Services, at [hannah.buckland@state.mn.us](mailto:hannah.buckland@state.mn.us) or 651-582-8792 with questions. Please email signed and completed application forms to [hannah.buckland@state.mn.us](mailto:hannah.buckland@state.mn.us) by May 8, 2020. Completed forms can be sent as PDF documents or in original Word/Excel formats.

**7e Letter of Engagement: Auditor**

**Action Request:** For Board information

The attached letter of engagement is from Clasen, Stegner & Schiessl CPAs, Ltd. regarding the upcoming 2019 audit. Clasen, Stegner & Schiessl CPAs, Ltd. was previously named Justin, Clasen and Company Auditors. A three year contract was approved from 2018-2020 for audits through Clasen, Stegner & Scheissl. A copy of this contract is also included for your information.



Clasen  
Stegner &  
Schiessl CPAs, Ltd.  
*Consultants & Accountants*

Christopher Clasen, CPA  
Aaron Stegner, CPA  
Susan Schiessl, CPA  
Jane Erickson, CPA  
Aryn Hedlund, CPA

PO Box 90, Pequot Lakes, MN 56472 (218) 568-5242 Fax (218) 568-8680

Visit us at [lakesareacpas.com](http://lakesareacpas.com)

January 20, 2020

Board of Directors  
Kitchigami Regional Library  
PO Box 84  
Pine River, MN 56474

We are engaged to audit the financial statements of the governmental activities and each major fund of the Kitchigami Regional Library (the Library), Pine River, Minnesota, for the year ended December 31, 2019. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated December 7, 2018, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of the Library. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will also perform tests of the Library's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis, Budgetary Comparison Schedules (General and Special Revenue Funds), Schedule of Library's Proportionate Share of Net Pension Liability – Public Employees General Employees Retirement Fund, and Schedule of Library Contributions – Public Employees General Employees Retirement Fund, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the Detailed Revenue and Expense Schedule – Entity-Wide, Schedule of Minnesota Legacy Grant Funding, and Schedule of Regional Library Telecommunication Aid – Cash Basis, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the Introductory Section, which accompanies the financial statement but is not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit at a time convenient to both parties and issue our report at a time acceptable to both parties. Christopher Clasen, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and the Library's management and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Clasen Stegner & Schiessl CPAs, Ltd.*  
Clasen Stegner & Schiessl CPAs, Ltd.  
Certified Public Accountants & Consultants



# JUSTIN CLASEN & COMPANY, LTD.

Certified Public Accountants & Consultants

Christopher Clasen, CPA  
Aaron Stegner, CPA  
Susan Schiessl, CPA  
Jane Erickson, CPA

P.O. Box 90  
Pequot Lakes, Minnesota 56472  
(218) 568-5242 Fax: 568-8680  
office@lakesareacpas.com  
lakesareacpas.com

Member:

American Institute of  
Certified Public Accountants  
  
Minnesota Society of  
Certified Public Accountants

December 7, 2018

Ms. Marian Ridge, Director  
and the Board of Directors  
Kitchigami Regional Library  
P.O. Box 84  
Pine River, MN 56474

Dear Ms. Ridge and Members of the Board:

Thank you for giving our firm the opportunity to provide your professional audit services for Kitchigami Regional Library.

Enclosed you will find our standard engagement agreement for the years ending December 31, 2018, 2019, and 2020, which confirms the terms of our engagement to provide the audit services. The services we are to provide and the estimated fees for these services are as follows:

Services	December 31, 2018		
	2018	2019	2020
◇ Audit Services	\$9,650.00	\$9,800.00	\$9,975.00
<b>INCLUDED WITH AUDIT FEE</b>			
◇ 17 bound copies of the audited financial stmts	-	-	-
◇ 8 additional unbound copies of audited financial statements	-	-	-
◇ Electronic audit report copy to Library	-	-	-
◇ Electronic audit report uploaded to the Minnesota Office of the State Auditor	-	-	-
◇ Electronic copies of management and governance letters e-mailed to the Office of the State Auditor	-	-	-
◇ Special District Financial Reporting Form prepared and uploaded to the Minnesota Office of the State Auditor	-	-	-
◇ Travel and other out-of-pocket expenses	-	-	-
◇ Limited interim consulting and bookkeeping assistance	-	-	-
	<u>\$9,650.00</u>	<u>\$9,800.00</u>	<u>\$9,975.00</u>

Kitchigami Regional Libray  
December 7, 2018  
Page 2

If you are in agreement with the terms of our engagement agreement, please sign and return it to us. If you have any questions, please give me a call.

We look forward to working with you again.

Sincerely,

Christopher M. Clasen  
Certified Public Accountant

CC:kd

Enclosure

## **7f HQ Building Maintenance**

**Action Request:** For Board information

KRLS Headquarters is in need of several critical building maintenance and repair projects. Bids for the required maintenance and repairs will be presented at the June Board meeting for the following issues:

-Air Conditioning units need servicing and potential replacement due to becoming unlevelled from overgrown shrubs.

-Shrubs around building need to be removed as they are too close to the building foundation and AC units.

-Landscaping to prevent further AC unit and building damage.

-Roof repair due to damage over the winter. (Covered by insurance.)

## **7g Annual State Report: 2019**

**Action Request:** For Board approval of required signatures for final submission of the annual report.

All regional public library systems are required to submit an annual report to MDE in order to be eligible to receive RLBS (Regional Library Basic System Support). The annual report is an online document consisting of a wide range of data collected on many aspects of library service.

As has been done in previous years, the printed report will be available at the meeting and as a PDF attachment sent out closer to the meeting date for review.

**2019 Highlights:** Overall circulation of physical materials was slightly less than last year, but follows nationwide trends. There were over 460,000 visits to Regional library branches and over 31,000 reference questions asked throughout the year.



## 2019 Minnesota Public Library Annual Report Approval Form

Minnesota Statutes 134.13 requires the board of a public library to submit an annual report to the Minnesota Department of Education no later than April 1 each year.

**Please print the name of the library submitting this form below.**

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Name of Library

I certify that I have read the library's annual report and approve its submission to the Minnesota Department of Education, State Library Services.

---

Signature of Library Board President/City or County Representative

---

Date

---

Printed Name of Library Board President/City or County Representative

---

Signature of Library Director

---

Date

---

Printed Name of Library Director

**Please return this signed form by mail, email, or fax to:**

State Library Services  
Minnesota Department of Education  
1500 Highway 36 W  
Roseville, MN 55113-4266

Email: [mde.lst@state.mn.us](mailto:mde.lst@state.mn.us)

Fax: 651-582-8752



*Minnesota's public library annual report is made possible, in part, by funding from the Minnesota Department of Education through a Library Services and Technology Act (LSTA) grant from the Institute of Museum and Library Services.*



# MINUTES

## Emergency City Council Meeting

6:00 PM - Tuesday, May 26, 2020

City Hall, 8 Summit Drive, Blackduck MN

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The Council of the City of Blackduck was called to order on Tuesday, May 26, 2020, at 6:04pm, in the City Hall, 8 Summit Drive, Blackduck MN, with the following members present:

**COUNCILORS PRESENT:** Mayor Rudy Patch, Councilor Paige Moore, Councilor Jason Kolb, and Councilor Maxwell Gullette

**COUNCILORS EXCUSED:**

**STAFF PRESENT:** City Administrator Christina Regas

**OTHERS PRESENT:** Jennifer Parker, Blackduck American

### 1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance  
Mayor Patch dispensed with the pledge of allegiance.

### 2. APPROVAL OF AGENDA

- a.

Maxwell Gullette moved to approve the agenda as presented Jason Kolb seconded the motion.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

### 3. LETTER TO GOVERNOR WALZ

- a. Letter to Governor Walz  
Administrator Regas read the letter into the record:  
May 26, 2020  
Governor Tim Walz  
Office of Governor Tim Walz  
130 State Capitol  
75 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155

Dear Governor Walz,

The City of Blackduck would like to take this opportunity to thank you and your administration in its response to the COVID-19 pandemic. Although we understand these decisions are not easy to make, we believe you are taking the health and welfare of all Minnesotans into high regard during your decision-making processes.

Our City and local Chamber have worked tirelessly to encourage local businesses to apply for emergency small business loans and payroll protection but to some extent it may not be 'enough'. Our community of just over 800+ residents thrives on the tourism and service industry with just over a dozen local resort owners, dental office, school district #32, salons, restaurants, municipal bar, golf course, and campground, lumberyard, grocery store, theater, popular quilt store at Anderson Fabrics Outlet, and service stations, to provide everything a small town can offer. The median age of the City of Blackduck is 33 years old, indicating many of our population is not in a high risk category. We have multiple areas of outdoor recreation and Blackduck Lake is a very popular fishing lake in Beltrami County. Visitors make Blackduck a destination stop before heading to Lake of the Woods and Upper Red Lake for their family fishing vacations. After an early ice fishing season came to a close, several businesses looked forward to the annual May Walleye Opener and the business it brings to our area. The COVID-19 put a sudden halt to all of those hopes.

Thanks to Executive Order 20-56, the "Stay at Home" order has lifted and has turned the dial to allow more retail businesses to reopen safely and attempt to regain some lost revenue. But the dial is still not turned up high enough to provide those businesses with what is truly needed to survive. The City of Blackduck supports the community and business owners and all it offers to the public. As a small town in northern Minnesota, it must be able to look out for itself to survive and not lose its residents to other larger cities. Small businesses must be able to compete with the larger 'big box' stores that are just a quick drive away and our businesses must be able to offer the smaller cities in our rural area the opportunity to shop closer to home to abide by your orders.

The Blackduck City Council encourages you and your administration to consider the fate of smaller cities in Minnesota when continuing your fight against COVID-19. We strongly believe that 'one-size does not fit all' in this pandemic. The City of Blackduck is a rural community, and that benefits our residents during the pandemic because we already by nature social distance. This is just another reason why we love to live here.

President Trump has allowed our Nation's Governors to make decisions on behalf of their individual states. The time has come to allow local governments, such as the Mayors and City Councils within our great State of Minnesota to act on behalf of what is best for our own local communities. Minnesota is broken into districts with Representatives to meet the different needs of the areas they serve. The City of Blackduck has its own unique needs that differ from those of the City of Minneapolis, St. Paul or St. Cloud.

In closing, the Blackduck City Council has the full support of its local business owners with this request. We have heard from several of them over the past weeks and they are doing all they can to survive, but many may never open their doors again. We encourage you and your administration to reopen all businesses including bars, restaurants, salons, theaters, and campgrounds on June 1 and NOT extend the deadline any further.

We appreciate your continued efforts and your consideration of our request.

Paige Moore moved to approve to send the written letter to Governor Walz Rudy Patch seconded the motion.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

**4. ADJOURNMENT**

a.

Maxwell Gullette moved to adjourn the emergency meeting at 6:11pm. Jason Kolb seconded the motion.

Carried 4 to 0

Rudy Patch	For
Paige Moore	For
Jason Kolb	For
Maxwell Gullette	For

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City Administrator, Christina Regas

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Mayor, Rudy Patch



# MINUTES

## Emergency Special Meeting Conference Call

7:00pm - Saturday, May 30, 2020

Meeting held by phone

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An Emergency Special Conference Call of the City of Blackduck was called on Saturday, May 30, 2020, at 7:05pm, by phone, with the following members present:

**COUNCILORS PRESENT:** Mayor Rudy Patch, Councilor Paige Moore, Councilor Jason Kolb, and Councilor Maxwell Gullette

**COUNCILORS EXCUSED:**

**STAFF PRESENT:** City Administrator Christina Regas and Police Chief Jace Grangruth

**OTHERS PRESENT:**

### 1. CALL TO ORDER

- a. Mayor Patch called the emergency special meeting conference call to order at 7:05pm. The minutes of this special emergency meeting is pursuant to law.

#### 1.1. LAW ENFORCEMENT REPORT - JACE GRANGRUTH, POLICE CHIEF

##### 1.1.1. City curfew

An emergency special meeting was called by Mayor Patch to consider declaring a curfew as requested by the Chief of Police. At the time the meeting was held, the Chief of Police believed that making a declaration and establishing a curfew would be in the public interest. The Chief of Police informed everyone that upon further investigation he would contact the Mayor if he determined enacting a declaration to establish a curfew would be needed. There was discussion. No vote was taken. No action was taken.

### 2. ADJOURNMENT

- a. Mayor Patch closed the emergency special council conference call at 7:28pm.

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City Administrator, Christina Regas

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Vice Mayor, Paige Moore

June 8, 2020

FUND	Deerwood Checking BEGINNING BALANCE	Bill Report through 06/5/2020	Deerwood Checking ENDING BALANCE	Deerwood First Preferred Savings BEGINNING BALANCE	Deerwood First Preferred Savings Bill Report through 06/5/2020	Deerwood First Preferred Savings ENDING BALANCE	Total Balance of all Accounts
GENERAL	\$149,362.76	\$14,678.64	\$134,684.12	\$81,293.53	\$0.00	\$81,293.53	
POLICE RESTRICTED CASH	\$1,129.09	\$0.00	\$1,129.09	\$0.00	\$0.00	\$0.00	
CEMETERY	(\$2,760.21)	\$0.00	(\$2,760.21)	\$2,159.40	\$0.00	\$2,159.40	
PERPETUAL CARE	\$8,058.21	\$0.00	\$8,058.21	\$53,418.01	\$0.00	\$53,418.01	
SEWER MAINTENANCE	\$0.00	\$0.00	\$0.00	\$69,325.17	\$0.00	\$69,325.17	
SEWER REPLACE.	\$0.00	\$0.00	\$0.00	\$33,697.32	\$0.00	\$33,697.32	
SCDP REVOLVING LOAN FUND	\$0.00	\$0.00	\$0.00	\$683.33	\$0.00	\$683.33	
FIRE DEPT RESERVE (TruckFund)	\$0.00	\$0.00	\$0.00	\$227,192.81	\$0.00	\$227,192.81	
PINE TREE PARK	\$79,573.54	\$246.74	\$79,326.80	\$0.00	\$0.00	\$0.00	
WATER SINKING FUND	\$0.00	\$0.00	\$0.00	\$150,026.17	\$0.00	\$150,026.17	
PUBLIC WORKS RESERVE FUND	\$0.00	\$0.00	\$0.00	\$17,425.41	\$0.00	\$17,425.41	
Fire Dept Special Equip Fund	\$202,674.77	\$0.00	\$202,674.77	\$26,234.62	\$0.00	\$26,234.62	
2018 Revolving Loan Fund (NEW)	\$0.00	\$0.00	\$0.00	\$140,936.62	\$0.00	\$140,936.62	
2006 GO BOND	\$17,457.61	\$0.00	\$17,457.61	\$33,368.75	\$0.00	\$33,368.75	
2009A Refunding Bond	\$33,059.33	\$1,688.13	\$31,371.20	\$13,942.37	\$0.00	\$13,942.37	
2011 Industrial Lane IntraLoan	\$7,384.43	\$0.00	\$7,384.43	\$0.00	\$0.00	\$0.00	
2014A Disposal System Loan	\$15,697.50	\$0.00	\$15,697.50	\$0.00	\$0.00	\$0.00	
2017A Disposal System Project/Sum/Main	\$39,737.53	\$0.00	\$39,737.53	\$0.00	\$0.00	\$0.00	
2017A Disposal Sys Loan	\$10,212.64	\$0.00	\$10,212.64	\$0.00	\$0.00	\$0.00	
2017 PFA Debr Sys Bond Debt Service	\$34,712.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2018 Frontage/Pine Ave Internal Loan	\$880.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TAX INCREMENT FINANCING	\$89,515.42	\$750.00	\$88,765.42	\$0.00	\$0.00	\$0.00	
WATER FUND	\$209,308.64	\$8,280.05	\$201,028.59	\$0.00	\$0.00	\$0.00	
SEWER FUND	\$95,936.01	\$4,762.48	\$91,173.53	\$0.00	\$0.00	\$0.00	
LIQUOR FUND	\$321,017.33	\$75,054.19	\$245,963.14	\$0.00	\$0.00	\$0.00	
LIQUOR RENT FUND	\$25,324.90	\$0.00	\$25,324.90	\$0.00	\$0.00	\$0.00	
GOLF COURSE	(\$119,955.50)	\$3,681.30	(\$123,636.80)	\$0.00	\$0.00	\$0.00	
<b>Total:</b>	<b>\$1,218,326.60</b>	<b>\$109,141.53</b>	<b>\$1,073,592.47</b>	<b>\$849,703.51</b>	<b>\$0.00</b>	<b>\$849,703.51</b>	<b>\$1,923,295.98</b>

Transfer Recommended:

Fund Transfer from: Fund transfer to: Reason: Amount of Transfer:

2020 Second Half Bond Payments: Principal: Interest: Fees: Total:

CITY OF BLACKDUCK

Monthly Bills

May 2020

Check Name	Amount		
<b>Fund</b>		BELTRAMI COUNTY-AUDITOR/TREAS.	\$210.00
US FOODS		BELTRAMI ELECTRIC COOP	\$993.84
<b>Fund</b>		BLACKDUCK FAMILY FOODS	\$24.56
<b>Fund 101 GENERAL FUND</b>		Miller, McDonald	\$3,500.00
Marco Technologies LLC	\$194.31	PAUL BUNYAN COMMUNICATIONS	\$34.08
BELTRAMI COUNTY-AUDITOR/TREAS.	\$210.00	<b>Fund 602 SEWER FUND</b>	\$4,762.48
BELTRAMI ELECTRIC COOP	\$2,377.09	<b>Fund 609 MUNICIPAL LIQUOR FUND</b>	
BOYLE LAW FIRM	\$1,847.50	AMERIPRIDE LINEN & APPAREL	\$203.20
CARD SERVICE CENTER	\$36.09	BELTRAMI COUNTY SOLID WASTE	\$640.15
EVOLVE CREATIVE LLC	\$235.00	BELTRAMI COUNTY-AUDITOR/TREAS.	\$210.00
FORUM COMMUNICATIONS CO	\$291.20	BELTRAMI ELECTRIC COOP	\$1,798.79
MCFOA	\$90.00	BEMIDJI COCA-COLA	\$542.39
Miller, McDonald	\$5,912.25	Bernick Companies	\$8,267.27
PAUL BUNYAN COMMUNICATIONS	\$536.98	BLACKDUCK FAMILY FOODS	\$1,985.88
QUILL CORPORATION	\$644.19	Breakthru Beverage	\$3,334.09
ROGER'S TWO WAY RADIO	\$90.00	CARD SERVICE CENTER	\$1,475.35
SANFORD OCCUPATIONAL MEDICINE	\$144.00	D & D BEVERAGE	\$405.80
STREICHERS	\$315.94	DICK DISTRIBUTING	\$13,292.15
TIMBERLINE SPORTS, INC	\$379.04	GUARDIAN PEST CONTROL	\$85.51
VERIZON WIRELESS	\$175.05	HEGGIES PIZZA LLC	\$79.50
WIDSETH SMITH NOLTING & ASSOC	\$1,200.00	HENRY'S	\$1,698.77
<b>Fund 101 GENERAL FUND</b>	\$14,678.64	JIM HIRT TRUCKING	\$63.50
<b>Fund 209 PINE TREE PARK FUND</b>		JOHNSON BROTHERS LIQUOR CO.	\$9,187.41
BELTRAMI COUNTY SOLID WASTE	\$142.25	MIKINNON CO., INC	\$11,150.40
BELTRAMI ELECTRIC COOP	\$104.49	Miller, McDonald	\$6,050.25
<b>Fund 209 PINE TREE PARK FUND</b>	\$246.74	MN LICENSED BEVERAGE ASSOC	\$360.00
<b>Fund 309 2009A GO Refunding Bonds</b>		MOTION TECHNOLOGY, INC	\$194.73
EHLERS AND ASSOCIATES	\$1,688.13	NEI BOTTLING INC	\$333.30
<b>Fund 309 2009A GO Refunding Bon</b>	\$1,688.13	NORTHWOODS ICE, INC	\$803.40
<b>Fund 376 TAX INCREMENT FINANCING</b>		OLD DUTCH	\$90.72
EHLERS AND ASSOCIATES	\$750.00	PAUL BUNYAN COMMUNICATIONS	\$265.72
<b>Fund 376 TAX INCREMENT FINANCI</b>	\$750.00	Phillips Wine and Spirits	\$6,047.87
<b>Fund 601 WATER FUND</b>		QUILL CORPORATION	\$158.62
BELTRAMI COUNTY-AUDITOR/TREAS.	\$210.00	Southern Glazer's of MN	\$2,853.36
BELTRAMI ELECTRIC COOP	\$1,415.20	TODAVICH ELECTRIC, INC	\$740.20
FORUM COMMUNICATIONS CO	\$26.25	US FOODS	\$949.30
Gopher State One Call	\$21.60	VINOCOPIA INC	\$1,253.43
Miller, McDonald	\$3,500.00	WASTE MANAGEMENT OF WI-MN	\$234.95
MN DEPT OF HEALTH	\$687.00	WAYNE WARD	\$90.00
WIDSETH SMITH NOLTING & ASSOC	\$2,420.00	WINE MERCHANTS	\$208.18
<b>Fund 601 WATER FUND</b>	\$8,280.05	<b>Fund 609 MUNICIPAL LIQUOR FUN</b>	\$75,054.19
<b>Fund 602 SEWER FUND</b>		<b>Fund 613 GOLF COURSE</b>	
		AMERIPRIDE LINEN & APPAREL	\$117.32

Check Name	Amount
ARVIG	\$221.40
BELTRAMI COUNTY SOLID WASTE	\$53.35
BELTRAMI COUNTY-AUDITOR/TREAS.	\$210.00
BELTRAMI ELECTRIC COOP	\$220.90
Bernick Companies	\$260.80
BLACKDUCK FAMILY FOODS	\$18.73
DICK DISTRIBUTING	\$248.80
HENRYS	\$330.28
MIKINNON CO., INC	\$117.30
MN GOLF ASSOCIATION	\$565.00
NEI BOTTLING INC	\$466.50
PAUL BUNYAN COMMUNICATIONS	\$177.77
QUILL CORPORATION	\$28.66
SANFORD OCCUPATIONAL MEDICINE	\$384.00
TIMBERLINE SPORTS, INC	\$260.49
<b>Fund 613 GOLF COURSE</b>	<u>\$3,681.30</u>
	<u>\$109,141.53</u>

# Month End Remittance Report for April 2020

STATE OF MINNESOTA

Check Number: 888888 Printed: 5/1/2020 Account: Wells Fargo Bank Bemidji Checking (Swept)

## Beltrami County

### County Revenue

Line	GL Account	Statute	Inter-Agency Nbr	Vendor Nbr	Amount
1a	Law Library-Civil	M.S. 134A.10 S1		000019597500 1	450.00
1b	Law Library - Criminal	M.S. 134A.10 S3		000019597500 1	1,756.00
2	Sheriff's Contingency Fund	M.S 387.213		000019597500 1	387.50
4	Child Support Motion Fee	M.S. 357.021 S1a(d)		000019597500 1	20.00
9	Prosecution Costs	M.S. 631.48; 609.49		000019597500 1	675.00
10	DWI Assessment/County	M.S. 169A.285		000019597500 1	940.69

**County Revenue Total** **\$4,229.19**

### Municipalities

GL Account	Statute	Inter-Agency Nbr	Vendor Nbr	Amount
DWI Assessment/Bemidji			000019294100 1	63.68
Bemidji 100%			000019294100 1	345.06
Bemidji 2/3			000019294100 1	3,676.69
Bemidji 1st Late Penalty			000019294100 1	97.43
Bemidji 2nd Late Penalty			000019294100 1	395.66
<b>Sub-Total</b>				<b>\$4,578.52</b>

GL Account	Statute	Inter-Agency Nbr	Vendor Nbr	Amount
Blackduck 1st Late Penalty			000020137600 1	3.33
Blackduck 2nd Late Penalty			000020137600 1	16.66
<b>Sub-Total</b>				<b>\$19.99</b>

**Municipalities Total** **\$4,598.51**

### County Specific

Line	GL Account	Statute	Inter-Agency Nbr	Vendor Nbr	Amount
1	Beltrami County DARE Advisory Board			000019294100 1	374.86
3	Bemidji Prosecution Costs			000019294100 1	50.05
6	Northwood Coalition Battered Women's Shelter			000020502400 1	16.99
58	Beltrami County Victim Services			000019597500 1	4.37
59	Support Within Reach			000020327600 1	36.26

**County Specific Total** **\$482.53**

# Requesting Final Council Approval for the Following

Requesting Final Approval of Part-time Seasonal Employees:

<b>Name:</b>	<b>Position:</b>	<b>Date of Hire:</b>	<b>Wage:</b>
<b>Dan Hangaard</b>	Seasonal Maintenance & greens keeper	5/18/2020	\$12.00
<b>Natasha Stadstad</b>	Lead Bartender	5/19/2020	\$12.00
<b>Stacy Chesney</b>	Off Sale Clerk	5/27/2020	\$10.00
<b>Dixon Patch</b>	Golf Course Greens Keeper	6/8/2020	\$10.00
<b>Patrick Davidson</b>	Off Sale Clerk	6/8/2020	\$10.000



A GREAT PLACE FOR FAMILIES

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

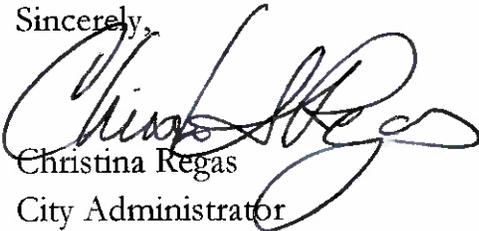
June 9, 2020

Kipp Lee Newman  
56 3<sup>rd</sup> Street Ne  
Blackduck, MN 56630

Dear Kipp,

As of June 9, 2020, the Promissory Note for Owner Occupied Residential Housing Rehabilitation with the City of Blackduck is satisfied in full. I have enclosed the original promissory note marked 'PAID' for your records. Also, included is the satisfaction of mortgage document. You will want to file this document with Beltrami County to remove the City's lien from the title to the real estate. Also, your insurance agent will be notified to remove the City as a lienholder on the property policy. We are glad to be able to assist in your housing rehabilitation financing needs.

Sincerely,



Christina Regas  
City Administrator

CC: Bi-County Cap, Blackduck City Council

[www.blackduckmn.com](http://www.blackduckmn.com)

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

**"The City Of Blackduck Is An Equal Opportunity Provider"**

Page 110 of 150



**FILE COPY**

**PAID JUN 08 2020**

**PROMISSORY NOTE**

DATE: 6-9-10

BORROWER: Kipp Lee Newman

LENDER: City of Blackduck

PRINCIPAL: \$24,600.00

SENIOR LIEN HOLDERS: Well's Fargo Bank \$51,920.000

PROPERTY: Lot Three (3), Block Twenty (20), Blackduck

\*\*\*\*\*

**THIS AGREEMENT**, made and entered into on June 9, 2010, by and between Kipp Lee Newman, a single person (hereinafter referred to as "Borrower"), and the City of Blackduck, having its principal office at Summit Avenue, Blackduck, Minnesota (hereinafter referred to as "Lender").

**WHEREAS**, on 6-9-10 the Lender agreed to grant to the Borrower a rehabilitation Deferred Payment Loan (hereinafter referred to as "Deferred Loan", relating to the real estate above described, in the amount of Twenty Four Thousand Six Hundred and no/100 dollars (\$ 24,600.00 ), but only on condition that Borrower executes this Agreement.

NOW THEREFORE, in consideration of the said Deferred Loan, the parties do hereby agree as follows:



FILE COPY

1. **BORROWER'S PROMISE TO PAY**

- A. **Purposes.** This Note implements requirements applicable to assistance furnished by Lender to Borrower under a program to help eligible families rehabilitate their home which is being carried out by Lender. The Lender has assisted the Borrower with respect to rehabilitation of the Property for use as the Borrower's principal residence. The Lender or any authorized party who takes this Note by assignment and is entitled to receive amounts due under this Note is called the "Note Holder". Unless the context otherwise requires, all Borrowers shall be collectively referred to as the Borrower or "I".
- B. **Repayment Obligation.** In return for the assistance I have received with respect to rehabilitation of the Property, I promise to pay the Principal to the order of Lender. Payment of Principal under this Note will be initially deferred and then forgiven over time as stated in Paragraph 1.C. Principal may be prepaid as stated in paragraph 4. The amount of Principal that remains outstanding shall be due and payable on the Closing Date of a voluntary sale of the Property, as stated herein, or in the event of a Default, as stated in paragraph 5.
- C. **Deferral and Forgiveness of Principal.** If payment is not yet due under Paragraphs 3 and 5:
- i. Borrower covenants and agrees with the Lender that if the real estate hereinafter described is sold, transferred or otherwise conveyed, voluntarily or involuntarily, either while the Borrower is living or by reason of the death of the Borrower;
- (a) Within a period of up to the first six years (72 months) after the date of the Deferred Loan, Borrower shall repay to the Lender a sum equal to one hundred percent (100%) of the loan as set forth above;
- (b) Between the commencement of the seventh (7th) year and through the end of the tenth (10th) year after the date of the Deferred Loan, Borrower shall repay to the Lender a sum equal to  $1/48^{\text{th}}$  of the principal each month;
- (c) Upon the commencement of the tenth (10th) year after the date of the Deferred Loan, or at any time thereafter, Borrower shall have no obligation to repay the Loan or any portion thereof.

2. **INTEREST** No interest will be charged on this Note unless and until a Default has been declared by the Note Holder under Paragraph 5. I agree to pay interest at the rate per annum charged from time to time on judgments in the State of Minnesota, but not to exceed ten percent (10%) per annum on the then-outstanding Principal balance of this Note from the date of any Notice of Default until paid.
3. **PAYMENT DUE ON VOLUNTARY SALE**
- A. **Voluntary Sale: Note.** Except as otherwise provided in this paragraph, a "voluntary sale" of the Property for purposes of this Note is any sale or transfer of the Property, or any interest therein, other than by foreclosure, levy, or court order. I also authorize the Note Holder to determine, in its sole discretion, whether or on what conditions a transfer of the property, or an interest in the Property, upon the death of a Borrower, or upon the divorce, legal separation, or legal incapacity of a Borrower, constitutes an event requiring repayment of this Note. I further authorize the Note Holder to determine, in its sole discretion, whether a transfer of a portion of the Property, or a partial interest therein, for any other reason has an effect on the value of the Note Holder's interest substantial enough to be considered a transfer for purposes of this Paragraph or paragraph 5. I will mail via certified mail, return receipt requested, or deliver notice of the proposed sale and a copy of the sales contract to the Note Holder at least thirty (30) calendar days before the proposed Closing Date, at its office in Cass Lake, Minnesota.
- B. **First Ten (10) Years.** In the event of a voluntary sale within the first ten (10) years after the date of this Note, I will repay the Principal as described above to the Note Holder in U. S. Dollars on the Closing Date of the voluntary sale at the address above.
- C. **After First Ten (10) Years.** In the event of a voluntary sale following the expiration of the first ten (10) years after the date of this Note, I will have no obligation to repay the Deferred Loan or any portion thereof.
4. **BORROWER'S RIGHT TO REPAY** This Note may be repaid, in whole or in part, at any time without penalty.
5. **DEFAULT**
- A. **Events of Default.** Any of the following events shall constitute a Default under this Note, as of the date of the Notice of Default under Paragraph 5.B.

- i. Rental During First Ten (10) Years.** If the Borrower rents or leases (including an oral lease) the Property to any person or entity during the first ten (10) years after the date of this Note, the Borrower is in Default under this Note, except as follows: The borrower may rent limited space, such as a room or basement, to the extent permitted by laws of the jurisdiction, provided that the Borrower continues to occupy the Property as his or her Principal Residence.
- ii. Failure to Occupy Property as Principal Residence During the First Ten (10) Years.** If all Borrowers are continuously absent from the Property for a period of more than thirty (30) days, or move substantially all their personal possessions out of the Property, without the written consent of the Note Holder, the Borrower shall be deemed not to be occupying the Property as their Principal Residence and shall be in Default under this Note.
- iii. Any Transfer of the Property Other than a Voluntary Sale.** Voluntary sale is defined in Paragraph 3.A. Any transfer of the Property or any interest therein (including a beneficial interest) that is not a voluntary sale as defined in paragraph 3.A. is a Default under this Note.
- iv. Any Default under the Mortgage.** Any Default under the Mortgage securing this Note shall be a Default hereunder.
- v. Borrower's Fraud or Misrepresentation.** Any willful misstatement of, or failure to disclose, a material fact by a Borrower relating to his or her eligibility for assistance with respect to the Property under the Lender's rehabilitation program is a Default under this Paragraph. Recovery against the Borrower responsible for the fraud or misrepresentation may include personal judgment and execution thereon to the full extent authorized by law.
- B. Notice of Default and Amount Due.** If I am in Default, the Note Holder may send me a written notice stating the reason I am in Default and telling me to pay immediately; (i) the full amount of Principal or Alternate Principal, whichever is larger, then due on this Note, (ii) all of the interest that I owe and that will accrue until paid on the amount, and (iii) all of the Note Holder's costs, expenses, and reasonable attorney's fees.
- C. No Waiver by Note Holder.** Even if, at a time when I am in Default, the Note Holder does not require me to pay immediately in full under paragraph 5.B., the Note Holder will still have the right to do so if I am in Default for the same reason, or for another reason, at a later time.

FILE COPY

6. **GIVING OF NOTICES** Any notice that must be given to me under this Note may be given by delivering it or by mailing it by first class mail to me at the Property address above, or at a different address if I give the Note Holder a written notice of my different address.

A. Any notice that must be given to the Note Holder under this Note shall be given by mailing it by first class mail to the Note Holder at the address of its principal office in Cass Lake, Minnesota.

7. **OBLIGATIONS OF PERSONS UNDER THIS NOTE** If more than one person signs this Note, each person is fully obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to the same extent. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together.

8. **WAIVERS** I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor.

9. **SECURED NOTE** In addition to the protection given to the Note Holder under this Note, a Mortgage (the "Mortgage"), dated the same date as this Note, secures this Note. The indebtedness evidenced by this note is subordinate in all respects to the mortgage(s) of the Senior Lien Holder(s).

10. **GOVERNING LAW** This Note shall be governed by the laws of the State of Minnesota.

11. This agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, and assigns.

**IN TESTIMONY WHEREOF**, the parties have executed this agreement as of the day and year first written above.

  
Borrower Kipp Lee Newman

\_\_\_\_\_  
Borrower

PAID JUN 08 2020



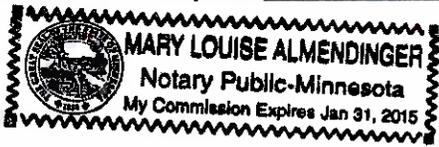
FILE COPY

STATE OF MINNESOTA COUNTY OF)
Beltrami )

On this 9th day of June, 2010, before me, a Notary Public within and for said County, Kipp Lee Newman, a single person personally appeared, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Mary Almendinger
Notary Public

My commission Expires 1-31-2015



STATE OF MINNESOTA COUNTY OF)
\_\_\_\_\_ )

On this \_\_\_ day of \_\_\_, 20\_\_\_, before me, a Notary Public within and for said County, \_\_\_ personally appeared, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as \_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public

My commission Expires \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:
Bi-County CAP, Inc.
PO Box 579
Bemidji, MN 56619

# SATISFACTION OF AGREEMENT

Date: June 9, 2020

THAT CERTAIN AGREEMENT owned by the undersigned, dated June 9, 2010, executed by Kipp Lee Newman, as Borrower, to Bi-County Cap on behalf of the City of Blackduck, as Grantor, and filed for record September 24, 2010, by document #A000506092 in the office of the County Recorder of Beltrami County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

CITY OF BLACKDUCK

By \_\_\_\_\_  
Christina Regas  
Its City Administrator

By \_\_\_\_\_  
Paige Moore  
Its Pro-tem Mayor

STATE OF MINNESOTA

ss.

COUNTY OF BELTRAMI

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Christina Regas, City Administrator, and Paige Moore, Pro-tem Mayor of the City of Blackduck, a municipal corporation, on behalf of that body.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:

Headwaters Regional Development Commission  
403 4<sup>th</sup> Street NW  
P.O. Box 906  
Bemidji, MN 56619-0906  
(218) 444-4732

BI-CAF

PAID JUN 08 2020

EXEMPT FROM MORTGAGE REGISTRATION TAX - BELTRAMI COUNTY, MN  
KAY L. MACK AUDITOR-TREASURER



FILE COPY

Paula R Coons

CHARLENE D. STUBBS  
COUNTY RECORDER

PAGES: 4

**Residential Mortgage**

**THIS INDENTURE**, made this 9th day of June, 2010 between Kipp Lee Newman, a single person, Mortgagor (whether one or more), and The City of Blackduck, a political subdivision under the laws of the State of Minnesota, Mortgagee,

**WITNESSETH**, that, pursuant to the provisions of that housing loan program commonly known as City of Blackduck Owner Occupied Rehab Program

the Mortgagor, in consideration of the sum of Twenty Four Thousand Eight Hundred Twenty-five and no/100 (\$ 24,825.00) DOLLARS, to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of Beltrami, and State of Minnesota, described as follows:

Lot Three (3), Block Twenty (20), Blackduck

together with all hereditaments and appurtenances belonging thereto (the Property).

**TO HAVE AND TO HOLD THE SAME**, to the mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances except as follows: Senior Liens in the original amount of: (If none, state "None")

Well's Fargo Bank \$ 51,920.00

that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

**PROVIDED, NEVERTHELESS**, that if the Mortgagor shall pay to the Mortgagee the sum of Twenty Four Thousand Eight Hundred Twenty-five and no/100 (\$ 24,825.00) DOLLARS plus interest, according to the terms of a promissory note of even date herewith (the Note), and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes of the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

**AND THE MORTGAGOR** covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note, which Note requires, along with other requirements, that payment in full be made upon sale of the subject real property;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of Fair Market Value at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies;
4. to pay, when due, both principal and interest of all prior liens or encumbrances;



FILE COPY

- 5. to commit or permit no waste on the Property and to keep it in good repair;
- 6. to complete forthwith any improvements which may hereafter be under course of construction on the Property; and
- 7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

- 1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale.
- 3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: 218 Summit Avenue, Blackduck, MN 56630, or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

**THE MORTGAGEE MAY ASSIGN THIS MORTGAGE WITHOUT THE CONSENT OF THE MORTGAGOR. THE MORTGAGOR, HOWEVER, MAY NOT ASSIGN OR OTHERWISE TRANSFER THIS MORTGAGE OR THEIR RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE MORTGAGEE.**

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

  
Kipp Lee Newman

REMAINDERMEN

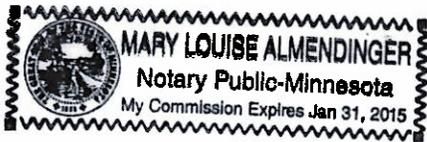
\_\_\_\_\_  
\_\_\_\_\_

PAID JUN 08 2020

FILE COPY

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Beltrami )

The foregoing instrument was acknowledged before me this 9th day of June, 2010, by Kipp Lee Newman, a single person



Mary Almendinger  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Bi-County Community Action Programs, Inc.  
(Serving Beltrami and Cass Counties)  
P O Box 579  
Bemidji MN 56619

This instrument is exempt from registration tax under Minnesota Statutes.

**FAILURE TO RECORD OR FILE THIS MORTGAGE MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.**

P A I D JUN 0 8 2020

MRT1

MINNESOTA REVENUE

Mortgage Registry Tax



FILE COPY

Form MRT1 may be used to document your claim for an exemption from mortgage taxes. The mortgage registry tax rate is .0023 of the amount of the debt being secured (.0024 for Hennepin and Ramsey counties).

Mortgage registry tax

Table with 4 columns: Name of borrower, Address, City, State, Zip code, Amount secured by mortgage, Taxable amount, Name of lender, Mortgage tax due, Address, City, State, Zip code, Reason code (see below). Rows include Kipp Lee Newman, City of Blackduck Owner Occupied Rehab Program.

Mortgagor or authorized agent, sign below.

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Sign here

Signature table with columns: Signature of mortgagor or authorized agent, Title, Date, Daytime phone. Includes signature of Terry M. Henson, Housing Inspector, 06-09-2010, 218-333-9839.

If you have questions, call 651-556-4721. TTY: Call 711 for Minnesota Relay. Fax: 651-297-1939.

Reason codes

- 1 Notwithstanding anything to the contrary herein, enforcement of this mortgage in Minnesota is limited to a debt amount of \$ \_\_\_\_\_ under Chapter 287 of Minnesota Statutes.
2 Decree of marriage dissolution or an instrument made pursuant to it.
3 Mortgage given to correct a misdescription of the mortgaged property.
4 Mortgage or other instrument that adds additional security for the same debt for which mortgage registry tax has been paid.
5 Mortgage executed as part of a plan of reorganization under a Chapter 11 or Chapter 12 bankruptcy case.
6 Mortgage secured by real property subject to the minerals production tax (M. S. 298.24 to 298.28).
7 Mortgage loan made under a low and moderate income or other affordable housing program if the mortgagee is a federal, state, or local government agency (Revenue Notice # 01-05).
8 A mortgage granted by a Fraternal Benefit Society (borrower) (M. S. 64B).
9 Mortgage amendment or extension, as defined in M. S. 287.01.
10 Reverse Mortgage/Home Equity Conversion Mortgage --- tax is due on the expected total disbursements less interest, mortgage insurance premiums, and lender service fees. M. S. 287.05, subd. 6.
11 Agricultural mortgage whose proceeds are being used to acquire or improve real property that is or will be used for the production of agricultural products.
12 Mortgage encumbering real property located within the boundaries of a federally recognized American Indian tribe if the mortgagor (i.e., borrower) is (1) the tribe or a member of the tribe; or (2) purchasing the property from the tribe or a member of the tribe and the mortgage is a purchase-money mortgage.
13 Federal government and agencies: A. Mortgages exempt if one of these entities is acting as either mortgagor (borrower) or mortgagee (lender):
- Commodity Credit Corporation
- Farm Credit Banks
- Agribank (i.e., Farm Credit Bank of St. Paul)
- AgAmerica Farm Credit Bank
- Farm Housing Assistance
- USDA Rural Housing Service mortgages that secure a Section 502, 504, 514, 516 or Rural Rental Housing Preservation Direct Loan.
- Farm Service Agency
- Federal Financing Bank
- Federal Home Loan Mortgage Corporation ("Freddie Mac")
- Federal National Mortgage Association ("Fannie Mae")
- Government National Mortgage Association ("Ginnie Mae")
- National Consumer Cooperative Bank
- Small Business Administration
- Federal Land Bank Associations
- Ag Star Financial Services, FLCA
- Ag County Farm Credit Services, FLCA
- Farm Credit Services of Grand Forks, FLCA
- Farm Credit Services of Minnesota Valley, FLCA
B. Mortgages exempt if one of these entities is acting as mortgagor (borrower):
- Federal Credit Unions
- Federal Deposit Insurance Corporations
- Federal Reserve Banks
- Resolution Trust Corporations
- U.S. Department of Housing and Urban Development
- U.S. Postal Service
- U.S. Rural Telephone Bank
- U.S. Rural Utilities Service (RUS)
- U.S. Dept. of Veterans Affairs
14 If the above codes do not apply, use Code 13 and explain below.



A GREAT PLACE FOR FAMILIES

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

June 9, 2020

Kipp Lee Newman  
56 3<sup>rd</sup> Street NE  
Blackduck, MN 56630

Dear Kipp,

As of June 9, 2020, the Lead Hazard Control Grant Repayment Agreement with the City of Blackduck is satisfied in full. I have enclosed the original agreement marked 'PAID' for your records. Also, included is the satisfaction of agreement document. You will want to file this document with Beltrami County to remove the City's lien from the title to the real estate. Also, your insurance agent will be notified to remove the City as a lienholder on the property policy. We are glad to be able to assist in your housing rehabilitation financing needs.

Sincerely,



Christina Regas  
City Administrator

CC: Bi-County Cap, Blackduck City Council

[www.blackduckmn.com](http://www.blackduckmn.com)

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

*"The City Of Blackduck Is An Equal Opportunity Provider"*

# SATISFACTION OF MORTGAGE

Date: June 9, 2020

THAT CERTAIN MORTGAGE owned by the undersigned, dated June 9, 2010, executed by Kipp Lee Newman, as Mortgagor, to the City of Blackduck, as Mortgagee, and filed for record October 13, 2010, by document no A000506651, in the office of the County Recorder of Beltrami County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

CITY OF BLACKDUCK

By \_\_\_\_\_  
Christina Regas  
Its City Administrator

By \_\_\_\_\_  
Paige Moore  
Its Pro-tem Mayor

STATE OF MINNESOTA

ss.

COUNTY OF BELTRAMI

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Christina Regas, City Administrator, and Paige Moore, Pro-tem Mayor of the City of Blackduck, a municipal corporation, on behalf of that body.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:

Headwaters Regional Development Commission  
403 4<sup>th</sup> Street NW  
P.O. Box 906  
Bemidji, MN 56619-0906  
(218) 444-4732

Bi-CAP

*Copy*

PAID JUN 08 2020

OFFICE OF COUNTY RECORDER  
COUNTY OF BELTRAMI, MINNESOTA  
**FILE COPY**

THIS IS TO CERTIFY  
THAT THIS INSTRUMENT  
WAS FILED IN THIS  
OFFICE ON 09/24/2010 AT  
01:11:06PM BY DOCUMENT NUMBER

BELTRAMI COUNTY RECEIPT # 9-24-10 AMOUNT \$ Exempt

KAY L. MACK AUDITOR-TREASURER *JM*  
AUDITOR-TREASURER

*Paula R Coons* DEPUTY  
0000506092

CHARLENE D. STURK  
COUNTY RECORDER

PAGES: 4

**LEAD HAZARD CONTROL GRANT  
REPAYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of June, 2010 by and between Kipp Lee Newman (hereinafter referred to as "Borrower"), and Bi-County CAP having it's principal office at 2529 15<sup>th</sup> Street NW, Bemidji, Minnesota (hereinafter referred to as "Grantor"); and where applicable, the contract for deed vendor(s), remaindermen, or separated spouses or others not in possession joining in this Agreement at the place provided below:

WHEREAS, on June 9, 2010, the Grantor agreed to grant to Borrower a rehabilitation Deferred Payment Loan (hereinafter referred to as "Deferred Loan," relating to the real estate hereinafter described, in the amount of Five Thousand and no/100 dollars (\$5,000.00), but only on condition that Borrower executes this Agreement.

NOW THEREFORE, in consideration of the said Deferred Loan, the parties do hereby agree as follows:

1. Borrower covenants and agrees with the Grantor that if the real estate hereinafter described is sold, transferred or otherwise conveyed, voluntarily or involuntarily, either while the Owner is living or by reason of the death of the Owner:
  - (a) within a period of up to two (2) years after the date of the Loan, Borrower shall repay to the Grantor a sum equal to the full amount of the Deferred Loan as set forth above;
  - (b) between the 2<sup>nd</sup> and 4<sup>th</sup> year after the date of the loan Borrower shall repay to the Grantor a sum equal to seventy-five percent (75%) of the amount of the loan;
  - (c) between the 4<sup>th</sup> and 6<sup>th</sup> year after the date of the loan Borrower shall repay to the Grantor a sum equal to fifty percent (50%) of the amount of the loan;
  - (d) between the 6<sup>th</sup> and 7<sup>th</sup> year after the date of the loan Borrower shall repay to the Grantor a sum equal to twenty-five percent (25%) of the amount of the loan;
  - (e) after the 7<sup>th</sup> year after the date of the Loan, or at any time thereafter, Borrower shall have no obligation to repay the Loan or any portion thereof.

Any such repayment shall be made to the Grantor no later than the 30th day following such sale, transfer or other conveyance, or on such later date or dates as Grantor, in its sole discretion, may designate.

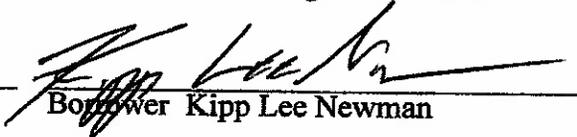
2. As security for Borrower's obligation of repayment, and subject to the terms and conditions of this Agreement, Borrower hereby grants and Grantor shall and hereby does have, a lien on the real estate hereinafter described as the full amount necessary to satisfy said repayment obligation and the cost including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is situated in Cass County, Minnesota, and is legally described as:

Lot Three (3), Block Twenty (20), Blackduck

- 3. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract or deed at least ten (10) days prior to such date of sale), Borrower or his/her heirs, executors, or representatives, shall give the Grantor notice thereof.
- 4. In the event Borrower or his/her heirs, executors or representatives shall fail or refuse to make a required repayment within said limited period, the Grantor may, with or without notice of Borrower, foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, as by statute provided.
- 5. Said lien shall terminate and shall be of no further force or effect in the event the Grantor has not, on or before June 9<sup>th</sup>, 2017 commenced an action in the aforesaid manner to foreclose the same.
- 6. This Agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, and assigns.
- 7. If this Agreement is executed by a contract for deed vendor or a mortgagee of the property, as one of the Owners, such execution shall be deemed for the purpose of establishing and continuing the existence of the indebtedness described herein and the lien granted herein. However, in the event of default of the terms hereof, neither the Grantor nor its assigns shall take any action against such contract for deed vendor except such as may be necessary in order to subject to the satisfaction of said indebtedness the property described herein.

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Remaindermen (if applicable)

  
Borrower Kipp Lee Newman

Remaindermen (if applicable)

Borrower

Remaindermen (if applicable)

Contract Vendor (if applicable)

Remaindermen (if applicable)

Contract Vendor (if applicable)



FILE COPY

Remaindermen (if applicable)

Remaindermen (if applicable)

Remaindermen (if applicable)

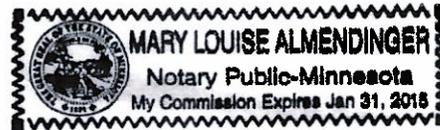
Remaindermen (if applicable)

STATE OF MINNESOTA  
(COUNTY OF BELTRAMI)

On this 9th day of June, 2010, before me, a Notary Public within and for said County, Kipp Lee Newman, a single person personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that he executed the same as his free act and deed.

Mary Almendinger  
Notary Public

My Commission Expires: 1-31-2015



STATE OF MINNESOTA  
(COUNTY OF BELTRAMI)

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public within and for said County, \_\_\_\_\_ personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that he executed the same as \_\_\_\_\_ free act and deed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA  
(COUNTY OF BELTRAMI)

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public within and for said County, \_\_\_\_\_ personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that he executed the same as \_\_\_\_\_ free act and deed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA  
(COUNTY OF BELTRAMI)

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public within and for said County, \_\_\_\_\_ personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that he executed the same as \_\_\_\_\_ free act and deed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Bi-County CAP, Inc.  
PO Box 579  
Bemidji, MN 56619

MINNESOTA REVENUE Mortgage Registry Tax



Form MRT1 may be used to document your claim for an exemption from mortgage taxes. The mortgage registry tax rate is .0023 of the amount of the debt being secured (.0024 for Hennepin and Ramsey counties).

Mortgage registry tax

Table with 3 columns: Name of borrower, Address, City, State, Zip code, Amount secured by mortgage, Taxable amount, Mortgage tax due, Reason code (see below).

Mortgagor or authorized agent, sign below.

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Sign here

Signature table with columns: Signature of mortgagor or authorized agent, Title, Date, Daytime phone.

If you have questions, call 651-556-4721. TTY: Call 711 for Minnesota Relay. Fax: 651-297-1939.

Reason codes

- 1 Notwithstanding anything to the contrary herein, enforcement of this mortgage in Minnesota is limited to a debt amount of \$ \_\_\_\_\_ under Chapter 287 of Minnesota Statutes.
2 Decree of marriage dissolution or an instrument made pursuant to it.
3 Mortgage given to correct a misdescription of the mortgaged property.
4 Mortgage or other instrument that adds additional security for the same debt for which mortgage registry tax has been paid.
5 Mortgage executed as part of a plan of reorganization under a Chapter 11 or Chapter 12 bankruptcy case.
6 Mortgage secured by real property subject to the minerals production tax.
7 Mortgage loan made under a low and moderate income or other affordable housing program if the mortgagee is a federal, state, or local government agency.
8 A mortgage granted by a Fraternal Benefit Society (borrower).
9 Mortgage amendment or extension, as defined in M. S. 287.01.
10 Reverse Mortgage/Home Equity Conversion Mortgage.
11 Agricultural mortgage whose proceeds are being used to acquire or improve real property that is or will be used for the production of agricultural products.
12 Mortgage encumbering real property located within the boundaries of a federally recognized American Indian tribe.
13 Federal government and agencies: A. Mortgages exempt if one of these entities is acting as either mortgagor (borrower) or mortgagee (lender):
14 If the above codes do not apply, use Code 13 and explain below.

**PROPOSAL**  
**Northern Paving Inc.**  
 49361 US 71  
 Bemidji, MN 56601  
 (218) 333-8888



**JOB NAME:** Blackduck Alley Paving  
**LOCATION:** Blackduck, MN  
**BID DATE:** 5/28/2020

Item No.	Description	Estimated		Bid	
		Unit	Quantity	Unit Price	Bid Price
1	Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00
2	Grading and Class 5 If Needed	SY	800	\$ 9.25	\$ 7,400.00
3	3" Hotmix Pavement	Ton	132	\$ 120.00	\$ 15,840.00
<b>Proposal Total:</b>					<b>\$ 24,740.00</b>

**SF PRICE FOR SIMILAR WORK: \$3.40**

- Conditions:**
- 1 This proposal to be incorporated into any contract agreement between Northern Paving Inc. and the Owner or General Contractor
  - 2 Payment to be received within 30 days of receipt of invoice. Payment after 30 days will be subject to a 15% interest charge
  - 3 All items are tied unless noted otherwise
  - 4 Based on attached drawings.
  - 5 Mobilization is "all inclusive" for items and quantities listed above. If additional work is requested additional mobilization costs may be added

- Exclusions:**
- 1 Permits, fees, any applicable taxes testing, design, traffic control, staking
  - 2 Removal of subsurface debris, stumps, limbs, hazardous waste, excavation
  - 3 Spreading/ Finishing Topsoil
  - 4 Striping

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

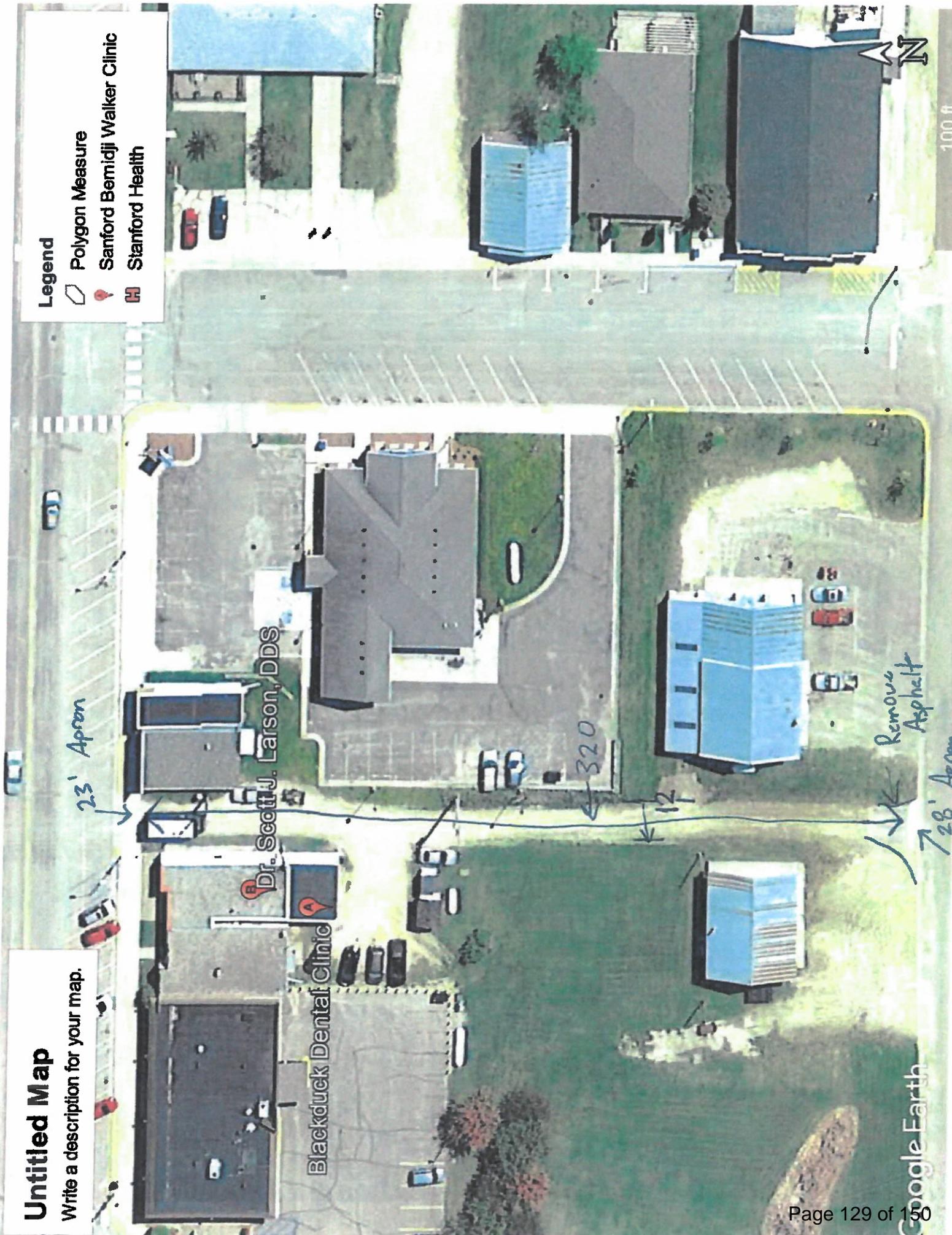
Company: \_\_\_\_\_

# Untitled Map

Write a description for your map.

## Legend

-  Polygon Measure
-  Sanford Bemidji Walker Clinic
-  Stanford Health



# Untitled Map

Write a description for your map.

✓ Pavement Valley Gutter

20'

250'

13'

20'

Sanford

## Legend

 Polygon Measure

 Sanford Bemidji Walker Clinic

 Stanford Health



**BEMIDJI BITUMINOUS, INC.**  
430 LOMOND DR. NW  
BAGLEY, MINNESOTA 56621

Office (218) 751-7283 Cell (218) 766-7137  
Fax (218) 333-0944

# PROPOSAL

TO City of Blackduck

PHONE

DATE

6-2-20

JOB NAME / LOCATION

Mike Schwanke

218-350-0961

JOB NUMBER

JOB PHONE

Michael Schwanke @ Blackduck.mn.us

We hereby submit specifications and estimates for:

Alley by City Garage  
Shape and Compact  
existing Class 5

Pave a 3" Asphalt Matt  
12' Wide 470 Sq yds  
\$10,040.00

Sanford Clinic Alley  
Shape and Compact  
existing Class 5

Pave a 3" Asphalt Matt  
14' Wide  
\$8900.00

In the event of overdue payment for services or materials, the customer hereby agrees to pay all costs occurred in collecting the account, including reasonable attorney fees. Also notice is hereby given that a mechanics lien will be filed on involved property.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of  
dollars \$18,940.00

Payment to be made as follows:

Payment In Full upon Completion

- Please sign & return white copy upon acceptance.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry the tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

*Todd M. Rude*

Note: This proposal may be withdrawn by us if not accepted within

10 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance



# The Pond Catering Agreement City of Blackduck – Adopted June 8, 2020

## General Agreement

The Catering Agreement (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_ by and between “The Pond” at 224 Frontage Road, Blackduck, and Mn 56630; hereinafter referred to as the “Caterer” and \_\_\_\_\_; hereafter referred to as the “Client”.

Whereas the Client will have an event / function described as follows:

Type of Event / Function: \_\_\_\_\_

Event Date: \_\_\_\_\_

Event Address: \_\_\_\_\_

Event Time: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

## Background

- A. The Client is of the opinion that the Caterer has the necessary qualification, experience, and abilities to provide services to the Client.
- B. The Caterer is agreeable to providing such services to the Client on the terms and conditions set forth in this Agreement.

**In Consideration of** the matters described above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Caterer (individually the “Party” and collectively the “Parties” to the Agreement) agree as follows:

### **1. Services**

As outlined below under Food / Service Requested by Client and detailed in the final Catering Invoice attached to this agreement.

### **2. Payment & Deposit**

For the above services, Client agrees to pay Caterer the total amount due in the final Catering Invoice. Unless waived by the Caterer, Fifty percent (50%) of the total final Catering Invoice amount is due and demandable at the time of booking or signing of this agreement. Such deposit will confirm and guarantee the event date and will be deducted from the total final payment, unless other prior arrangements have been made.



# The Pond Catering Agreement

## City of Blackduck – Adopted June 8, 2020

### **3. Final Payment**

Unless other arrangements have been made or Caterer has agreed to payment terms proposed by client, final payment will be due an demandable 5 days prior to the event date but no later than upon delivery of the contracted goods and/ or services. Final balances not received upon delivery are subject to a late fee of \$75.00 per day in addition to the final balance.

### **4. Menu**

The Client will provide own menu or choose from Caterer’s Catering Menu. Menu must be confirmed seven (7) days prior to the event date or Client may be subject to additional charges, especially of supplies have already been purchased.

### **5. Cost**

Due to fluctuating cost of food items, menu prices are subject to change with fourteen (14) days of the event. If a drastic change in the menu cost occurs, the Client has two (2) options:

- a. Client will pay the additional cost based on the current adjusted price, or
- b. Client can substitute other menu item(s) to maintain the agreed upon per person price.

### **6. Payment method**

All payments may be made in the forms of cash, credit card or checks. All prices quoted are based upon cash payments. If the method of payment is made by credit card, Caterer passes along transaction fees to the Client and reserves the right to increase the price of the total contracted charges by 3%. All checks may be made payable to “The Pond”. Check payments are due seven (7) days prior to the event.

### **7. Guest Count**

Seven (7) business days prior to the event, the caterer will need to have the final number of guests to be served. This final number will be used to purchase fresh ingredients for our kitchen production, order equipment and appropriately staff for the event. After this date, the final guest count can only increase but not decrease. Any and all increases in guest count will be subject to additional costs. The Client will only be charged for guaranteed number of guests served. If there are more guests attending event than guaranteed guest count, the Caterer reserves the right to charge Client accordingly.

### **8. Food Quantity**

The Caterer will prepare between 5% and 10% overage based upon the final guest count provided by the Client. Part of this overage is to include for the staff / or service providers. The Client will not be charged for this.



## The Pond Catering Agreement City of Blackduck – Adopted June 8, 2020

### **9. Leftovers**

The Caterer, at the request of the Client may package up all leftovers that are not able to be reused by the caterer.

### **10. Time**

The Client will be charged for additional staff hours for any time extension beyond the agreed upon time.

### **11. Change of Event Time, Date, or Venue**

The Caterer will apply the entire balance of your deposits and prepayments (less \$100.00) towards another event / venue / time, subject to availability. All costs are subject to change.

### **12. Cancellation by Client / Venue / Acts of God**

All repayments and deposits will be returned in full (less \$100.00) if event is cancelled by the Client, Venue, or act of God up to 8 days prior to the event date. All repayments and deposits will be returned (less 50% of the Catering Invoice amount) if the event is cancelled within 7 days of the event by the Client, Venue or by act of God. Any additional costs incurred by Caterer in the preparation of the event will also be charged to the Client.

### **13. Cancellation by Caterer**

The Caterer reserves the right to terminate this contract for any reason. If the Caterer terminates this contract any time up to 7 days prior to the event date, all deposits and prepayments will be returned in full within \_\_\_\_ days. If the Caterer terminates this contract within 7 days of the event, all deposits and repayments will be returned in full within \_\_\_\_ days as well as an additional \$100.00 penalty.

### **14. Damage**

The Caterer assumes no responsibility for any damage or loss of any merchandise, equipment, furniture, clothing or other valuables prior to, during, or after the event parties.

### **15. Caterer Liability**

Client absolves Caterer from any third party claims, except for actions caused by Caterer and / or negligent conduct of its employees.

### **16. Third Party Liability**

Caterer assumes no responsibility for the conduct of guests, member and /or third parties hired to provide services.



## The Pond Catering Agreement City of Blackduck – Adopted June 8, 2020

### **17. Assignability**

The Caterer will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **18. Insurance**

Caterer maintains general liability and automobile insurance at appropriate limits. The Client must provide proof of insurance from a liability carrier (*in the form of a declaration sheet*) either at the point deposit payment or 20 days prior to the event (*whichever comes first*).

### **19. Unlawful Activities**

The Client will comply with all the laws of the United States of America and the State of Minnesota, all municipal ordinances and all lawful orders of the police and fire departments, and will not do anything on the premises in violation of any law ordinances, rules or orders. If unlawful activities are occurring on the premises and the event is cancelled, there will be no refund of any kind from the Caterer to the Client.

### **20. Modification of Agreement**

Any amendment or change in arrangements or modification of this Agreement or any additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

### **21. Capacity / Independent Contractor**

It is expressly agreed that the Caterer is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Caterer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **22. Indemnification**

The Caterer will indemnify and hold the Client harmless from any claims against the Client by any other party, arising directly or indirectly out of the provision of the Services by the Caterer.

### **23. Governing Law**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with the governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota without regard to the jurisdiction in which any action or special proceedings may be instituted.



The Pond Catering Agreement  
City of Blackduck – Adopted June 8, 2020



# The Pond Catering Agreement

## City of Blackduck – Adopted June 8, 2020

### 24. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### 25. Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver or any subsequent breach of the same or other provisions.

### 24. Arbitration

Should either Party fail to provide or breach this Agreement in any way, the offending Party will be liable for any damages. Both Parties agree to seek a third- party mediator or arbitrator for any disputes that arise as a result of this Agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

("The Pond" Representative)

Clients Acceptance Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



## The Pond – Food / Service Requested by Client City of Blackduck – Adopted June 8, 2020

### **Caterer to provide the following food / menu:**

*See final Catering Invoice for specific Menu details and Pricing Information*

**The event will end at \_\_\_\_\_ Caterer cutoff \_\_\_\_\_**

*(Please specify Caterer "Cutoff time – i.e. when would you like the Caterer to stop food service and begin the breakdown and removal process before Caterer leaves event.)*

**Unless otherwise noted by Client, Caterer will start removal of bar service at 12:45am per state guideline.**

**Caterer will be contracted for service of \_\_\_\_\_ hours.**

If the Caterer is requested to stay for duration of the event for clean-up and equipment removal, Client agrees to the cut off time specified above. If Caterer is asked to stay beyond contracted service, Client agrees to additional charges for any expenses acquired due to any time overages agreed upon. Time Overage fees of an additional \$100.00 per half hour will be due prior to the Caterer leaving event.

Event food prices (excluding "Drop and Drop Set Catering Charges) are based on a "Per Person" – plate, entrée and / or appetizer price is established by the Caterer's Catering Menu which is provided to the Client when selecting the food service(s) for the event.

Per person pricing can be defined as including costs for Caterer's time working with Client in all aspects of preparation before event unless otherwise specified in writing for additional consulting services. This pricing also included Caterer's food costs, employee payroll for food preparations, restaurant utility services for food preparation, insurance coverage for onsite catering services and any other incurred with the preparation and food production for a contracted event.

Drop Catering Service prices are typically arranged based upon "Ala Carte" pricing, (See Catering Menu). Caterer will suggest amount of each item required to feed your identified number of guests. Client, upon Caterers suggestion, may add or decrease size and/ or quantity of pans needed to better accommodate their specifically desired needs prior to making confirmation deposit. After confirmation deposit is received, Client may increase but may not decrease quantity or size.



The Pond – Food / Service Requested by Client  
City of Blackduck – Adopted June 8, 2020

**Caterer to provide the following services:**

Please mark **Yes** or **No** on the lines preceding each category of services requested and have Client initial each line marked with a “Yes” response.

	<b>Yes / No</b>
_____ Drop Catering Services (Food Drop Off Only)	_____
_____ Drop Set Catering Services (Set Up Required)	_____
_____ Onsite Full Service Catering (Buffet or seated) – Staffing mandatory Staffing is required for “Onsite” full service catering. Staffing size requirements will be assessed by Caterer based on size of event. Staffing fees are \$40.00 per hour per staff member. Minimum staffing fee is \$100.00 (2 hr. minimum required)	_____
_____ Equipment pick up by Caterer same day	_____
_____ Bar Service	_____

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(“The Pond” Representative)

Clients Acceptance Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



# CITY OF BLACKDUCK RESOLUTION NO: 2020-18

## RESOLUTION ACCEPTING SIGNATURE CARD AUTHORIZATION TO NEW CITY MAYOR

**WHEREAS**, the Blackduck City Council has authorized the new Mayor, Paige Moore, access to the city's Deerwood Bank Accounts to make any and all mayoral changes.

**NOW THEREFORE BE IT RESOLVED** by the City Council of Blackduck, Minnesota as follow:

1. The council declares that Mayor Paige Moore as the new mayor of all banking accounts the city is affiliated with.
2. The council approves Mayor Paige Moore to be on the signature cards at Deerwood Bank effective June 8, 2020.
3. The council declares that Rudy Patch as the out-going mayor of all banking accounts the city is affiliated with.
4. The council declares that Rudy Patch be removed from the signature cards at Deerwood Bank effective June 8, 2020.

Adopted by the City Council of the City of Blackduck on June 8, 2020.

---

Paige Moore, Mayor

---

Christina Regas, City Administrator



# CITY OF BLACKDUCK RESOLUTION NO: 2020-19

## **RESOLUTION DECLARING A VACANCY FOR THE SEAT OF COUNCILOR DUE TO APPOINTMENT OF VICE MAYOR MOORE TO FILL THE SEAT OF MAYOR THROUGH DECEMBER 31, 2020; OR WHEN 2020 GENREAL ELECTION RESULTS HAVE BEEN FINALIZED**

**WHEREAS**, Paige Moore, the Mayor of Blackduck has accepted the appointment of Mayor and so forth vacating her council member seat, until her term expires December 31, 2020; and,

**WHEREAS**, the City of Blackduck seeks to appoint an individual to fill the existing term of the vacant council member seat through December 31, 2020; or when 2020 General Election results have been finalized;

**NOW THEREFORE BE IT RESOLVED**, by Minnesota Statute §412.02, subd. 2a requires the City Council of Blackduck, Minnesota appoint an individual to fill the vacancy until a special election is held at its next general election in 2020.

Adopted by the City Council of the City of Blackduck on June 8, 2020.

\_\_\_\_\_  
Paige Moore, Mayor

\_\_\_\_\_  
Christina Regas – City Administrator



# CITY OF BLACKDUCK RESOLUTION NO: 2020-01

## A RESOLUTION OF ANNUAL APPOINTMENTS AND DESIGNATIONS FOR 2020

**WHEREAS**, annually, at their first meeting in January, the Blackduck City Council handles annual designations and appointments; and

**WHEREAS**, included is the designation of the Official Newspaper, Official Depositories and Official Posting, and

**WHEREAS**, included is the designation of a Vice Mayor; and

**WHEREAS**, included are the appointments of City Councilors and staff to various boards and commissions.

**NOW, THEREFORE, BE IT RESOLVED**, that the Blackduck City Council does hereby make the annual designations (Exhibit A attached hereto) and appointments (Exhibit B attached hereto), effective immediately upon adoption.

Revised by the Blackduck City Council this 8<sup>th</sup> day of June 2020.

APPROVED:

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Paige Moore, Mayor

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Christina Regas, City Administrator



# CITY OF BLACKDUCK RESOLUTION NO: 2020-01

## **EXHIBIT A**

### **DESIGNATIONS**

OFFICIAL NEWSPAPER:	Blackduck American
OFFICIAL POSTING LOCATION:	Blackduck City Hall 8 Summit Avenue NE, Blackduck
OFFICIAL DEPOSITORY:	Deerwood Bank
CITY ATTORNEY:	Boyle Law Office, International Falls
CITY ATTORNEY:	Drahos, Kieson and Christopher, Bemidji





# CITY OF BLACKDUCK RESOLUTION NO: 2020-01

Joint Powers Emergency Services  
Board:

[REDACTED]

Safety Committee:

Mike Schwanke, Gabrielle Landowski, Andrew Jespersen, and  
Shawnda Lahr

Historical Preservation Committee:

Gene Kjellberg, Glennis Moon, Avonel Kjellberg, Shirley  
Gilmore, Mary Joy, Marilyn Page, Lavone Peterson, Ann  
Floura, Carol Hannigan, Marie Juelson

Blackduck Municipal Golf Board:

Kevin Erpelding, Laureen Schaser, Christina Regas,  
[REDACTED], Pam Exner, and Jim Andersen



CITY OF BLACKDUCK

PUBLIC FUNDS REQUEST FORM

PO BOX 380 BLACKDUCK, MN 56630

Organization or Group Requesting Public Funding:

Blackduck After Prom

What type of project will the Public Funds used for:

Prizes for After Prom students

Describe IN DETAIL the overall benefits this will provide to the City of Blackduck as a body and what public purpose will the project provide to the residents of the City of Blackduck:

After Prom is for students to play games and win prizes and to keep them safe, instead of going out and partying! After Prom is from 12:30 Am-5:00 Am

Outline specifically WHAT PORTION of the project these funds will be used for:

All of the donation is used for prizes for After Prom students

What other Organization has your group contacted for funding? Please list names of other organizations and the dollar amounts requested and or grants requested:

Bldk Fire Relief Assoc, Timberline, Bogart's, Bldk Coop, Tri Sigma, Northwoods Lumber, Juelson Plumbing, Kendrick plumbing, J & L Oil, Bldk Garden Club, Realt, Experts

Date Funds are being requested:

2-28-2020

Date the project starts and completes:

May 2 - May 3

See opposite side of form for Conditions for Requesting Public Funds

January 14, 2020

Dear Area Business Owners, Suppliers and Organizations:

**Nineteen years of safety-** the reason parents of juniors at Blackduck High School plan, host and organize the After-Prom party scheduled for May 2, 2020. Statistics indicate that alcohol-related peer pressure is strongest at prom time. A 2000 study by the National Highway Traffic Safety Administration shows the percent of traffic fatalities that were alcohol-related ranged between 58% and 70% (Source: Parent Wise, Spring 2003).

The community of Blackduck chooses not to be a part of these statistics. Thanks to generous donations from community members like you, this event has proven to be successful, fun, and safe for our teenagers. One hundred plus students typically attend the After-Prom party leaving in the morning with fabulous prizes and a lifetime of memories. The event has become a highlight for prom participants.

Our goal of \$6,000 provides entertainment, prizes, food and lots of giveaways for the students. Please consider being a generous After-Prom party contributor keeping Blackduck teens safe.

Please make checks payable to **Blackduck High School After-Prom**. Please send donations to:

Sandy Lien  
Blackduck High School After-Prom  
P.O.Box 550  
Blackduck, MN 56630

If you choose to donate prizes please call for prize(s) pick up:  
Sandy Lien: (218) 766-3733

We would appreciate a response by Thursday, April 1, 2020.  
Thank you for your consideration.

Sincerely,

The After-Prom Committee  
Blackduck High School

**MOTOR VEHICLE EXCLUSION PERMIT**  
**CITY OF BLACKDUCK**  
**COUNTY OF BELTRAMI**

This Motor Vehicle Exclusion Permit is authorized to Paul Zanter of 141 Liberty Drive, for the sole purpose of removing & storing recreational trailers/equipment (*half-ton or less*) from the rear of owner's property by accessing the Blackduck Walking Trail (*west bound lane of MnDot 71*) under Blackduck City Ordinance §740.04 B.

For the safety of the City of Blackduck pedestrians the permittee agrees to the following:

1. Permit holder's vehicle must remain on the pavement of the Blackduck Walking Trail at all times.
2. Permit holder agrees to pay for any potential damages to adjacent property including but limited to green space, culverts, or signage.
3. Permit holder must notify Blackduck Police Department within 1-2 business days prior to use of to the Blackduck Walking Trail.
4. Permit holder must keep permit in vehicle to provide proof of authorization if requested.
5. Permit holder must request access in writing to the City of Blackduck annually.

The City of Blackduck reserves the right to terminate the permit at anytime to permit holder. This permit expires December 31, 2020.

Given under my hand and the corporate seal of the City of Blackduck this 8th day of June 2020.

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
Administrator

City of Blackduck,

5-6-2020

We would like permission to be able to run the City owned grass strip occasionally in the summer, with our vehicles to our backyard fence, to be able to take out our trailer that we keep our covered wheelers on for the winter. We would just like to make sure everything is legal & we aren't breaking the law. That is the only way that we are able to get things into our backyard.

Thank You ☺  
Paul & Erica  
Zanter

MAY 07 2020



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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.

<h2 style="margin: 0;">Walking Trail Contract</h2>	
1:1,690	Date: 5/12/2020
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	

Beltrami  
County  
Minnesota