

## City of Emily

**AGENDA**

Tuesday, July 11, 2023

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

- FINANCIAL REPORT: June Checking Beginning Balance \$674,171.73, Ending Balance \$1,142,686.34
- RECEIPTS: General \$591,202.47, Sewer \$184.35, Total \$591,386.82
- CLAIMS FOR APPROVAL: \$110,968.50 for Pine River State Bank Checks #60565 to #60642 and automatic withdrawals #330705 to #330713
- INVESTMENTS (Market Value): \$376,787.06
- TOTAL CHECKING/INVESTMENTS: \$1,519,473.40

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

**SPEAKERS:** 6:10 p.m. Dean Kapler, Bruce Miller, and Ryan Huettl, Emily/Outing Snowbirds, request to utilize the Emily Meadows corridor for snowmobile trail to access County Road 1

6:15 p.m. Mike Helberg request for shed to remain in current location

6:20 p.m. Jack Henderson, City Summer Marketing Intern, presentation of proposed new City website

**FIRE DEPARTMENT**

- Requested Change Order to Motor Vehicle Purchase Contract for top mount pumper fire truck, Sourcewell Model MPCU, with upgrades including full response cab enclosure, pass through to chassis cab, EMS cabinet with command desk, foam discharges, and cascade refill system including four DOT bottles, gauge panel, and containment center for a total additional cost of \$75,541.20 to be paid with donated Firemen's Equipment Funds. *(Council action – motion)*
- SCBAs annual lease payment of \$15,944.03 to Tax-Exempt Leasing Corp from the General Fund as budgeted. *(Council action – motion)*
- Resolution 23-25 Accepting Donation to the City of \$2,000 from the Emily Firemen's Relief Association to the Firemen's Equipment Fund for Fire Hall renovations. *(Council action – motion)*
- Resolution 23-26 Accepting Donation to the City of \$5,000 from the Emily Firemen's Relief Association to the Firemen's Equipment Fund. *(Council action – motion)*

**FIRST RESPONSE UNIT**

- Hands Only CPR and AED Training on Thursday, August 17, 2023 at 7 p.m. in the Emily City Hall Gymnasium for the public for no cost. *(Information)*

**POLICE DEPARTMENT**

- Hire locksmith to replace/rekey the "Take it to the Box" locks. *(Council action – motion)*
- Resolution #23-28 Approving State of Minnesota Joint Powers Agreement With the City of Emily on Behalf of its Prosecuting Attorney and Police Department for renewal of agreement between Department of Public Safety on behalf of the Bureau of Criminal Apprehension and the City of Emily. *(Council action – motion)*

- Court Data Services Subscriber Amendment to CJDN Subscriber Agreement. *(Council action – motion)*

## **WASTEWATER**

- Property owner of 21216 County Road 1 applied for residential building sewer permit, paid \$50 fee, and completed televised inspection of the sewer service lateral line per Council conditions. Wastewater Committee recommendation regarding \$2,000 connection fee and start date of billing, possibly retroactive. (Connected since the fall of 2019.) *(Council action – motion)*
- Cleaning/jetting and televising of sewer mains, including possible termination of Ritter and Ritter Agreement for Maintenance Services for the City of Emily and request for quotes, pending City Attorney review. *(Council action – motion)*

## **PLANNING & ZONING**

- Resolution 23-29 Adopting Findings of Fact and Conditions of Approval for Conditional Use Permit Application of Nicholas Usherwood to operate an automobile repair business that includes machining of auto and sport equipment accessories at 42524 State Highway 6, PIN 21090613. *(Council action – motion)*

## **ATTORNEY**

- Requirement for Mike Helberg to remove shed from City right-of-way no later than July 29, 2023, including shed may be moved to an alternate site on the property if alternate site placement is in compliance with Emily Land Use Ordinance. *(Council action – motion)*

## **ROADS**

- Quotes for the 2023 Emily Dam Repair Project with recommendation from City Engineer. Required final completion date of October 31, 2023. Budget revision needed. *(Council action – motion)*
- Request to move forward with MnDOT snowplow truck lease program through **Boyer Trucks** for lease to purchase a new tandem axle snowplow truck for \$379,600 with annual payments of a total of \$85,591.92. Contract needed before final approval. *(Council action – motion)*
- MnDOT progress on resolution of 2019 State Highway 6 road construction project issues. *(Information)*

## **MAINTENANCE**

- Brush dump update. *(Information)*

## **CITY HALL**

- Future replacement of current website with proposed new website, developed by Summer Marketing Intern, through Wix for \$384 annually. *(Council action – motion)*

## **CEMETERY**

## **PARKS**

- Request for Community Education to hold Family Fun Nights on July 27 and August 24 at the City Baseball Field Park for the community. *(Council action – motion)*

## **LIBRARY**

## **PERSONNEL**

- Resignation of Kenneth Frank from the Emergency Management Director position effective June 30, 2023. *(Council action – motion)*

## **EMILY WATERS**

## **ECONOMIC DEV. (EDA)**

## **CODIFICATION**

## **UNFINISHED BUSINESS:**

- North Star Manganese update. *(Information)*
- Hold public town hall/informational meeting regarding the potential manganese mine at Emily City Hall, including North Star Manganese, Minnesota Department of Natural Resources, Minnesota Department of Health, Crow Wing Power, Cooperative Mineral Resources, Electric Metals (USA) Limited, and Hunt Technologies. *(Council action – motion)*
- Community Boost Funds Grant from Sourcewell approved. Purchase of one microphone for the Council Chambers for \$535 and dual computer monitors with stand and installation for Clerk's Office computer used by intern from Tremolo for \$427 for a total of \$962. *(Council action – motion)*

**NEW BUSINESS:**

- Emily/Outing Snowbirds request to utilize the Emily Meadows Outlot A corridor for snowmobile trail to access County Road 1. Outlot A property was donated for public use.
- Bond Trust Services interest payments for a total of \$19,825.00 as follows:
  - 303 Debt Service Fund – 2012 City Hall Improvement - \$2,787.50
  - 304 Debt Service Fund – 2014 Road Improvement - \$3,946.25
  - 602 Debt Service Fund – 2013 Sewer - \$13,091.25

**CORRESPONDENCE:**

- ✓ County Attorney re: fees for misdemeanor prosecution in 2024 will remain the same.
- ✓ IRRRB re: grant opportunities.

**Scheduled Upcoming Meetings:**

**ADJOURN**



Request Placement on Agenda  
City of Emily  
Emily, MN 56447

RECEIVED  
JUN 13 2023

BY: .....

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

Name of person making request Dean Kapler

Subject for consideration Request to utilize the 100ft corridor of Emily Meadows for snowmobile trail to access County Hwy 1.

Regular Council Meeting Date July 11, 2023

Or other meeting date \_\_\_\_\_

Will you attend the meeting?  YES or NO

If NO, will you have representation & who? \_\_\_\_\_

Are you making a monetary request? YES or  NO

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

Will you have presentation material or other information for distribution?  YES or NO  
If yes, the Clerk's office must receive 7 copies for meeting packets.

**I understand that my time is limited to 5 minutes:**

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

[Signature] \_\_\_\_\_ 6/13/23 \_\_\_\_\_  
Signature Date

Dean Kapler \_\_\_\_\_ 763-286-0278 \_\_\_\_\_  
Print name Phone (in case of meeting cancellation)



P.O. Box 225  
Emily, MN 56447

July 11, 2023

Emily City Council,

The Emily/Outing Snowbirds snowmobile club would appreciate your consideration of utilizing a property for the reroute of the Aspen Trail that allows snowmobile travelers to commute from the Emily area to its termination in Fifty Lakes. This is a popular trail for snowmobilers and a vital connection to the neighboring trail system in Fifty Lakes.

Because of a property ownership change, we are required to reroute part of the trail near the western edge of Emily along Hwy 1. Exhibit #1 shows the current trail location. Exhibit #2 shows a proposed reroute utilizing a 100 ft. lot owned by the City of Emily. Document #3 shows a closer view of the city owned lot.

The Snowbirds have been in contact with Dani McNeil of the DNR who is our contact for trail issues. She informed us the DNR does not require any further action on this proposed change until maps need revision which she will take care of.

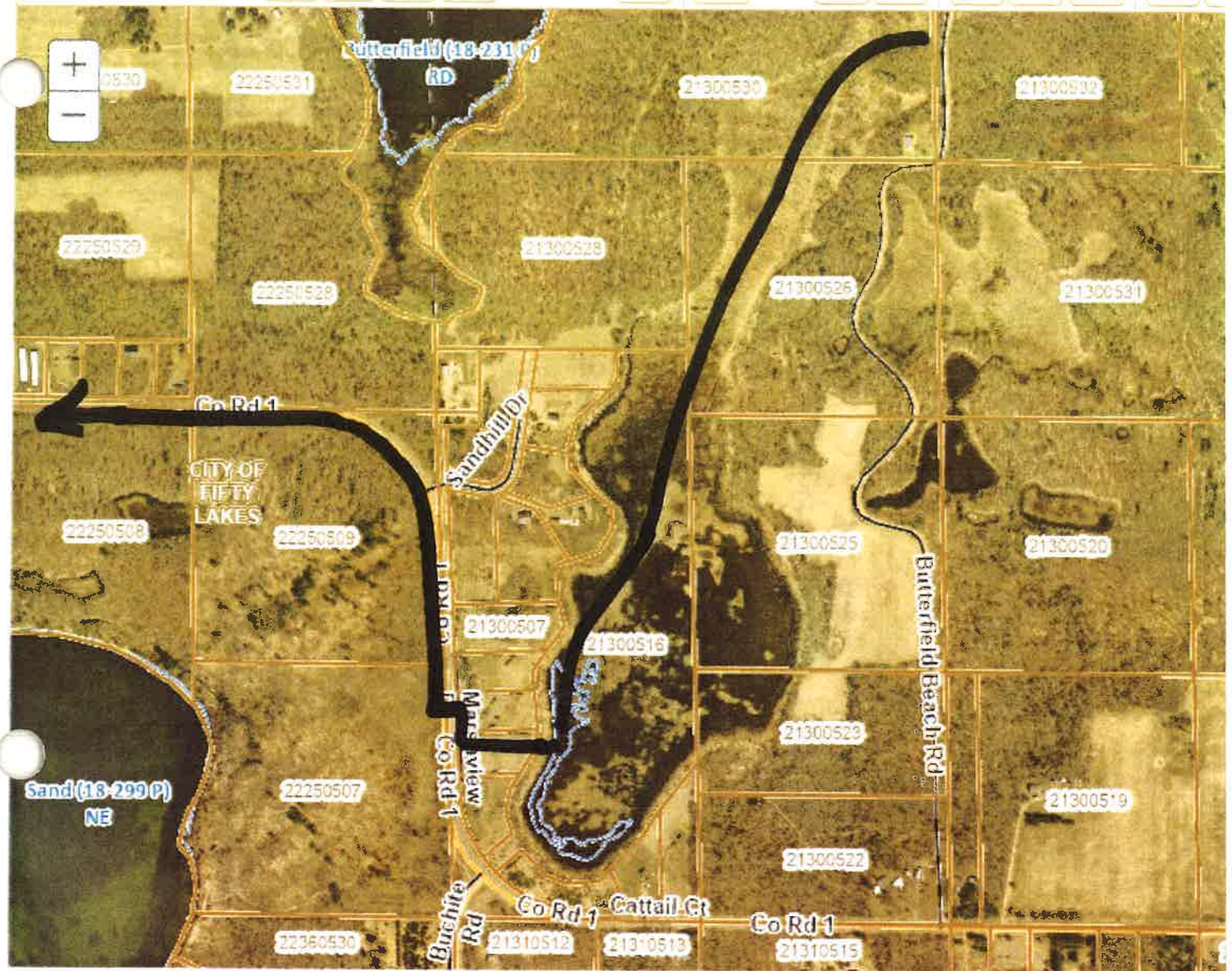
The Snowbirds have also been in contact with Tom Strack of Crow Wing County. The Snowbirds trail system falls under the sponsorship of Crow Wing County. Mr. Strack informs us that Crow Wing County does not require any further action on this proposed change for either the trail system or highway concerns. If the change is accepted, Mr. Strack will handle the mapping changes.

The Snowbirds club appreciates your consideration of this request. A group from our club will be at the July 11<sup>th</sup> council meeting to make a short presentation and field any questions the council may have.

Thank you for your consideration.

Sincerely,

Dean Kapler, President  
Emily/Outing Snowbirds snowmobile club



*Current*

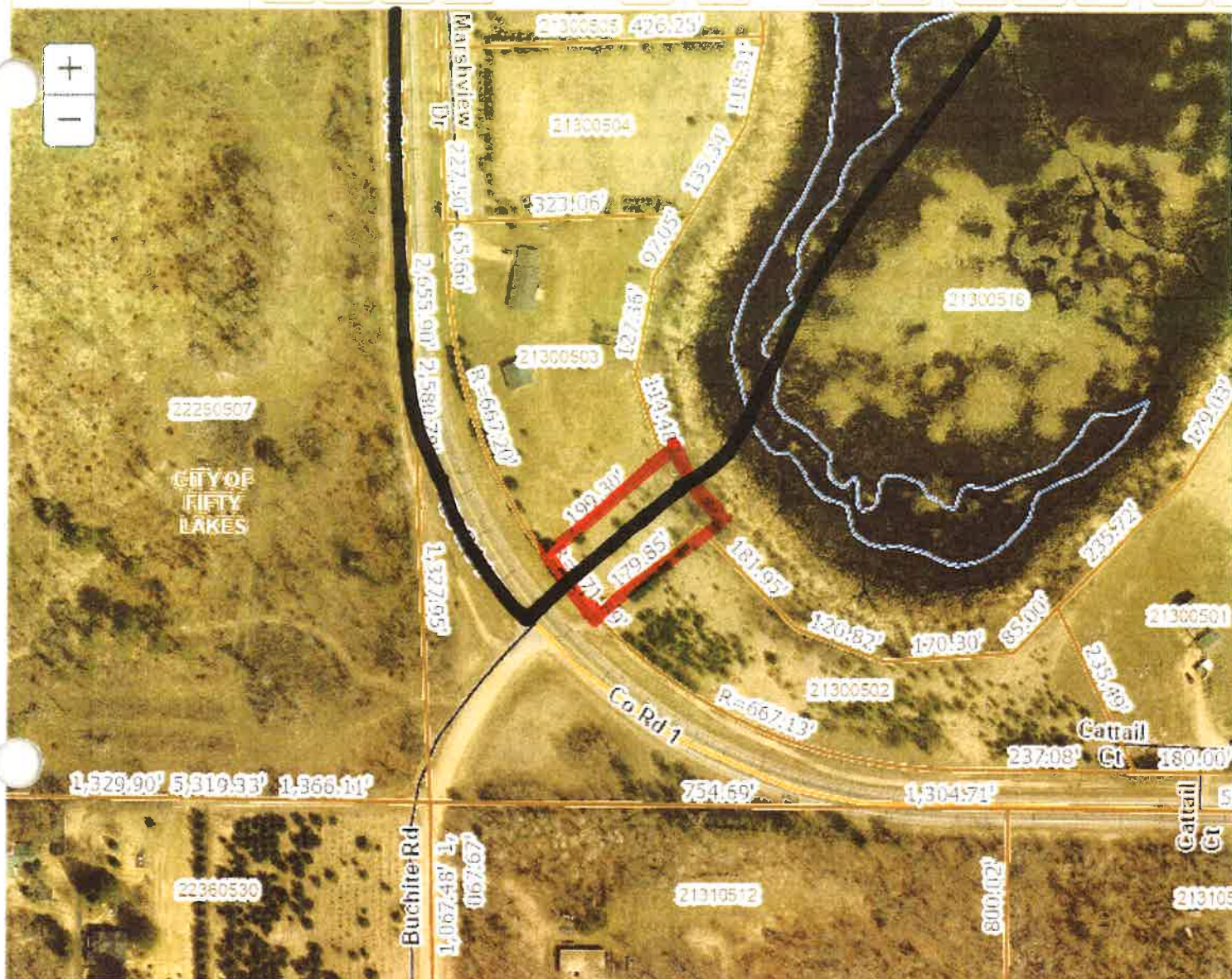
*#1*



*Proposed*

*#2*



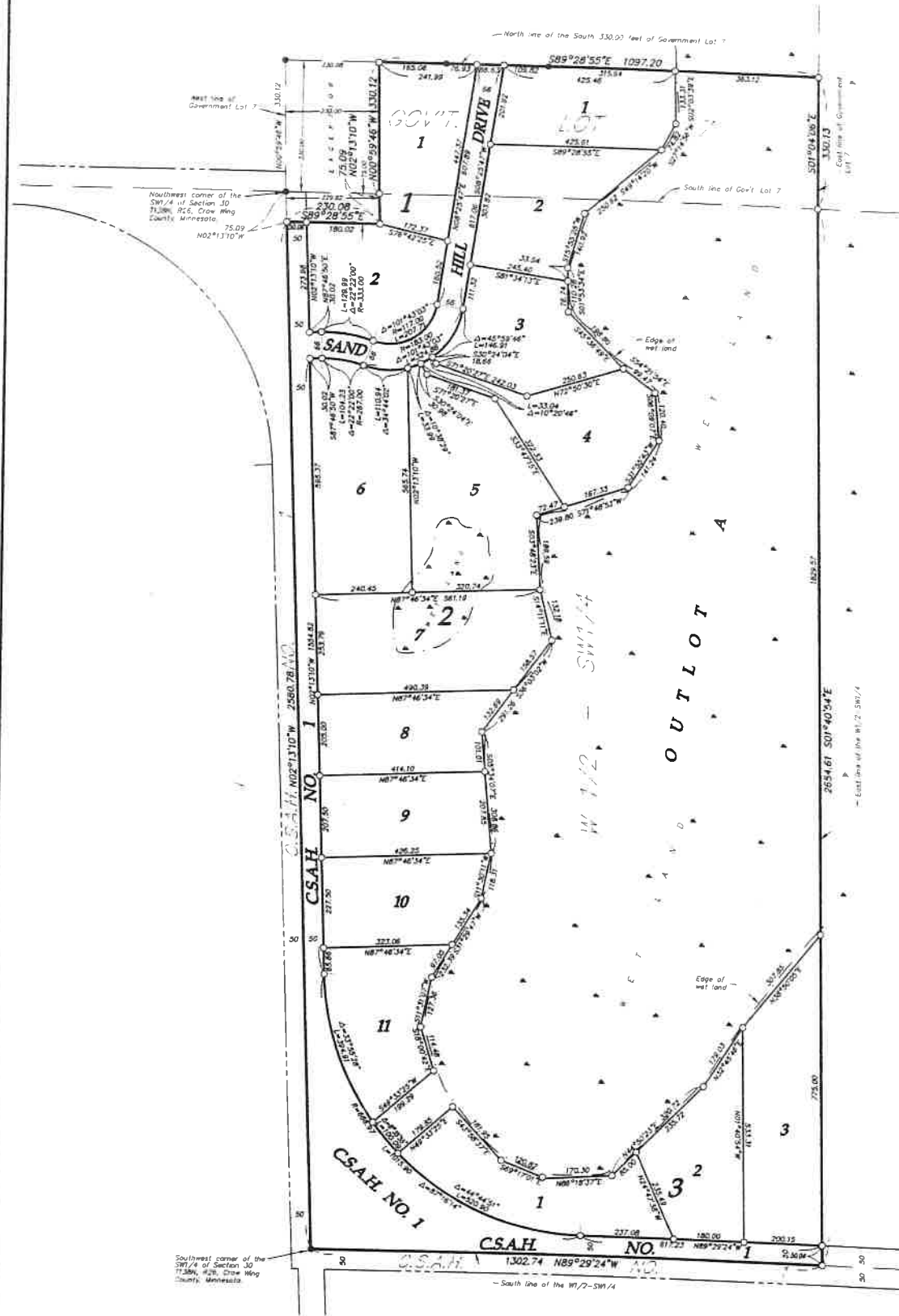


City owned #3  
Property



Outlot A donated in lieu of park dedication fees

# EMILY MEADOWS



Orientation of the bearings shown hereon is based on the west line of the SW1/4 of Section 30, T138N, R25W, Crow Wing County, Minnesota to have an assumed bearing of N02°13'10\"W.

- Denotes iron monument found in place.
- Denotes 1/2 inch diameter by 18 inch long iron pipe set and marked R.L.S. No. 17253.

Office of County Recorder  
County of Crow Wing, MN  
I hereby certify that the within plat was filed in this office for record on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2004, at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M. and that the same was duly recorded in Book No. \_\_\_\_\_ of the County Records.  
0670343  
County Recorder

KNOW ALL PERSONS BY THESE PRESENTS, That Randal L. Moritz and Nancy M. Moritz, husband and wife, and David E. Tutch and Karen Cummings-Tutch, husband and wife, fee owners, and Pine River State Bank, Inc., a Minnesota Corporation, Mortgagee of the following described property situated in Crow Wing County, Minnesota to-wit:

The West half of the Southwest Quarter and the South 330.00 feet of Government Lot 7, all in Section 30, Township 138 North, Range 26 West, Crow Wing County, Minnesota.  
Except the North 75.00 feet of the West 229.82 feet of said West Half of the Southwest Quarter, and also excepting the West 230.00 feet of said South 330.00 feet of Government Lot 7. Subject to easements, reservations and restrictions of record, if any.

Have caused the same to be surveyed and platted as EMILY MEADOWS and do hereby donate and dedicate to the public for public use forever C.S.A.H. No. 1 and Sand Hill Drive as shown on the plat.

In witness whereof said Randal L. Moritz and Nancy M. Moritz, husband and wife, have hereunto set their hands this 29<sup>th</sup> day of July 2004.

In witness whereof said David E. Tutch and Karen Cummings-Tutch, husband and wife, have hereunto set their hands this 29<sup>th</sup> day of July 2004.

In witness whereof said Pine River State Bank, Inc., a Minnesota Corporation, has caused these presents to be signed by its proper officer this 29<sup>th</sup> day of July 2004.

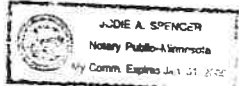
Randal L. Moritz  
Randal L. Moritz  
Nancy M. Moritz  
Nancy M. Moritz  
David E. Tutch  
David E. Tutch  
Karen Cummings-Tutch  
Karen Cummings-Tutch

Pine River State Bank:  
By: Neil R. Smith  
Neil R. Smith  
its Vice President

STATE OF MINNESOTA  
COUNTY OF Crow Wing

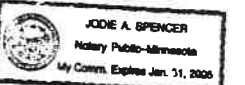
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July 2004 by Randal L. Moritz and Nancy M. Moritz, husband and wife.

Jodie A. Spencer  
Notary Public, Crow Wing County, MN  
My Commission Expires Jan 31, 2005



The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July 2004 by David E. Tutch and Karen Cummings-Tutch, husband and wife.

Jodie A. Spencer  
Notary Public, Crow Wing County, MN  
My Commission Expires Jan 31, 2005



STATE OF MINNESOTA  
COUNTY OF Crow Wing

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July 2004 by Neil R. Smith of Pine River State Bank, Inc., a Minnesota Corporation on behalf of the corporation.

Jodie A. Spencer  
Notary Public, Crow Wing County, MN  
My Commission Expires Jan 31, 2005



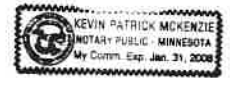
I hereby certify that I have surveyed and platted the property described on this plat as EMILY MEADOWS, that this plat is a correct representation of said survey, that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown, that the outside boundary lines are correctly designated on the plat and that there are no wetlands as defined in MS 505.02, Sub. 1, or public highways to be designated other than as shown.

Bruce Grivna  
Bruce Grivna, Land Surveyor  
Minnesota License No 17253

STATE OF MINNESOTA  
COUNTY OF CROW WING

The foregoing Surveyor's Certificate was acknowledged before me this 29<sup>th</sup> day of July 2004 by Bruce Grivna, Land Surveyor, Minnesota License No 17253.

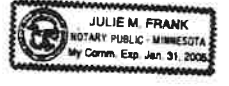
Kevin Patrick McKenzie  
Notary Public, Crow Wing County, MN  
My Commission Expires Jan 31, 2005



This plat of EMILY MEADOWS was approved by the City Council for the City of Emily, Minnesota, this 19<sup>th</sup> day of July 2004.

Julie M. Frank  
City Clerk

Frankie B. Kile  
Mayor



I, Roy Luukkonen, Auditor of Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon have been paid for the years prior to 2004.

Roy Luukkonen  
CROW WING COUNTY AUDITOR

I, Laureen E. Borkko, Treasurer for Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon have been paid for the year 2004.

Laureen E. Borkko  
CROW WING COUNTY TREASURER



Request Placement on Agenda  
City of Emily  
Emily, MN 56447

RECEIVED  
JUL 11 7 2023

BY: .....

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

Name of person making request MIKE HELBERG

Subject for consideration \_\_\_\_\_

CONSIDERATION TO KEEP MY  
SHED IN ITS CURRENT PLACE.  
PERMIT # 21-05

Regular Council Meeting Date 7-11-23

Or other meeting date \_\_\_\_\_

Will you attend the meeting?  YES or NO

If NO, will you have representation & who? \_\_\_\_\_

Are you making a monetary request? YES or  NO

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


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

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

1 copy / or 1 off.

**I understand that my time is limited to 5 minutes:**

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

 7/12/23  
Signature Date

MIKE HELBERG (763) 238-7715  
Print name Phone (in case of meeting cancellation)



Good afternoon,

Enclosed is a proposal for the nonpermanent shed on our property located at 40552 S. Bay Dr, Emily MN, per the Emily Zoning request below.

We appreciate the Committee's feedback and extension granted to allow time to further research and assess options. Since the meeting last October, we have talked to land surveyors, septic system experts, builders and legal/compliance experts. We reviewed the previous plan under the original permit granted, factored in the environmental landscape and city ordinances.

This research included discussions with city council members and city officials, and after all this, we are submitting 3 proposals.

#1 – Shed remains, nonpermanent, in current location. At any time in future the City launches a project/need to use the right of way land space, we agree to readily move the structure. In addition, we will sign documentation with City and Zoning Committee to bind us to this variance.

#2 - If option #1 not approved, we request this be brought to Emily City Council for consideration of option #1 at next meeting.

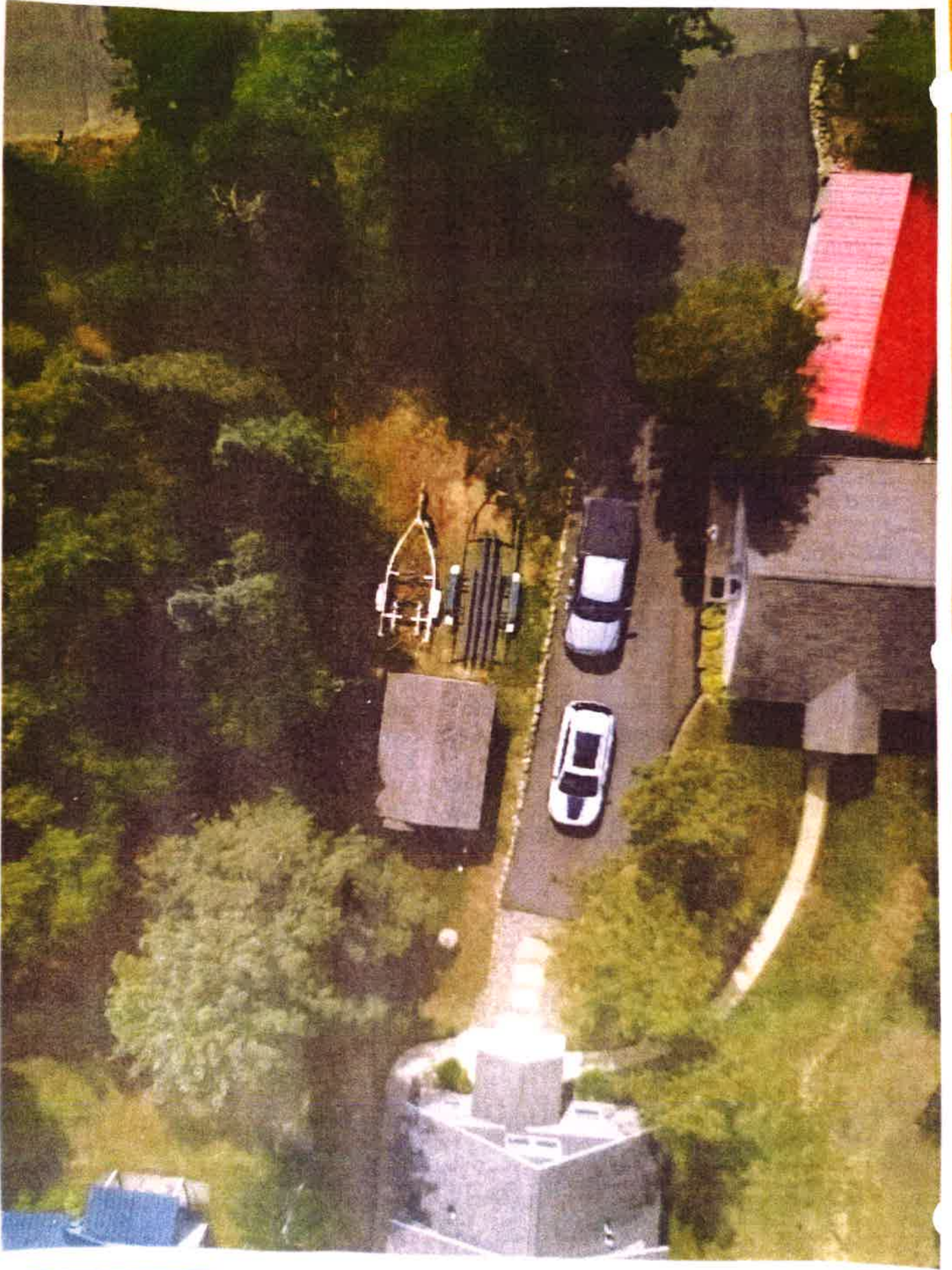
#3 – Upon #1 and #2 not being approved, nonpermanent structure would be moved on property. Please refer to the pictures included illustrating current locations vs optional location

Exhibit #1 is shows the nonpermanent shed as it currently sits on the property,  
Exhibit #2 shows the optional location for future consideration

Thank you for working with us both on original permit, the extension, and for considering alternatives. We remain committed to the City of Emily and as permanent residents, are hopeful that we can come up with an agreeable solution.

Mike & Stephanie Helberg

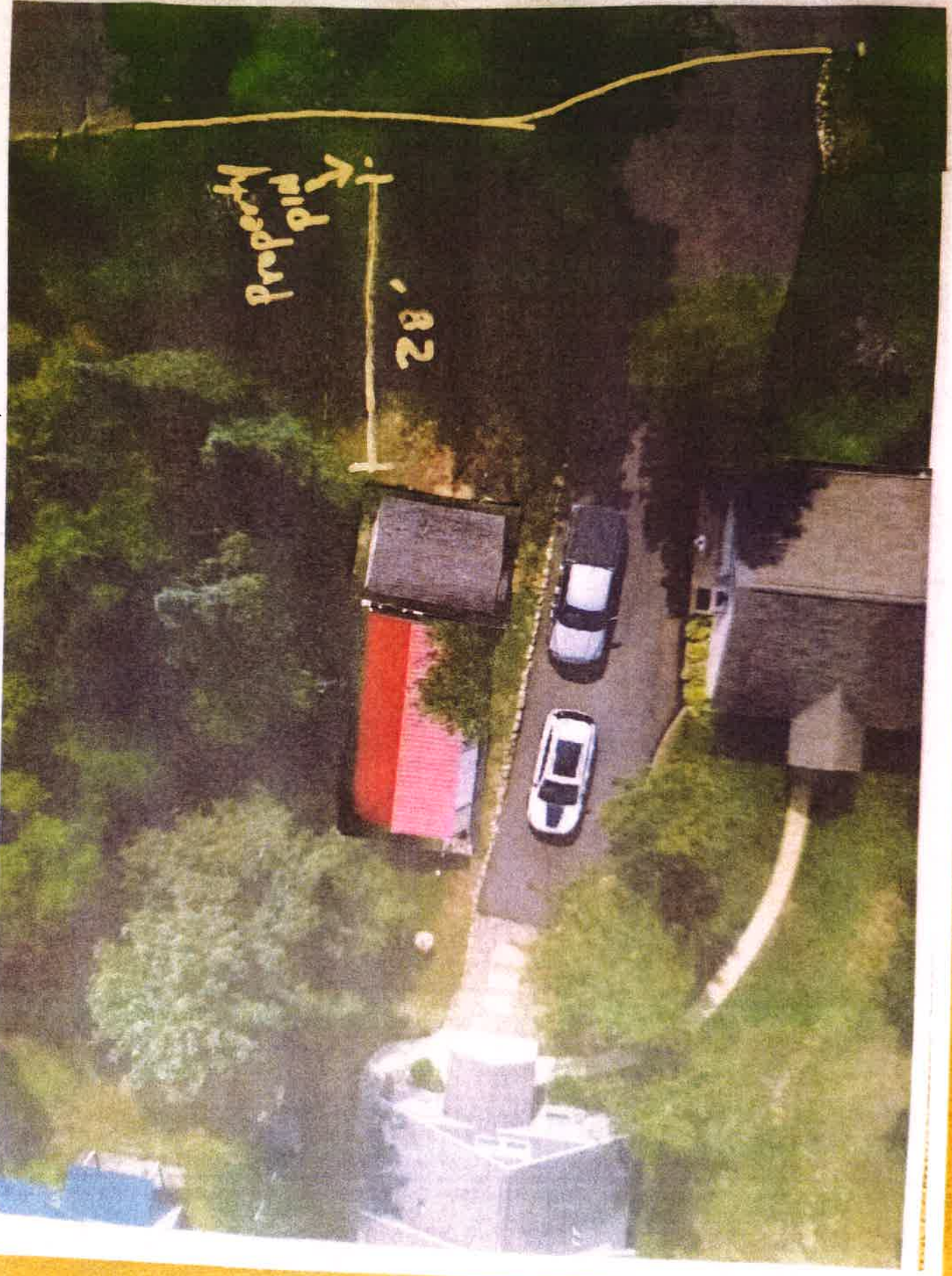
EXHIBIT #1 \* CURRENT VIEW \*





ORBIT #2

\* PROPOSED VIEW \*



----- Original Message -----

From: Brittney Cotner <Brittney.Cotner@sourcewell-mn.gov>  
To: mikehelberg0 <mikehelberg0@comcast.net>  
Cc: Emily Zoning Office <zoning@emily.net>  
Date: 03/09/2023 8:31 AM CST  
Subject: RE: Request for Extension of Permit#21-05

Good morning,

Thank you for reaching out with your request to extend your permit completion deadline. Your 6-month extension request to move your accessory structure has been granted with a new expiration date of September 9, 2023. A condition of this extension is that an updated site plan showing the proposed new location of the accessory structure, meeting all setback requirements, be submitted by June 9, 2023.

If you have any questions or concerns, please let me know.

Brittney Cotner | Community Development Administrator

Office: 218-541-5294 | Cell: 218-866-0904

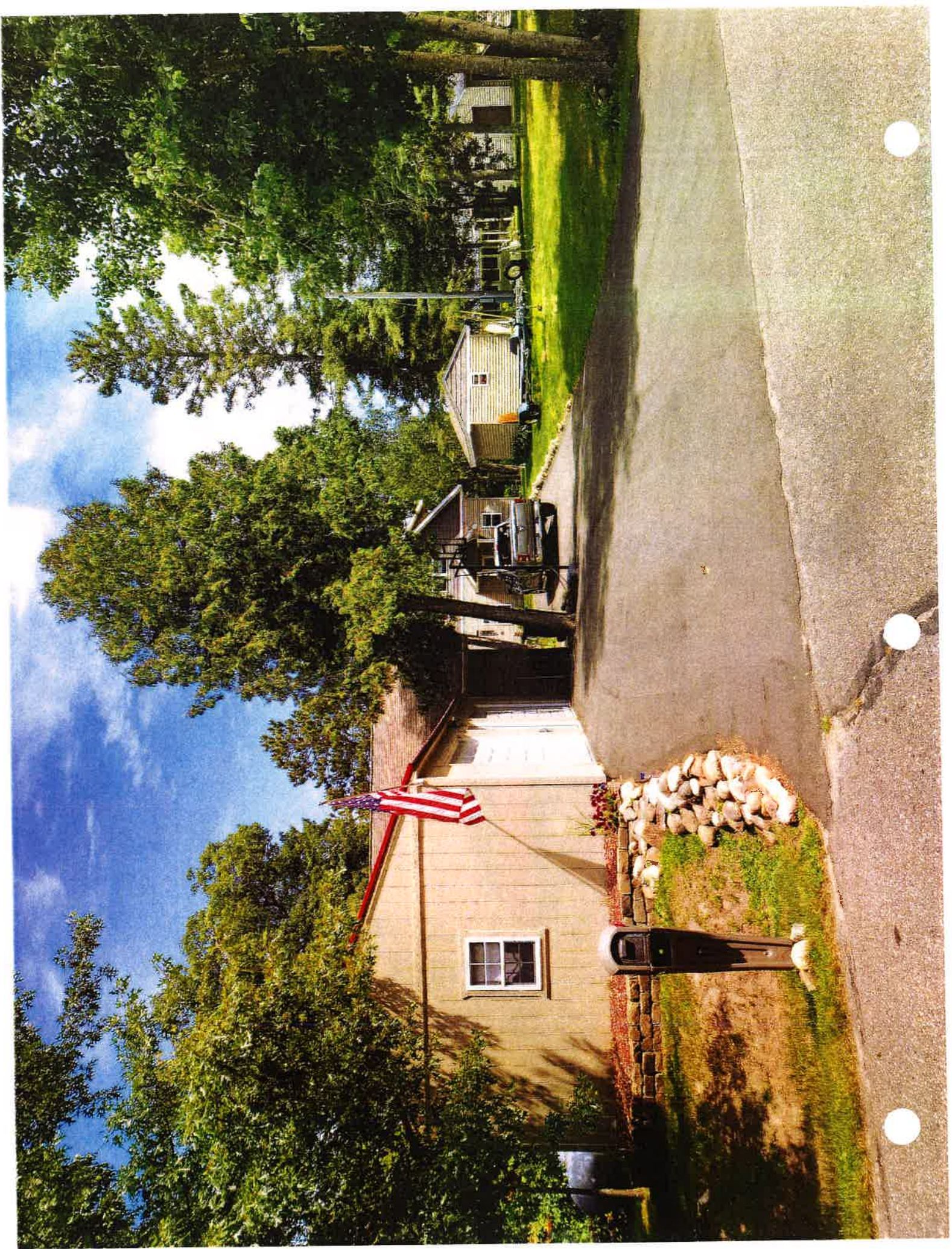
Website: [sourcewell-mn.gov](http://sourcewell-mn.gov)

From: mikehelberg0 <mikehelberg0@comcast.net>  
Sent: Wednesday, March 8, 2023 4:27 PM  
To: Brittney Cotner <Brittney.Cotner@sourcewell-mn.gov>;  
mikehelberg0@comcast.net  
Cc: Emily Zoning Office <zoning@emily.net>  
Subject: Request for Extension of Permit#21-05

**EXTERNAL**

To whom it may concern,









As on 6/30/2023

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
General Fund	591,174.01	693,182.13	59,369.38	0.00	484,987.09	61,267.60	0.00	797,470.83	99,154.49	896,625.32
Road and Bridge	51,342.08	21.95	0.00	0.00	2,160.00	0.00	0.00	49,204.03	0.00	49,204.03
Small Cities Revolving Loan Fund	7,687.12	3,295.13	0.00	0.00	0.00	0.00	0.00	10,982.25	0.00	10,982.25
Small Cities Housing Rehabilitation Fund	4.41	0.00	0.00	0.00	0.00	0.00	0.00	4.41	0.00	4.41
American Rescue Plan Fund	45,908.01	19.77	0.00	0.00	0.00	0.00	0.00	45,927.78	0.00	45,927.78
Library	1,154.84	16.21	0.00	0.00	0.00	0.00	0.00	1,171.05	0.00	1,171.05
Firemens equip fund 225	105,662.55	2,768.84	8,905.39	0.00	24,921.26	9,124.90	0.00	83,290.62	14,873.17	98,163.79
1st Resp. equip fund 226	33,667.26	3,164.79	23,747.74	0.00	798.18	24,333.10	0.00	35,448.51	39,661.79	75,110.30
Emily Area Recycling 227	(0.12)	21.50	0.00	0.00	100.14	0.00	0.00	(78.76)	0.00	(78.76)
Police Fund 228	2,123.37	0.91	0.00	0.00	0.00	0.00	0.00	2,124.28	0.00	2,124.28
FORFEITURE FUND 229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Debt Service (Identify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service PRI 2007 302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service GOCIP 2012 303 and 305	28,486.60	2,209.19	0.00	0.00	43,812.50	0.00	0.00	(13,116.71)	0.00	(13,116.71)
Debt Service PRI 2014 304	33,200.99	2,094.31	0.00	0.00	39,331.25	0.00	0.00	(4,035.95)	0.00	(4,035.95)
Debt Service PRI 2004 305	0.00	6.70	0.00	0.00	0.00	0.00	0.00	6.70	0.00	6.70
Debt Service PRI 2005 306	0.00	577.33	0.00	0.00	0.00	0.00	0.00	577.33	0.00	577.33
Park Acquisition and Development (Optional) CITY HALL CD 406	48,335.33	2,032.53	41,558.55	0.00	987.32	42,582.94	0.00	48,356.15	69,408.15	117,764.30
CEMETERY CD 407	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SMALL CITIES CD 408	1,324.98	1,006.53	20,779.27	0.00	493.64	21,291.49	0.00	1,325.65	34,704.09	36,029.74
POLICE DEPART. 409	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEWER EQUIP. 410	3,309.20	719.84	14,842.34	0.00	352.60	15,208.19	0.00	3,310.59	24,788.62	28,099.21
EDA CD 412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REHAB. PROJ. CD 413	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAP. PROJ. FIRE CD 414	10,063.89	4.40	0.00	0.00	0.00	0.00	0.00	10,068.29	0.00	10,068.29
CAP PROJ. RD CD 415	5,009.20	2.21	0.00	0.00	0.00	0.00	0.00	5,011.41	0.00	5,011.41
FUT. CITY DEV. CD 416	18,578.55	1,444.93	29,684.68	0.00	705.24	30,416.38	0.00	18,586.54	49,577.24	68,163.78
	(2,204.61)	1,005.85	20,779.29	0.00	493.66	21,291.48	0.00	(2,204.61)	34,704.07	32,499.46

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
SHOP BLDG CD 417	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sewage Collection and Disposal SEWER 617	97,682.76	39,516.70	5,936.94	0.00	94,007.01	6,083.27	0.00	43,046.12	9,915.44	52,961.56
Small Cities Grant 801	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Donor pass thru 851	0.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>1,082,510.42</b>	<b>763,111.75</b>	<b>225,603.58</b>	<b>0.00</b>	<b>703,149.89</b>	<b>231,599.35</b>	<b>0.00</b>	<b>1,136,476.51</b>	<b>376,787.06</b>	<b>1,513,263.57</b>



For the Period : 6/1/2023 To 6/30/2023

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$320,965.72	\$578,833.25	\$102,328.14	\$797,470.83	\$0.00	\$4,935.81	\$802,406.64
Road and Bridge	\$50,399.58	\$4.45	\$1,200.00	\$49,204.03	\$0.00	\$1,200.00	\$50,404.03
Small Cities Revolving Loan Fund	\$10,813.73	\$168.52	\$0.00	\$10,982.25	\$0.00	\$0.00	\$10,982.25
Small Cities Housing Rehabilitation Fund	\$4.41	\$0.00	\$0.00	\$4.41	\$0.00	\$0.00	\$4.41
American Rescue Plan Fund	\$45,923.73	\$4.05	\$0.00	\$45,927.78	\$0.00	\$0.00	\$45,927.78
Library	\$1,170.95	\$0.10	\$0.00	\$1,171.05	\$0.00	\$0.00	\$1,171.05
Firemens equip fund 225	\$83,623.83	\$128.04	\$461.25	\$83,290.62	\$0.00	\$0.00	\$83,290.62
1st Resp. equip fund 226	\$35,445.37	\$325.15	\$322.01	\$35,448.51	\$0.00	\$0.00	\$35,448.51
Emily Area Recycling 227	(\$78.76)	\$0.00	\$0.00	(\$78.76)	\$0.00	\$0.00	(\$78.76)
Police Fund 228	\$2,124.08	\$0.20	\$0.00	\$2,124.28	\$0.00	\$0.00	\$2,124.28
FORFEITURE FUND 229	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service PRI 2007 302	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service GOCIP 2012 303 and 305	(\$13,116.71)	\$0.00	\$0.00	(\$13,116.71)	\$0.00	\$0.00	(\$13,116.71)
Debt Service PRI 2014 304	(\$4,035.95)	\$0.00	\$0.00	(\$4,035.95)	\$0.00	\$0.00	(\$4,035.95)
Debt Service PRI 2004 305	\$6.70	\$0.00	\$0.00	\$6.70	\$0.00	\$0.00	\$6.70
Debt Service PRI 2005 306	\$577.23	\$0.10	\$0.00	\$577.33	\$0.00	\$0.00	\$577.33
Park Acquisition and Development (Optional)	\$48,351.90	\$567.79	\$563.54	\$48,356.15	\$0.00	\$0.00	\$48,356.15
CITY HALL CD 406	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CEMETERY CD 407	\$1,325.45	\$281.96	\$281.76	\$1,325.65	\$0.00	\$0.00	\$1,325.65
SMALL CITIES CD 408	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POLICE DEPART. 409	\$3,310.29	\$201.54	\$201.24	\$3,310.59	\$0.00	\$0.00	\$3,310.59
SEWER EQUIP. 410	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EDA CD 412	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REHAB. PROJ. CD 413	\$10,067.38	\$0.91	\$0.00	\$10,068.29	\$0.00	\$0.00	\$10,068.29
CAP. PROJ. FIRE CD 414	\$5,010.91	\$0.50	\$0.00	\$5,011.41	\$0.00	\$0.00	\$5,011.41
CAP PROJ. RD CD 415	\$18,584.92	\$404.15	\$402.53	\$18,586.54	\$0.00	\$0.00	\$18,586.54
FUT. CITY DEV. CD 416	(\$2,204.61)	\$281.76	\$281.76	(\$2,204.61)	\$0.00	\$0.00	(\$2,204.61)
SHOP BLDG CD 417	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sewage Collection and Disposal	\$46,519.48	\$184.35	\$3,657.71	\$43,046.12	\$0.00	\$74.02	\$43,120.14
SEWER 617	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Small Cities Grant 801	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
Donor pass thru 851	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$664,789.63</b>	<b>\$591,386.82</b>	<b>\$119,699.94</b>	<b>\$1,136,476.51</b>	<b>\$0.00</b>	<b>\$6,209.83</b>	<b>\$1,142,686.34</b>

7/6/2013  
AW

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

As of 7/7/2023

Fiscal Year : 2023

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$591,174.01	\$752,551.51	\$546,254.69	\$797,470.83
Road and Bridge	\$51,342.08	\$21.95	\$2,160.00	\$49,204.03
Small Cities Revolving Loan Fund	\$7,687.12	\$3,295.13	\$0.00	\$10,982.25
Small Cities Housing Rehabilitation Fund	\$4.41	\$0.00	\$0.00	\$4.41
American Rescue Plan Fund	\$45,908.01	\$19.77	\$0.00	\$45,927.78
Library	\$1,154.84	\$16.21	\$0.00	\$1,171.05
Firemens equip fund 225	\$105,662.55	\$11,674.23	\$34,046.16	\$83,290.62
1st Resp. equip fund 226	\$33,667.26	\$26,912.53	\$25,131.28	\$35,448.51
Emily Area Recycling 227	(\$0.12)	\$21.50	\$100.14	(\$78.76)
Police Fund 228	\$2,123.37	\$0.91	\$0.00	\$2,124.28
FORFEITURE FUND 229	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify)	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service PRI 2007 302	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service GOCIP 2012 303 and 305	\$28,486.60	\$2,209.19	\$43,812.50	(\$13,116.71)
Debt Service PRI 2014 304	\$33,200.99	\$2,094.31	\$39,331.25	(\$4,035.95)
Debt Service PRI 2004 305	\$0.00	\$6.70	\$0.00	\$6.70
Debt Service PRI 2005 306	\$0.00	\$577.33	\$0.00	\$577.33
Pa Acquisition and Development (Optional)	\$48,335.33	\$43,591.08	\$43,570.26	\$48,356.15
CITY HALL CD 406	\$0.00	\$0.00	\$0.00	\$0.00
CEMETERY CD 407	\$1,324.98	\$21,785.80	\$21,785.13	\$1,325.65
SMALL CITIES CD 408	\$0.00	\$0.00	\$0.00	\$0.00
POLICE DEPART. 409	\$3,309.20	\$15,562.18	\$15,560.79	\$3,310.59
SEWER EQUIP. 410	\$0.00	\$0.00	\$0.00	\$0.00
EDA CD 412	\$0.00	\$0.00	\$0.00	\$0.00
REHAB. PROJ. CD 413	\$10,063.89	\$4.40	\$0.00	\$10,068.29
CAP. PROJ. FIRE CD 414	\$5,009.20	\$2.21	\$0.00	\$5,011.41
CAP PROJ. RD CD 415	\$18,578.55	\$31,129.61	\$31,121.62	\$18,586.54
FUT. CITY DEV. CD 416	(\$2,204.61)	\$21,785.14	\$21,785.14	(\$2,204.61)
SHOP BLDG CD 417	\$0.00	\$0.00	\$0.00	\$0.00
Sewage Collection and Disposal	\$97,682.76	\$45,453.64	\$100,090.28	\$43,046.12
SEWER 617	\$0.00	\$0.00	\$0.00	\$0.00
Small Cities Grant 801	\$0.00	\$0.00	\$0.00	\$0.00
Donor pass thru 851	\$0.00	\$10,000.00	\$10,000.00	\$0.00
<b>Total :</b>	<b>\$1,082,510.42</b>	<b>\$988,715.33</b>	<b>\$934,749.24</b>	<b>\$1,136,476.51</b>

Date of Report : 7/7/2023

## Outstanding Checks

<u>Date of Check</u>	<u>Check Number</u>	<u>To Whom Paid</u>	<u>Check Amount</u>
06/07/2023	60540	Payroll Period Ending 06/07/2023	\$36.94
06/21/2023	60579	CITY OF FIFTY LAKES	\$750.00
06/28/2023	60587	Wex Bank	\$1,380.06
06/28/2023	60588	Short Elliott Hendrickson, Inc.	\$1,200.00
06/28/2023	60590	Colonial Life	\$76.72
06/28/2023	60591	Beachcombers LLC	\$150.00
06/28/2023	60592	MCFOA	\$100.00
06/28/2023	60593	Tri-County Septic Inspection	\$100.00
06/28/2023	60594	Canon Financial Services, Inc.	\$148.93
06/28/2023	60595	Aramark	\$193.08
06/28/2023	60596	QUILL	\$70.12
06/28/2023	60597	AUTO VALUE	\$326.03
06/28/2023	60598	CULLIGAN	\$115.49
06/28/2023	60599	Payroll Period Ending 06/28/2023	\$1,130.14
06/30/2023	330711	MINNESOTA REVENUE	\$432.32
		<b>Total</b>	<b>\$6,209.83</b>

	Bbalance	Re-Investments	Interest	Gain/Loss	Ebalance	Bond Earned Interest Deposited in MMDA12
<b>MMMF Investments</b>						
Cash/Dreyfus Money Market Deposit Account	\$ 1,402.56	\$ (600.77)	\$ 479.10	\$ -	\$ 1,280.89	\$ 479.10
<b>Money Market Total</b>	\$ 1,402.56	\$ (600.77)	\$ 479.10	\$ -	\$ 1,280.89	\$ 479.10
<b>Muni Bond/US Treasury Investments</b>						
132033GS4 Cambria County PA	\$ 14,704.05			\$ (49.80)	\$ 14,654.25	
842471BY9 Southern CA Pub Pwr Auth	\$ 5,012.00			\$ (20.65)	\$ 4,991.35	
952347WQ1 West Contra Costa CA	\$ 155,630.85			\$ (331.70)	\$ 155,299.15	
509252FD8 Lake Cnty ILL Cmnty Unit Sch Bds	\$ 19,691.40			\$ (111.60)	\$ 19,579.80	
941647P94 Waterloo Iowa Taxable GO Bds	\$ 50,000.00	\$ (50,937.50)	\$ 937.50	\$ -	\$ -	
3130ATZ42 Federal Home Ln Bks Cons	\$ 49,873.00			\$ (42.00)	\$ 49,831.00	
3130AU6T6 Federal Home Ln Bks Cons	\$ 19,944.60			\$ (11.60)	\$ 19,933.00	\$ 475.00
3130AV3M2 Federal Home Ln Bks Cons	\$ 59,553.00			\$ 22.80	\$ 59,575.80	
91282CCC3 U.S. Treasury Securities		\$ 51,538.27		\$ 103.55	\$ 51,641.82	
<b>Municipal Bonds Total</b>	\$ 374,408.90	\$ 600.77	\$ 937.50	\$ (441.00)	\$ 375,506.17	
<b>TOTAL INVESTMENTS</b>	\$ 375,811.46	\$ (0.00)	\$ 1,416.60	\$ (441.00)	\$ 376,787.06	

*Balanced 7-3-23 et*

	Original Investment	Beginning Balance	MMMF Reinvest	MMMF Interest	MMMF Gain/Loss	Muni Bonds Reinvest	Muni Bonds Interest	Muni Bonds Gain/Loss	Ending Balance	Market Value Totals
100 General Fund	\$ 100,000.00	\$ 98,897.75	\$ (158.10)	\$ 126.08	\$ -	\$ 158.10	\$ 246.71	\$ (116.05)	\$ 99,154.49	\$ 99,154.49
225 Firemens Equipment Fund	\$ 15,000.00	\$ 14,834.66	\$ (23.71)	\$ 18.91	\$ -	\$ 23.71	\$ 37.01	\$ (17.41)	\$ 14,873.17	\$ 14,873.17
228 1st Resp. Equipment Fund	\$ 40,000.00	\$ 39,559.10	\$ (63.24)	\$ 50.43	\$ -	\$ 63.24	\$ 98.68	\$ (46.42)	\$ 39,661.79	\$ 39,661.79
404 Park Acquisition and Dev't	\$ 70,000.00	\$ 69,228.43	\$ (110.67)	\$ 88.26	\$ -	\$ 110.67	\$ 172.70	\$ (81.24)	\$ 69,408.15	\$ 69,408.15
407 Cemetery	\$ 35,000.00	\$ 34,614.23	\$ (55.33)	\$ 44.13	\$ -	\$ 55.33	\$ 86.35	\$ (40.62)	\$ 34,704.09	\$ 34,704.09
409 Police Department	\$ 25,000.00	\$ 24,724.44	\$ (39.53)	\$ 31.51	\$ -	\$ 39.53	\$ 61.67	\$ (29.00)	\$ 24,788.62	\$ 24,788.62
415 Capital Project Roads	\$ 50,000.00	\$ 49,448.87	\$ (79.05)	\$ 63.04	\$ -	\$ 79.05	\$ 123.36	\$ (58.03)	\$ 49,577.24	\$ 49,577.24
416 Future City Development	\$ 35,000.00	\$ 34,614.21	\$ (55.33)	\$ 44.13	\$ -	\$ 55.33	\$ 86.35	\$ (40.62)	\$ 34,704.07	\$ 34,704.07
602 Sewage Collection and Disp.	\$ 10,000.00	\$ 9,889.77	\$ (15.81)	\$ 12.61	\$ -	\$ 15.81	\$ 24.67	\$ (11.61)	\$ 9,915.44	\$ 9,915.44
<b>Total</b>	\$ 380,000.00	\$ 375,811.46	\$ (600.77)	\$ 479.10	\$ -	\$ 600.77	\$ 937.50	\$ (441.00)	\$ 376,787.06	\$ 376,787.06

Schedule 8 - Investment Activity

For the period : 6/1/2023 To 6/30/2023

Investment Type	Description	Beginning Balance	Date	Deposits	Withdrawals	Ending Balance
Money Market/Bonds	MIMIF/Municipal Bonds:Varying Maturities,	375,811.46	06/01/2023			
			06/30/2023	126.08		375,937.54
			06/30/2023	18.91		375,956.45
			06/30/2023	50.43		376,006.88
			06/30/2023	88.26		376,095.14
			06/30/2023	44.13		376,139.27
			06/30/2023	31.51		376,170.78
			06/30/2023	63.04		376,233.82
			06/30/2023	44.13		376,277.95
			06/30/2023	12.61		376,290.56
			06/30/2023	246.71		376,537.27
			06/30/2023	37.01		376,574.28
			06/30/2023	98.68		376,672.96
			06/30/2023	172.70		376,845.66
			06/30/2023	86.35		376,932.01
			06/30/2023	61.67		376,993.68
			06/30/2023	123.36		377,117.04
			06/30/2023	86.35		377,203.39
			06/30/2023	24.67		377,228.06
			06/30/2023		116.05	377,112.01
			06/30/2023		17.41	377,094.60
			06/30/2023		46.42	377,048.18
			06/30/2023		81.24	376,966.94
			06/30/2023		40.62	376,926.32
			06/30/2023		29.00	376,897.32
			06/30/2023		58.03	376,839.29
			06/30/2023		40.62	376,798.67
			06/30/2023		11.61	376,787.06
			06/30/2023		158.10	376,628.96
			06/30/2023		23.71	376,605.25
			06/30/2023		63.24	376,542.01
			06/30/2023		110.67	376,431.34
			06/30/2023		55.33	376,376.01
			06/30/2023		39.53	376,336.48

For the period: 6/1/2023 To 6/30/2023

Investment Type	Description	Beginning Balance	Date	Deposits	Withdrawals	Ending Balance
		06/30/2023			79.05	376,257.43
		06/30/2023			55.33	376,202.10
		06/30/2023			15.81	376,186.29
		06/30/2023		158.10		376,344.39
		06/30/2023		23.71		376,368.10
		06/30/2023		63.24		376,431.34
		06/30/2023		110.67		376,542.01
		06/30/2023		55.33		376,597.34
		06/30/2023		39.53		376,636.87
		06/30/2023		79.05		376,715.92
		06/30/2023		55.33		376,771.25
		06/30/2023		15.81		376,787.06
<b>Total</b>				<b>2,017.37</b>	<b>1,041.77</b>	<b>376,787.06</b>

Total All Investments

**2,017.37**      **1,041.77**      **376,787.06**

Fund Name: All Funds

Date Range: 06/01/2023 To 06/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/01/2023	Verizon Wireless	12880	Monthly Cell Tower Lease Payment	(06/02/2023) -	N Verizon Rental	100-34951-	\$ 1,100.00
							<b>\$ 1,100.00</b>
06/02/2023	Jon and Karen Stern	12881*	Sewer Permit Fee	(06/02/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 50.00
							<b>\$ 50.00</b>
06/02/2023	ECTC	12882	1995 Telephone Capital Credits	(06/09/2023) -	N Refunds	100-36240-	\$ 568.46
							<b>\$ 568.46</b>
06/05/2023	Nak Machining & Repair	12883*	CUP Application - Nick Usherwood	(06/09/2023) -	N Zoning and Subdivision Fees	100-34103-	\$ 500.00
							<b>\$ 500.00</b>
06/05/2023	Lakes Area Title	12884	Assessment Search - Inv 23-15	(06/09/2023) -	N Assessment Searches	100-34107-	\$ 25.00
							<b>\$ 25.00</b>
06/05/2023	Nelson Doran Funeral Home	12885	Staking Fee - Rose Olson - Blk 8 Lot 2 S 1/4 of N 1/2	(06/09/2023) -	N Cemetery -Grave openings	100-34941-	\$ 50.00
							<b>\$ 50.00</b>
06/06/2023	Brent Nolby	12886	Land Use Permit	(06/09/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 400.00
							<b>\$ 400.00</b>
06/06/2023	Sandra Grant	12887	New Dog License - Lollie	(06/09/2023) -	N Animal Licenses	100-32240-	\$ 5.00
							<b>\$ 5.00</b>
06/07/2023	Jeff Holcomb	12888	Septic Permit #23-36	(06/09/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 250.00
							<b>\$ 250.00</b>
06/07/2023	William Pendzimas	12889	SSTS and Land Use Permits	(06/09/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 700.00
							<b>\$ 700.00</b>



Fund Name: All Funds

Date Range: 6/01/2023 To 06/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/07/2023	Tom and Karen Schmolli	12890	Land Use Permit #23-37	(06/09/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 700.00
06/08/2023	Harlan Lee Curtis	12891	Land Use Permit - ACH	(06/12/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 250.00
06/09/2023	Crow Wing County	12892	Court Fees	(06/12/2023) -	N Court Fines	100-35101-	\$ 150.00
06/09/2023	Jeffrey Holcomb	12893	Land Use Permit	(06/09/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 229.84
06/09/2023	Chad Genz	12894	Rental of 75 Chairs	(06/09/2023) -	N City/Town Hall Rent	100-34101-	\$ 229.84
06/12/2023	Emily Ace Storage, LLC	12895	Land Use Permit #23-41 - CUP # 23-40	(06/15/2023) -	N Building Permits (Excludes surcharge) Zoning and Subdivision Fees	100-32210- 100-34103-	\$ 550.00
06/12/2023	RZ Plumbing	12897	Land Use and Septic Permits	(06/15/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 700.00
06/12/2023	League of Minnesota Cities	12898	Property Claim - June 20, 2022 Storm Damage to Park Pavilion & 2 Trees	(06/15/2023) -	N Refunds	100-36240-	\$ 700.00
06/12/2023	Township of Ross Lake	12899	Invoice 23-12 Fire Protection	(06/15/2023) -	N Special Fire Protection Services	100-34202-	\$ 7,445.27
06/12/2023	Susan Ball	12901	Inv. 23-23 Assessment Search	(06/15/2023) -	N Assessment Searches	100-34107-	\$ 19,224.97
							\$ 19,224.97
							\$ 25.00
							\$ 25.00

Fund Name: All Funds

Date Range: 06/01/2023 To 06/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/13/2023	Parks Builders, Inc.	12903	Land Use Permit 23-44	(06/15/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 250.00
								<b>\$ 250.00</b>
06/14/2023	Megan Andrews	12904	Solar Permit	(06/20/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 75.00
								<b>\$ 75.00</b>
06/15/2023	Shanda Landes	12905	Copies X 16	(06/16/2023) -	N	Copies/Faxes	100-34112-	\$ 4.00
								<b>\$ 4.00</b>
06/15/2023	Emily Firemen's Relief Association	12906	Donation - Res. 23-20 To Celebrate Emily Day Comm. for fireworks	(06/16/2023) -	N	Contributions and Donations from Private Sources	851-36230-	\$ 5,000.00
								<b>\$ 5,000.00</b>
06/15/2023	Outing Chamber of Commerce	12907	Donation - Res. 23-22 - To Celebrate Emily Day Committee for Fireworks	(06/16/2023) -	N	Contributions and Donations from Private Sources	851-36230-	\$ 5,000.00
								<b>\$ 5,000.00</b>
06/15/2023	KOOP FUNERAL HOME	12908	Cremation Burials - Patricia A. Genz and Eugene Genz	(06/16/2023) -	N	Cemetery -Grave openings	100-34941-	\$ 300.00
								<b>\$ 300.00</b>
06/15/2023	Michael Labore	12909	Staking Fee for Albert Johnson	(06/16/2023) -	N	Cemetery -Grave openings	100-34941-	\$ 50.00
								<b>\$ 50.00</b>
06/16/2023	Linda Van Straaten	12910	Cremation Burial - John Van Straaten Blk 22 Lot 21 N 1/4 of N 1/2	(06/27/2023) -	N	Cemetery -Grave openings	100-34941-	\$ 150.00
								<b>\$ 150.00</b>
06/16/2023	Fairfield Township	12911	Inv. 23-11 Fire and First Response Protection	(06/27/2023) -	N	Special Fire Protection Services	100-34202-	\$ 15,361.76
						First Responder Charges	100-34206-	\$ 3,313.95
								<b>\$ 18,675.71</b>

Fund Name: All Funds

Date Range: 6/01/2023 To 06/30/2023

Date	Remitter	Receipt #	Description	Deposit ID	Void	Account Name	F-A-P	Total
06/20/2023	Crow Wing County	12912	General Property Taxes - 70% Advance	(06/21/2023) -	N	Current Ad Valorem Taxes	100-31010-	\$ 508,028.13
								<b>\$ 508,028.13</b>
06/22/2023	Lakes Area Title	12913	Assessment Search Inv. 23-18	(06/27/2023) -	N	Assessment Searches	100-34107-	\$ 25.00
06/23/2023	Gregg Peppin	12914	Copies X 2	(06/27/2023) -	N	Copies/Faxes	100-34112-	\$ 0.50
06/26/2023	Ronald Gothman	12915	SSTS Permit	(06/27/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 250.00
06/26/2023	Michael Wille	12916	Sewer Permit Fee	(06/27/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 50.00
06/27/2023	Lakes Area Title	12917	Assessment Search Inv. 23-22	(06/30/2023) -	N	Assessment Searches	100-34107-	\$ 25.00
06/27/2023	LITTLE PINE TOWNSHIP	12918	Inv. 23-13 Fire and First Response Protection	(06/30/2023) -	N	Special Fire Protection Services	100-34202-	\$ 11,755.92
06/27/2023	Loren and Vickie Patnode	12919	After the Fact Shed Permit Fee	(06/30/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 1,500.00
06/27/2023	Robert and Karen Trenn	12920	Septic Permit #23-48	(06/30/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 250.00
06/28/2023	Lakes Area Title	12921	Assessment Search Inv. 23-25	(06/30/2023) -	N	Assessment Searches	100-34107-	\$ 250.00
06/28/2023	Randy and Tamara Provart	12922	Land Use and Septic Permits	(06/30/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 500.00
								<b>\$ 1,500.00</b>
								<b>\$ 14,292.00</b>

Fund Name: All Funds

Date Range: 06/01/2023 To 06/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/29/2023	UTILITY BILLING	12923	Sewer Charges	(06/30/2023) -	N Rate Class I	602-37210-	\$ 100.00
06/29/2023	PINE RIVER STATE BANK	12932	Int CR Checking	(06/30/2023) -	N Interest Earning	100-36210-	\$ 69.33
					N Interest Earning	201-36210-	\$ 4.45
					N Interest Earning	204-36210-	\$ 1.01
					N Interest Earning	206-36210-	\$ 4.05
					N Interest Earning	211-36210-	\$ 0.10
					N Interest Earning	225-36210-	\$ 7.29
					N Interest Earning	226-36210-	\$ 3.14
					N Interest Earning	228-36210-	\$ 0.20
					N Interest Earning	306-36210-	\$ 0.10
					N Interest Earning	404-36210-	\$ 4.25
					N Interest Earning	407-36210-	\$ 0.20
					N Interest Earning	409-36210-	\$ 0.30
					N Interest Earning	413-36210-	\$ 0.91
					N Interest Earning	414-36210-	\$ 0.50
					N Interest Earning	415-36210-	\$ 1.62
					N Interest Earning	602-36210-	\$ 3.84
							<b>\$ 101.29</b>
06/30/2023	MN Fire Training	12924	Fire Training Reimbursement	(06/30/2023) -	N Fire Training Reimbursement	100-33431-	\$ 650.00
06/30/2023	Jon Stern	12925*	Small Cities Revolving Loan	(06/30/2023) -	N State MIF Business Loans COVID-19	204-36203-15	\$ 167.51
06/30/2023	Pershing	12926	Int CR Investments - MMMF and Muni Bonds	(06/30/2023) -	N Interest Earning	100-36210-	\$ 126.08
					N Interest Earning	100-36210-	\$ 246.71
					N Interest Earning	225-36210-	\$ 37.01
					N Interest Earning	225-36210-	\$ 18.91
					N Interest Earning	226-36210-	\$ 50.43
					N Interest Earning	226-36210-	\$ 98.68
					N Interest Earning	404-36210-	\$ 172.70
					N Interest Earning	404-36210-	\$ 88.26
					N Interest Earning	407-36210-	\$ 44.13
					N Interest Earning	407-36210-	\$ 86.35
					N Interest Earning	409-36210-	\$ 61.67

Fund Name: All Funds

Date Range: 06/01/2023 To 06/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/30/2023	Pershing	12927	Sale of Investments	(06/30/2023) -	N Sale of Investment	100-39990-	\$ 158.10
					Sale of Investment	225-39990-	\$ 23.71
					Sale of Investment	226-39990-	\$ 63.24
					Sale of Investment	404-39990-	\$ 110.67
					Sale of Investment	407-39990-	\$ 55.33
					Sale of Investment	409-39990-	\$ 39.53
					Sale of Investment	415-39990-	\$ 79.05
					Sale of Investment	416-39990-	\$ 55.33
					Sale of Investment	602-39990-	\$ 15.81
							<b>\$ 600.77</b>
06/30/2023	Money Market/Bonds	IAW10763	Deposit from Money Market/Bonds	(06/30/2023)-	N Sale of Investment	100-39990-	\$ 116.05
06/30/2023	Money Market/Bonds	IAW10764	Deposit from Money Market/Bonds	(06/30/2023)-	N Sale of Investment	225-39990-	\$ 17.41
06/30/2023	Money Market/Bonds	IAW10765	Deposit from Money Market/Bonds	(06/30/2023)-	N Sale of Investment	226-39990-	\$ 46.42
06/30/2023	Money Market/Bonds	IAW10766	Deposit from Money Market/Bonds	(06/30/2023)-	N Sale of Investment	404-39990-	\$ 81.24
06/30/2023	Money Market/Bonds	IAW10767	Deposit from Money Market/Bonds	(06/30/2023)-	N Sale of Investment	407-39990-	\$ 40.62
							<b>\$ 40.62</b>

Fund Name: All Funds

Date Range: 06/01/2023 To 06/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/30/2023	Money Market/Bonds	IAW10768	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	409-39990-	\$ 29.00
								<u>\$ 29.00</u>
06/30/2023	Money Market/Bonds	IAW10769	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	415-39990-	\$ 58.03
								<u>\$ 58.03</u>
06/30/2023	Money Market/Bonds	IAW10770	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	416-39990-	\$ 40.62
								<u>\$ 40.62</u>
06/30/2023	Money Market/Bonds	IAW10771	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	602-39990-	\$ 11.61
								<u>\$ 11.61</u>
06/30/2023	Money Market/Bonds	IAW10772	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	100-39990-	\$ 158.10
								<u>\$ 158.10</u>
06/30/2023	Money Market/Bonds	IAW10773	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	225-39990-	\$ 23.71
								<u>\$ 23.71</u>
06/30/2023	Money Market/Bonds	IAW10774	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	226-39990-	\$ 63.24
								<u>\$ 63.24</u>
06/30/2023	Money Market/Bonds	IAW10775	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	404-39990-	\$ 110.67
								<u>\$ 110.67</u>
06/30/2023	Money Market/Bonds	IAW10776	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	407-39990-	\$ 55.33
								<u>\$ 55.33</u>
06/30/2023	Money Market/Bonds	IAW10777	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	409-39990-	\$ 39.53
								<u>\$ 39.53</u>

Fund Name: All Funds

Date Range: 06/01/2023 To 06/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/30/2023	Money Market/Bonds	IAW10778	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	415-39990-	\$ 79.05
06/30/2023	Money Market/Bonds	IAW10779	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	416-39990-	\$ 55.33
06/30/2023	Money Market/Bonds	IAW10780	Deposit from Money Market/Bonds	(06/30/2023)-	N	Sale of Investment	602-39990-	\$ 15.81
<b>Total for Selected Receipts</b>								<b>\$ 15.81</b>
								<b>\$ 591,386.82</b>

Date Range : 6/29/2023 To 7/5/2023

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
07/05/2023	Minnesota Child Support Payment Ctr	Garnishment: ID 0014019010 Locator Code 27 Lump Sum Pay Date 7/5/2023	70791	\$451.29	100-42123-101-	Patrol	\$451.29
07/05/2023	NORTHLAND PRESS	Inv. 2023-593,-432:Police Chief Ad, Planning Comm. Public Hearing	70792	\$279.35			
07/05/2023	AFLAC	Monthly employee ins coverage Inv. #233383	70793	\$31.68	100-42110-341- 100-41910-351-	Police Administration Planning and Zoning	\$208.10 \$71.25
07/05/2023	Verizon	Police - Inv. #9938002708	70794	\$29.13	100-43110-101-	Maintenance-Shop	\$31.68
				\$791.45	100-42110-321-	Police Administration	\$29.13

**Total For Selected Claims**

**\$791.45**



For the payroll period ending: 07/05/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-43110-101	301	Stalker, Damien R.	489.96
<b>Account Total</b>			<b>489.96</b>
100-42123-101	301	Stalker, Damien R.	4,409.61
<b>Account Total</b>			<b>4,409.61</b>
100-43110-101			
Unallocated (Due to rounding)			\$0.00
<b>Total For Period</b>			<b>\$4,899.57</b>

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

For the payroll period ending: 07/05/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41425-101	85	Johnson, Cari E.	1,400.00
	914	Prokott, Amy J	855.14
		<b>Account Total</b>	<b>2,345.14</b>
100-41425-103	909	Fahrendorff, Susan E	51.32
	927	Henderson, Jack H	751.49
		<b>Account Total</b>	<b>802.81</b>
100-41910-103	909	Fahrendorff, Susan E	899.14
		<b>Account Total</b>	<b>899.14</b>
100-41941-101	451	Foster, Brian D	262.45
	502	Spindler, Calen Chris	234.16
		<b>Account Total</b>	<b>496.61</b>
100-41941-103	915	Beattie, Richard F	28.19
	925	Soukup, Richard C	26.75
		<b>Account Total</b>	<b>54.94</b>
100-43110-101	451	Foster, Brian D	584.48
	502	Spindler, Calen Chris	507.35
		<b>Account Total</b>	<b>1,091.83</b>
100-43110-103	915	Beattie, Richard F	56.39
	925	Soukup, Richard C	54.10
		<b>Account Total</b>	<b>110.49</b>
100-43121-101	451	Foster, Brian D	563.55
	502	Spindler, Calen Chris	707.48
		<b>Account Total</b>	<b>1,271.03</b>
100-43121-103	915	Beattie, Richard F	140.97
	925	Soukup, Richard C	243.16
		<b>Account Total</b>	<b>384.13</b>
100-43240-101	451	Foster, Brian D	61.19
	502	Spindler, Calen Chris	98.35
		<b>Account Total</b>	<b>159.54</b>
100-45202-101	451	Foster, Brian D	40.25
		<b>Account Total</b>	<b>40.25</b>
100-45202-103	915	Beattie, Richard F	183.05
	925	Soukup, Richard C	175.68
		<b>Account Total</b>	<b>358.73</b>
100-49010-101	451	Foster, Brian D	80.51
		<b>Account Total</b>	<b>80.51</b>
100-49010-103	925	Soukup, Richard C	108.20
		<b>Account Total</b>	<b>108.20</b>
602-49450-101	451	Foster, Brian D	17.71
	502	Spindler, Calen Chris	18.73
		<b>Account Total</b>	<b>36.44</b>
602-49490-101	914	Prokott, Amy J	202.69
		<b>Account Total</b>	<b>202.69</b>

For the payroll period ending: 07/05/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
1 110-101		Unallocated (Due to rounding)	\$0.01
<b>Total For Period</b>			<b>\$8,437.49</b>

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<b>Andrew D Hemphill</b>	<b>City Council/Town Board</b>	<b>Date</b>
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<b>Bryce L Butcher</b>	<b>City Council/Town Board</b>	<b>Date</b>
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<b>GERHART L. HANSON, JR</b>	<b>City Council/Town Board</b>	<b>Date</b>
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<b>Gregory A Koch</b>	<b>City Council/Town Board</b>	<b>Date</b>
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<b>TRACY ALLEN JONES</b>	<b>City Council/Town Board, Mayor</b>	<b>Date</b>
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For the payroll period ending: 07/05/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41910-114	916	Bartel, Lynda C	1
	926	Hughes, Faye A	36.94
	722	JOHNSON, DAVID P	36.94
	924	Rheaume, Patrick T	36.94
	718	SPIESS, WILLIAM F	36.94
	87	Vukelich, Denise L	36.94
<b>Account Total</b>			<b>221.64</b>
100-43110-101			
	Unallocated (Due to rounding)		\$0.00
<b>Total For Period</b>			<b>\$221.64</b>

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

Fund Name: All Funds  
 Date Range: 06/14/2023 To 06/30/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
06/14/2023	CROW WING COUNTY SHERIFFS OFFICE	60565	Inv. 6051: LETG Base and Mobile Fees - Police Department	N	Patrol	100-42123-309-	\$ 1,965.00
<b>Total For Check 60565</b>							<b>\$ 1,965.00</b>
06/14/2023	CROW WING POWER	60566	Monthly - 6-7-23 Invoices	N	City Hall	100-41941-381-	\$ 33.24
		60566				100-41941-381-	\$ 548.76
		60566			Fire Stations and Buildings	100-42280-381-	\$ 106.01
		60566			Maintenance-Shop	100-43110-381-	\$ 50.84
		60566				100-43110-381-	\$ 26.40
		60566				100-43110-381-	\$ 108.10
		60566			Street Lighting	100-43160-381-	\$ 291.00
		60566			Park Areas	100-45202-381-	\$ 24.91
		60566				100-45202-381-	\$ 24.36
		60566			Cemetery	100-49010-381-	\$ 36.42
		60566			Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 32.42
		60566				602-49470-381-	\$ 32.21
		60566				602-49470-381-	\$ 45.37
<b>Total For Check 60566</b>							<b>\$ 1,360.04</b>
06/14/2023	Sourcewell	60567	Planning and Zoning Services for May - Inv. 00001851	N	Planning and Zoning	100-41910-311-	\$ 1,732.50
<b>Total For Check 60567</b>							<b>\$ 1,732.50</b>
06/16/2023	MINNESOTA REVENUE	330710	State Withholding - 6/7/23 Payroll	N	Clerk	100-41425-172-	\$ 123.59
		330710			Planning and Zoning	100-41910-172-	\$ 10.64
		330710			City Hall	100-41941-172-	\$ 15.10
		330710			Maintenance-Shop	100-43110-172-	\$ 59.46
		330710			Paved Streets	100-43121-172-	\$ 67.84
		330710			Waste (Refuse) Disposal	100-43240-172-	\$ 15.79
		330710			Park Areas	100-45202-172-	\$ 29.72
		330710			Cemetery	100-49010-172-	\$ 29.31
		330710			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 1.98
		330710			Sewer Utilities - Administration and General	602-49490-172-	\$ 4.91
<b>Total For Check 330710</b>							<b>\$ 358.34</b>

Fund Name: All Funds

Date Range: 06/14/2023 To 06/30/2023

Date: 06/20/2023 Vendor: PERA

Check #	Description	Void	Account Name	F-A-O-P	Total
330708	Retirement contributions - 6/7/23 Payroll	N	Clerk	100-41425-101-	\$ 245.45
330708				100-41425-103-	\$ 5.88
330708				100-41425-121-	\$ 6.78
330708				100-41425-121-	\$ 283.22
330708			Planning and Zoning	100-41910-103-	\$ 67.57
330708			City Hall	100-41910-121-	\$ 77.97
330708			Maintenance-Shop	100-41941-101-	\$ 24.33
330708			Maintenance-Shop	100-41941-121-	\$ 28.08
330708			Maintenance-Shop	100-43110-101-	\$ 94.22
330708			Maintenance-Shop	100-43110-121-	\$ 108.71
330708			Paved Streets	100-43121-101-	\$ 86.12
330708			Paved Streets	100-43121-121-	\$ 99.36
330708			Waste (Refuse) Disposal	100-43240-101-	\$ 25.90
330708			Waste (Refuse) Disposal	100-43240-121-	\$ 29.89
330708			Park Areas	100-45202-101-	\$ 29.48
330708			Park Areas	100-45202-121-	\$ 34.02
330708			Cemetery	100-49010-101-	\$ 35.86
330708			Cemetery	100-49010-121-	\$ 41.38
330708			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 3.28
330708			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-121-	\$ 3.78
330708			Sewer Utilities - Administration and General	602-49490-101-	\$ 12.37
330708			Sewer Utilities - Administration and General	602-49490-121-	\$ 14.27
<b>330708</b>					<b>\$ 1,357.92</b>
60568	Regular Payroll - 6-7 to 6-20	N	City Hall	100-41941-103-	\$ 13.52
60568			Paved Streets	100-43121-103-	\$ 241.38
60568			Park Areas	100-45202-103-	\$ 241.38
60568			Cemetery	100-49010-103-	\$ 147.41
<b>60568</b>					<b>\$ 643.69</b>
60569	Regular Payroll - 6-7 to 6-20	N	Clerk	100-41425-103-	\$ 135.92
60569			Planning and Zoning	100-41910-103-	\$ 814.54
<b>60569</b>					<b>\$ 950.46</b>
60570	Regular Payroll - 6-7 to 6-20	N	City Hall	100-41941-101-	\$ 248.26
60570			Maintenance-Shop	100-43110-101-	\$ 331.61
60570			Paved Streets	100-43121-101-	\$ 652.58
60570			Waste (Refuse) Disposal	100-43240-103-	\$ 21.28
60570			Park Areas	100-45202-101-	\$ 207.48

Fund Name: All Funds

Date Range: 03/14/2023 To 06/30/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
		60570			Cemetery	100-49010-103-	\$ 166.69
		60570			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-103-	\$ 145.41
		<b>60570</b>					<b>\$ 1,773.31</b>
06/21/2023	Payroll Period Ending 06/21/2023	60571	Regular Payroll - 6-7 to 6-20	N	Clerk	100-41425-104-	\$ 515.87
		<b>60571</b>					<b>\$ 515.87</b>
06/21/2023	Payroll Period Ending 06/21/2023	60572	Regular Payroll - 6-7 to 6-20	N	Clerk	100-41425-101-	\$ 1,866.47
		<b>60572</b>					<b>\$ 1,866.47</b>
06/21/2023	Payroll Period Ending 06/21/2023	60573	Regular Payroll - 6-7 to 6-20	N	Clerk	100-41425-101-	\$ 914.62
		60573			Sewer Utilities - Administration and General	602-49490-101-	\$ 323.03
		<b>60573</b>					<b>\$ 1,237.65</b>
06/21/2023	Payroll Period Ending 06/21/2023	60574	Regular Payroll - 6-7 to 6-20	N	City Hall	100-41941-103-	\$ 13.30
		60574			Maintenance-Shop	100-43110-103-	\$ 13.30
		60574			Paved Streets	100-43121-103-	\$ 237.27
		60574			Park Areas	100-45202-103-	\$ 264.62
		60574			Cemetery	100-49010-103-	\$ 144.88
		60574			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-103-	\$ 65.79
		<b>60574</b>					<b>\$ 739.16</b>
06/21/2023	Payroll Period Ending 06/21/2023	60575	Regular Payroll - 6-7 to 6-20	N	City Hall	100-41941-101-	\$ 177.71
		60575			Maintenance-Shop	100-43110-101-	\$ 355.41
		60575			Paved Streets	100-43110-101-	\$ (0.01)
		60575			Waste (Refuse) Disposal	100-43121-101-	\$ 630.05
		60575			Park Areas	100-43240-101-	\$ 38.77
		60575			Cemetery	100-45202-101-	\$ 117.93
		60575			Sewer Utilities - Sanitary Sewer Maintenance	100-49010-101-	\$ 158.32
		60575				602-49450-101-	\$ 137.32
		<b>60575</b>					<b>\$ 1,615.50</b>
06/21/2023	EMILY SAND & GRAVEL	60578*	Inv. 027232 - 3000 Yards of Class 5, including loading and storage on site	N	Unpaved Streets	100-43122-224-	\$ 33,000.00
		<b>60578</b>					<b>\$ 33,000.00</b>

Fund Name: All Funds

Date Range: 06/14/2023 To 06/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
06/21/2023	CITY OF FIFTY LAKES	60579	2023 Annual Rd Maint - Buchite Road - 6/13/23 Invoice	N	Unpaved Streets	100-43122-404-	\$ 750.00
	<b>Total For Check</b>	<b>60579</b>					<b>\$ 750.00</b>
06/21/2023	CELEBRATE EMILY DAY COMMITTEE	60580	2023 Emily Day Fireworks - Outing Chamber and Fire Relief donations - Res 23-20/23-22	N	Emily Day (pass through)	851-49050-490-	\$ 10,000.00
	<b>Total For Check</b>	<b>60580</b>					<b>\$ 10,000.00</b>
06/21/2023	Thomson Reuters - West	60581	Investigative Suite Subscription - Inv. 848426919	N	Police Administration	100-42110-309-	\$ 113.52
	<b>Total For Check</b>	<b>60581</b>					<b>\$ 113.52</b>
06/21/2023	Minnesota Life Insurance Company	60582	July 2023 Life Ins - Billing Date 6-20-23 - Policy #0023198	N	Clerk	100-41425-101-	\$ 24.00
		60582			Maintenance-Shop	100-41425-133-	\$ 11.90
		60582				100-43110-133-	\$ 11.90
	<b>Total For Check</b>	<b>60582</b>					<b>\$ 47.80</b>
06/21/2023	CUYUNA REGIONAL MEDICAL CENTER	60583	Guarantor # 80002493 - Preemployment Drug Tests - Henderson	N	Clerk	100-41425-306-	\$ 56.00
	<b>Total For Check</b>	<b>60583</b>					<b>\$ 56.00</b>
06/21/2023	PEOPLESERVICE, INC.	60584	Inv. 0043173 - July 2023 Wastewater Operating Services	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-407-	\$ 2,090.00
	<b>Total For Check</b>	<b>60584</b>					<b>\$ 2,090.00</b>
06/21/2023	Verizon	60585	Police and Shop - Inv. #9937208663	N	Police Administration	100-42110-321-	\$ (51.60)
		60585			Maintenance-Shop	100-43110-321-	\$ 103.74
	<b>Total For Check</b>	<b>60585</b>					<b>\$ 52.14</b>
06/21/2023	Tri-County Septic Inspection	60586	6-20:SeptDesRev: 40411Pinewood Dr	N	Planning and Zoning	100-41910-310-	\$ 25.00
	<b>Total For Check</b>	<b>60586</b>					<b>\$ 25.00</b>
06/27/2023	FEDERAL WITHHOLDING/ON LINE	330706	Federal Withholding - 6/21/23 Payroll	N	Council/Town Board	100-41110-103-	\$ 106.80
		330706				100-41110-122-	\$ 86.55
		330706				100-41110-135-	\$ 20.25
		330706			Mayor	100-41310-103-	\$ 42.08



Fund Name: All Funds

Date Range: 06/14/2023 To 06/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		330706				100-41310-122-	\$ 34.10
		330706				100-41310-135-	\$ 7.98
		330706			Clerk	100-41425-101-	\$ 289.28
		330706				100-41425-103-	\$ 12.25
		330706				100-41425-104-	\$ 44.22
		330706				100-41425-122-	\$ 35.84
		330706				100-41425-122-	\$ 9.93
		330706				100-41425-122-	\$ 234.45
		330706				100-41425-135-	\$ 54.83
		330706				100-41425-135-	\$ 2.32
		330706				100-41425-135-	\$ 8.38
		330706				100-41425-171-	\$ 4.53
		330706			Planning and Zoning	100-41425-171-	\$ 236.32
		330706				100-41910-103-	\$ 73.43
		330706				100-41910-122-	\$ 59.51
		330706				100-41910-135-	\$ 13.92
		330706			City Hall	100-41941-101-	\$ 43.89
		330706				100-41941-103-	\$ 2.40
		330706				100-41941-122-	\$ 1.94
		330706				100-41941-122-	\$ 35.57
		330706				100-41941-135-	\$ 8.32
		330706				100-41941-135-	\$ 0.46
		330706				100-41941-171-	\$ 1.04
		330706				100-41941-171-	\$ 34.37
		330706			Civil Defense Expenditures	100-42501-103-	\$ 3.06
		330706				100-42501-122-	\$ 2.48
		330706				100-42501-135-	\$ 0.58
		330706			Maintenance-Shop	100-43110-101-	\$ 70.08
		330706				100-43110-103-	\$ 1.20
		330706				100-43110-122-	\$ 0.97
		330706				100-43110-122-	\$ 56.81
		330706				100-43110-135-	\$ 13.24
		330706				100-43110-135-	\$ 0.23
		330706				100-43110-171-	\$ 0.60
		330706				100-43110-171-	\$ 49.19
		330706			Paved Streets	100-43121-101-	\$ 131.26
		330706				100-43121-103-	\$ 42.67
		330706				100-43121-122-	\$ 34.58
		330706				100-43121-122-	\$ 106.38
		330706				100-43121-135-	\$ 24.88
		330706				100-43121-135-	\$ 8.09
		330706				100-43121-171-	\$ 18.68
		330706				100-43121-171-	\$ 94.86

Fund Name: All Funds

Date Range: 06/14/2023 To 06/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check #</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
			330706		Waste (Refuse) Disposal	100-43240-101-	\$ 3.78
			330706			100-43240-103-	\$ 2.28
			330706			100-43240-122-	\$ 1.85
			330706			100-43240-122-	\$ 3.06
			330706			100-43240-135-	\$ 0.72
			330706			100-43240-135-	\$ 0.43
			330706			100-43240-171-	\$ 2.52
			330706		Library	100-43240-171-	\$ 1.08
			330706			100-45187-103-	\$ 19.13
			330706			100-45187-122-	\$ 15.50
			330706			100-45187-135-	\$ 3.63
			330706			100-45187-171-	\$ 20.00
			330706		Park Areas	100-45202-101-	\$ 33.70
			330706			100-45202-103-	\$ 45.13
			330706			100-45202-122-	\$ 36.57
			330706			100-45202-122-	\$ 27.31
			330706			100-45202-135-	\$ 6.39
			330706			100-45202-135-	\$ 8.56
			330706			100-45202-171-	\$ 19.92
			330706			100-45202-171-	\$ 27.87
			330706		Cemetery	100-49010-101-	\$ 15.44
			330706			100-49010-103-	\$ 43.89
			330706			100-49010-122-	\$ 35.57
			330706			100-49010-122-	\$ 12.51
			330706			100-49010-135-	\$ 2.93
			330706			100-49010-135-	\$ 8.32
			330706			100-49010-171-	\$ 4.39
			330706			100-49010-171-	\$ 31.17
			330706		Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 13.39
			330706			602-49450-103-	\$ 21.47
			330706			602-49450-122-	\$ 17.40
			330706			602-49450-122-	\$ 10.85
			330706			602-49450-135-	\$ 2.54
			330706			602-49450-135-	\$ 4.07
			330706			602-49450-171-	\$ 20.22
			330706			602-49450-171-	\$ 3.81
			330706		Sewer Utilities - Administration and General	602-49490-101-	\$ 31.87
			330706			602-49490-122-	\$ 25.83
			330706			602-49490-135-	\$ 6.04
			330706			602-49490-171-	\$ 10.89

Fund Name: All Funds

Date Range: 5/14/2023 To 06/30/2023

Date Vendor Total For Check Check #

Date	Vendor	Total For Check	Check #	Description	Void	Account Name	F-A-O-P	Total
06/28/2023	Wex Bank	330706	60587	Inv. 89802225 - Fuel - Road Equip, Fire, Diesel Fuel Tank	N	Fire Fighting	100-42220-212-	\$ 220.81
			60587			Road and Bridge Equipment	100-43126-212-	\$ 966.05
			60587			Waste (Refuse) Disposal	100-43126-212-	\$ 41.40
			60587			Park Areas	100-43240-212-	\$ 41.40
			60587			Cemetery	100-45202-212-	\$ 41.40
			60587			Sewer Utilities - Sanitary Sewer Maintenance	100-49010-212-	\$ 27.60
			60587				602-49450-212-	\$ 41.40
		<b>Total For Check</b>	<b>60587</b>					<b>\$ 1,380.06</b>
06/28/2023	Short Elliott Hendrickson, Inc.	60588	60588	Inv. 448022 - Emily 2024 Road Improvements Feasibility Study Progress Payment	N	Paved Streets	201-43121-303-	\$ 1,200.00
		<b>Total For Check</b>	<b>60588</b>					<b>\$ 1,200.00</b>
06/28/2023	Jack Henderson	60589	60589	Mileage Reimbursement - Audit documents to Auditor	N	Clerk	100-41425-331-	\$ 33.93
		<b>Total For Check</b>	<b>60589</b>					<b>\$ 33.93</b>
06/28/2023	Colonial Life	60590	60590	Employee paid insurance - Inv # 47086730605345	N	Clerk	100-41425-101-	\$ 76.72
		<b>Total For Check</b>	<b>60590</b>					<b>\$ 76.72</b>
06/28/2023	Beachcombers LLC	60591*	60591*	Refund of denied Land Use Permit #23-22	N	Planning and Zoning	100-41910-810-	\$ 150.00
		<b>Total For Check</b>	<b>60591</b>					<b>\$ 150.00</b>
06/28/2023	MCFOA	60592	60592	Membership Fees 7/1/23 - Johnson and Prokott - Invs. 00485 and 00239	N	Clerk	100-41425-433-	\$ 100.00
		<b>Total For Check</b>	<b>60592</b>					<b>\$ 100.00</b>
06/28/2023	Tri-County Septic Inspection	60593	60593	6-27-SepticDesRev-Anderson,Fri esner, Trenn,Dols	N	Planning and Zoning	100-41910-310-	\$ 100.00
		<b>Total For Check</b>	<b>60593</b>					<b>\$ 100.00</b>
06/28/2023	Canon Financial Services, Inc.	60594	60594	COPIER LEASE- 6/20/23 Inv. #30723659	N	Clerk	100-41425-413-	\$ 148.93
		<b>Total For Check</b>	<b>60594</b>					<b>\$ 148.93</b>

Fund Name: All Funds

Date Range: 06/14/2023 To 06/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
06/28/2023	Aramark	60595	Rugs and Towels - Invs.2530150781,2530150780- CityHall/FireHall	N	City Hall	100-41941-418-	\$ 146.25
		<b>60595</b>			Fire Stations and Buildings	100-42280-418-	\$ 46.83
		<b>Total For Check</b>					<b>\$ 193.08</b>
06/28/2023	QUJILL	60596	Invs. 32989663,33026242 - Planning and Zoning Office Supplies	N	Council/Town Board	100-41110-201-	\$ 17.99
		60596			Clerk	100-41425-201-	\$ 39.75
		60596			Maintenance-Shop	100-43110-201-	\$ 12.38
		<b>60596</b>					<b>\$ 70.12</b>
06/28/2023	AUTO VALUE	60597	6/25/23 Statement: Road/Bridge Repair Supp, Shop Materials, Brush Dump Sm Tools	N	Maintenance-Shop	100-43110-215-	\$ 104.95
		60597			Road and Bridge Equipment	100-43126-221-	\$ 84.96
		60597			Waste (Refuse) Disposal	100-43240-240-	\$ 136.12
		<b>60597</b>					<b>\$ 326.03</b>
06/28/2023	CULLIGAN	60598	Invs:150X01445600 Hall Softener equip rental and Shop water	N	City Hall	100-41941-416-	\$ 99.38
		60598			Maintenance-Shop	100-43110-416-	\$ 16.11
		<b>60598</b>					<b>\$ 115.49</b>
06/28/2023	Payroll Period Ending 06/28/2023	60599	First Responder Payroll After Resignation	N	Other Protection-1st Response	100-42860-112-	\$ 1,130.14
		<b>60599</b>					<b>\$ 1,130.14</b>
06/30/2023	MINNESOTA REVENUE	330711	State Withholding - 6/21/23 Payroll	N	Council/Town Board	100-41110-172-	\$ 1.23
		330711			Clerk	100-41425-172-	\$ 159.01
		330711			Planning and Zoning	100-41910-172-	\$ 9.48
		330711			City Hall	100-41941-172-	\$ 26.29
		330711			Maintenance-Shop	100-43110-172-	\$ 40.14
		330711			Paved Streets	100-43121-172-	\$ 92.20
		330711			Waste (Refuse) Disposal	100-43240-172-	\$ 3.34
		330711			Park Areas	100-45202-172-	\$ 38.33
		330711			Cemetery	100-49010-172-	\$ 29.68
		330711			Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 19.03

Fund Name: All Funds

Date Range: 5/14/2023 To 06/30/2023

Date Vendor

Check #

Description

Void

Account Name

F-A-O-P

Total

330711 \$ 13.59

Total For Check 330711

\$ 432.32

06/30/2023 Pershing

330712

Purchase of Investments

N

Purchase of Investments

100-49350-800-

\$ 158.10

330712

225-49350-800-

\$ 23.71

330712

226-49350-800-

\$ 63.24

330712

404-49350-800-

\$ 110.67

330712

407-49350-800-

\$ 55.33

330712

409-49350-800-

\$ 39.53

330712

415-49350-800-

\$ 79.05

330712

416-49350-800-

\$ 55.33

330712

602-49350-800-

\$ 15.81

Total For Check 330712

\$ 600.77

06/30/2023 Pershing

330713

Muni Bonds Loss

N

Unrealized Investment Loss

100-49301-800-

\$ 116.05

330713

225-49301-800-

\$ 17.41

330713

226-49301-800-

\$ 46.42

330713

404-49301-800-

\$ 81.24

330713

407-49301-800-

\$ 40.62

330713

409-49301-800-

\$ 29.00

330713

415-49301-800-

\$ 58.03

330713

416-49301-800-

\$ 40.62

330713

602-49301-800-

\$ 11.61

Total For Check 330713

\$ 441.00

06/30/2023 Money Market/Bonds

IAD2766

Deposit Into Money Market/Bonds

N

Purchase of Investments

100-49350-800-

\$ 126.08

Total For Check IAD2766

\$ 126.08

06/30/2023 Money Market/Bonds

IAD2767

Deposit Into Money Market/Bonds

N

Purchase of Investments

225-49350-800-

\$ 18.91

Total For Check IAD2767

\$ 18.91

06/30/2023 Money Market/Bonds

IAD2768

Deposit Into Money Market/Bonds

N

Purchase of Investments

226-49350-800-

\$ 50.43

Total For Check IAD2768

\$ 50.43

06/30/2023 Money Market/Bonds

IAD2769

Deposit Into Money Market/Bonds

N

Purchase of Investments

404-49350-800-

\$ 88.26

Total For Check IAD2769

\$ 88.26

Fund Name: All Funds

Date Range: 06/14/2023 To 06/30/2023

Date Vendor Check #  
06/30/2023 Money Market/Bonds IAD2770

Total For Check IAD2770

06/30/2023 Money Market/Bonds IAD2771

Total For Check IAD2771

06/30/2023 Money Market/Bonds IAD2772

Total For Check IAD2772

06/30/2023 Money Market/Bonds IAD2773

Total For Check IAD2773

06/30/2023 Money Market/Bonds IAD2774

Total For Check IAD2774

06/30/2023 Money Market/Bonds IAD2775

Total For Check IAD2775

06/30/2023 Money Market/Bonds IAD2776

Total For Check IAD2776

06/30/2023 Money Market/Bonds IAD2777

Total For Check IAD2777

06/30/2023 Money Market/Bonds IAD2778

Total For Check IAD2778

06/30/2023 Money Market/Bonds IAD2779

Total For Check IAD2779

06/30/2023 Money Market/Bonds IAD2780

Description	Void	Account Name	F-A-O-P	Total
Deposit Into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 44.13
Deposit Into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 31.51
Deposit Into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 63.04
Deposit Into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 44.13
Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 12.61
Deposit Into Money Market/Bonds	N	Purchase of Investments	100-49350-800-	\$ 246.71
Deposit Into Money Market/Bonds	N	Purchase of Investments	225-49350-800-	\$ 37.01
Deposit Into Money Market/Bonds	N	Purchase of Investments	226-49350-800-	\$ 98.68
Deposit Into Money Market/Bonds	N	Purchase of Investments	404-49350-800-	\$ 172.70
Deposit Into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 86.35
Deposit Into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 61.67

Fund Name: All Funds

Date Range: 06/14/2023 To 06/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Total For Check</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
06/30/2023	Money Market/Bonds		IAD2781	Deposit Into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 123.36
		<b>Total For Check</b>	<b>IAD2781</b>					<b>\$ 123.36</b>
06/30/2023	Money Market/Bonds		IAD2782	Deposit Into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 86.35
		<b>Total For Check</b>	<b>IAD2782</b>					<b>\$ 86.35</b>
06/30/2023	Money Market/Bonds		IAD2783	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 24.67
		<b>Total For Check</b>	<b>IAD2783</b>					<b>\$ 24.67</b>
06/30/2023	Money Market/Bonds		IAD2784	Deposit Into Money Market/Bonds	N	Purchase of Investments	100-49350-800-	\$ 158.10
		<b>Total For Check</b>	<b>IAD2784</b>					<b>\$ 158.10</b>
06/30/2023	Money Market/Bonds		IAD2785	Deposit Into Money Market/Bonds	N	Purchase of Investments	225-49350-800-	\$ 23.71
		<b>Total For Check</b>	<b>IAD2785</b>					<b>\$ 23.71</b>
06/30/2023	Money Market/Bonds		IAD2786	Deposit Into Money Market/Bonds	N	Purchase of Investments	226-49350-800-	\$ 63.24
		<b>Total For Check</b>	<b>IAD2786</b>					<b>\$ 63.24</b>
06/30/2023	Money Market/Bonds		IAD2787	Deposit Into Money Market/Bonds	N	Purchase of Investments	404-49350-800-	\$ 110.67
		<b>Total For Check</b>	<b>IAD2787</b>					<b>\$ 110.67</b>
06/30/2023	Money Market/Bonds		IAD2788	Deposit Into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 55.33
		<b>Total For Check</b>	<b>IAD2788</b>					<b>\$ 55.33</b>
06/30/2023	Money Market/Bonds		IAD2789	Deposit Into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 39.53
		<b>Total For Check</b>	<b>IAD2789</b>					<b>\$ 39.53</b>
06/30/2023	Money Market/Bonds		IAD2790	Deposit Into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 79.05
		<b>Total For Check</b>	<b>IAD2790</b>					<b>\$ 79.05</b>

Fund Name: All Funds

Date Range: 06/14/2023 To 06/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
06/30/2023	Money Market/Bonds	IAD2791	Deposit Into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 55.33
<b>Total For Check</b>							<b>\$ 55.33</b>
06/30/2023	Money Market/Bonds	IAD2792	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 15.81
<b>Total For Check</b>							<b>\$ 15.81</b>
<b>Total For Selected Checks</b>							<b>\$ 73,533.16</b>



6/30/2023

## General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Current Ad Valorem Taxes	655,623.92	527,479.48	(128,144.44)
Delinquent Ad Valorem Taxes	7,950.00	1,496.86	(6,453.14)
Mobile Home Tax	5.00	19.68	14.68
Fiscal Disparities	1,000.00	80.11	(919.89)
<b>Total Acct 310</b>	<b>664,578.92</b>	<b>529,076.13</b>	<b>(135,502.79)</b>
Franchise Taxes	1,875.00	0.00	(1,875.00)
Severed Mineral Tax	107.50	0.00	(107.50)
<b>Total Acct 318</b>	<b>1,982.50</b>	<b>0.00</b>	<b>(1,982.50)</b>
Penalties and Interest on Ad valorem Taxes	1,282.50	481.02	(801.48)
Forfeited Tax Sale Apportionments	2,700.00	4,763.55	2,063.55
Principal on Special Assessments	0.00	0.00	0.00
Penalties and Interest on Special Assessments	17.50	0.00	(17.50)
<b>Total Acct 319</b>	<b>4,000.00</b>	<b>5,244.57</b>	<b>1,244.57</b>
Licenses & Permits	50.00	0.00	(50.00)
Alcoholic Beverages	3,627.50	50.00	(3,577.50)
Rental Dwelling License	1,750.00	1,100.00	(650.00)
Right-of-Way Management	0.00	0.00	0.00
<b>Total Acct 321</b>	<b>5,427.50</b>	<b>1,150.00</b>	<b>(4,277.50)</b>
Building Permits (Excludes surcharge)	11,375.00	16,495.00	5,120.00
Animal Licenses	20.00	15.00	(5.00)
<b>Total Acct 322</b>	<b>11,395.00</b>	<b>16,510.00</b>	<b>5,115.00</b>
Federal Grants - Emergency Preparedness/Emergency Management Aid	0.00	23,496.63	23,496.63
Federal Payments in Lieu of Taxes	1.00	0.00	(1.00)
<b>Total Acct 331</b>	<b>1.00</b>	<b>23,496.63</b>	<b>23,495.63</b>
Homestead and Agricultural Credit Aid (HACA)	21,125.00	23,203.64	2,078.64
Police Training Reimbursement	250.00	0.00	(250.00)
Agricultural Market Value Credit	265.00	0.00	(265.00)
Fire Training Reimbursement	2,000.00	1,300.00	(700.00)
State Fire Aid	6,127.50	0.00	(6,127.50)
Supp. Fire State Aid	1,250.00	0.00	(1,250.00)
State Police Aid	6,750.00	0.00	(6,750.00)
<b>Total Acct 334</b>	<b>37,767.50</b>	<b>24,503.64</b>	<b>(13,263.86)</b>
Grants & Aids from Other LGUs	2,160.00	0.00	(2,160.00)
<b>Total Acct 336</b>	<b>2,160.00</b>	<b>0.00</b>	<b>(2,160.00)</b>
City/Town Hall Rent	250.00	445.00	195.00
Zoning and Subdivision Fees	1,850.00	1,650.00	(200.00)
Assessment Searches	500.00	386.00	(114.00)
Candidate Filing Fee	0.00	0.00	0.00
Copies/Faxes	35.00	40.40	5.40
<b>Total Acct 341</b>	<b>2,635.00</b>	<b>2,521.40</b>	<b>(113.60)</b>
Special Police Services	1,200.00	600.00	(600.00)
Special Fire Protection Services	12,900.00	46,342.65	33,442.65
First Responder Charges	3,830.00	5,850.03	2,020.03
<b>Total Acct 342</b>	<b>17,930.00</b>	<b>52,792.68</b>	<b>34,862.68</b>
Sale of Culverts	560.00	0.00	(560.00)
Contractor Water Use	0.00	0.00	0.00
<b>Total Acct 343</b>	<b>560.00</b>	<b>0.00</b>	<b>(560.00)</b>
Refuse Collection Charges	1,500.00	0.00	(1,500.00)
<b>Total Acct 344</b>	<b>1,500.00</b>	<b>0.00</b>	<b>(1,500.00)</b>
Cemetery Revenues	250.00	500.00	250.00
Cemetery -Grave openings	2,762.50	2,250.00	(512.50)

6/30/2023

## General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Cemetery -Sale of lots	6,500.00	3,015.00	(3,485.00)
Misc. Rents	10.00	1.00	(9.00)
Verizon Rental	6,600.00	6,600.00	0.00
<b>Total Acct 349</b>	<b>16,122.50</b>	<b>12,366.00</b>	<b>(3,756.50)</b>
Court Fines	410.00	426.46	16.46
Administrative Fines (Penalties)	250.00	2,917.50	2,667.50
<b>Total Acct 351</b>	<b>660.00</b>	<b>3,343.96</b>	<b>2,683.96</b>
Interest Earning	2,000.00	2,627.58	627.58
Contributions and Donations from Private Sources	0.00	0.00	0.00
Refunds	3,000.00	19,093.76	16,093.76
<b>Total Acct 362</b>	<b>5,000.00</b>	<b>21,721.34</b>	<b>16,721.34</b>
<b>Total Revenues</b>	<b>771,719.92</b>	<b>692,726.35</b>	<b>(78,993.57)</b>
<b>Other Financing Sources:</b>			
Unrealized Investment Gain	0.00	455.78	455.78
<b>Total Acct 391</b>	<b>0.00</b>	<b>455.78</b>	<b>455.78</b>
Capital Contributions	50.00	0.00	(50.00)
<b>Total Acct 397</b>	<b>50.00</b>	<b>0.00</b>	<b>(50.00)</b>
Sale of Investment	125,000.00	59,369.38	(65,630.62)
<b>Total Acct 399</b>	<b>125,000.00</b>	<b>59,369.38</b>	<b>(65,630.62)</b>
<b>Total Other Financing Sources</b>	<b>125,050.00</b>	<b>59,825.16</b>	<b>(65,224.84)</b>

6/30/2023

## General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Disbursements:</b>			
Council/Town Board	11,417.50	10,137.27	1,280.23
Ordinances and Proceedings	2,675.00	900.75	1,774.25
<b>Total Acct 411</b>	<b>14,092.50</b>	<b>11,038.02</b>	<b>3,054.48</b>
Mayor	3,967.50	3,552.69	414.81
<b>Total Acct 413</b>	<b>3,967.50</b>	<b>3,552.69</b>	<b>414.81</b>
Elections	50.00	0.52	49.48
Clerk	101,032.50	90,612.81	10,419.69
<b>Total Acct 414</b>	<b>101,082.50</b>	<b>90,613.33</b>	<b>10,469.17</b>
Internal Auditing	6,085.00	700.00	5,385.00
<b>Total Acct 415</b>	<b>6,085.00</b>	<b>700.00</b>	<b>5,385.00</b>
Planning and Zoning	31,157.50	23,498.51	7,658.99
General Government Buildings and Plant	1,710.00	2,416.00	(706.00)
City Hall	29,577.50	31,736.42	(2,158.92)
<b>Total Acct 419</b>	<b>62,445.00</b>	<b>57,650.93</b>	<b>4,794.07</b>
Police Administration	19,108.50	23,780.00	(4,671.50)
Patrol	77,204.00	45,830.14	31,373.86
Police Training	1,169.50	20.86	1,148.64
<b>Total Acct 421</b>	<b>97,482.00</b>	<b>69,631.00</b>	<b>27,851.00</b>
Fire Administration	26,060.50	31,482.77	(5,422.27)
Fire Fighting	74,592.50	3,643.27	70,949.23
Fire Training	5,550.00	1,300.15	4,249.85
Fire Stations and Buildings	7,120.00	8,737.06	(1,617.06)
<b>Total Acct 422</b>	<b>113,323.00</b>	<b>45,163.25</b>	<b>68,159.75</b>
Building Inspections Administration	1,750.00	512.50	1,237.50
Rental Inspections	1,100.00	537.50	562.50
<b>Total Acct 424</b>	<b>2,850.00</b>	<b>1,050.00</b>	<b>1,800.00</b>
Civil Defense Expenditures	572.00	258.38	313.62
<b>Total Acct 425</b>	<b>572.00</b>	<b>258.38</b>	<b>313.62</b>
Traffic Engineering Expenditures	2,275.00	2,987.00	(712.00)
<b>Total Acct 426</b>	<b>2,275.00</b>	<b>2,987.00</b>	<b>(712.00)</b>
Other Protection-1st Response	21,397.50	3,187.46	18,210.04
<b>Total Acct 428</b>	<b>21,397.50</b>	<b>3,187.46</b>	<b>18,210.04</b>
Maintenance-Shop	69,380.00	79,629.47	(10,249.47)
Paved Streets	39,737.50	35,889.78	3,847.72
Unpaved Streets	25,225.00	33,750.00	(8,525.00)
Ice and Snow Removal	2,250.00	0.00	2,250.00
Road and Bridge Equipment	83,035.11	21,019.38	62,015.73
Bridges, Viaducts and Grade Separations	150.00	0.00	150.00
Street Lighting	1,750.00	1,803.50	(53.50)
<b>Total Acct 431</b>	<b>221,527.61</b>	<b>172,092.13</b>	<b>49,435.48</b>
Waste (Refuse) Disposal	8,392.50	6,539.69	1,852.81
<b>Total Acct 432</b>	<b>8,392.50</b>	<b>6,539.69</b>	<b>1,852.81</b>
Historical Society	50.00	100.00	(50.00)
<b>Total Acct 450</b>	<b>50.00</b>	<b>100.00</b>	<b>(50.00)</b>
Library	2,837.50	1,559.19	1,278.31
<b>Total Acct 451</b>	<b>2,837.50</b>	<b>1,559.19</b>	<b>1,278.31</b>
Park Areas	12,185.00	10,718.15	1,466.85
<b>Total Acct 452</b>	<b>12,185.00</b>	<b>10,718.15</b>	<b>1,466.85</b>
Water Resources	500.00	1,000.00	(500.00)
Emily Waters	7,375.00	0.00	7,375.00

6/30/2023

## General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Disbursements:</b>			
<b>Total Acct 461</b>	<b>7,875.00</b>	<b>1,000.00</b>	<b>6,875.00</b>
Economic Development and Assistance	639.50	0.00	639.50
<b>Total Acct 465</b>	<b>639.50</b>	<b>0.00</b>	<b>639.50</b>
Food Shelf	125.00	250.00	(125.00)
Cemetery	9,645.00	5,485.42	4,159.58
<b>Total Acct 490</b>	<b>9,770.00</b>	<b>5,735.42</b>	<b>4,034.58</b>
<b>Total Disbursements</b>	<b>688,849.11</b>	<b>483,576.64</b>	<b>205,272.47</b>
<b>Other Financing Uses:</b>			
Unrealized Investment Loss	3,250.00	1,410.45	1,839.55
Purchase of Investments	125,800.00	61,267.60	64,532.40
<b>Total Acct 493</b>	<b>129,050.00</b>	<b>62,678.05</b>	<b>66,371.95</b>
<b>Total Other Financing Uses</b>	<b>129,050.00</b>	<b>62,678.05</b>	<b>66,371.95</b>
Beginning Cash Balance		591,174.01	
<b>Total Receipts and Other Financing Sources</b>		<b>752,551.51</b>	
<b>Total Disbursements and Other Financing Uses</b>		<b>546,254.69</b>	
Cash Balance as of 06/30/2023		<b>797,470.83</b>	

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 06/01/2023 To 06/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/29/2023	UTILITY BILLING	12923	Sewer Charges	(06/30/2023) -	N Rate Class I	602-37210-	\$ 100.00
							<u>\$ 100.00</u>
06/29/2023	PINE RIVER STATE BANK	12932	Int CR Checking	(06/30/2023) -	N Interest Earning	602-36210-	\$ 3.84
							<u>\$ 3.84</u>
06/30/2023	Pershing	12926	Int CR Investments - MMMF and Muni Bonds	(06/30/2023) -	N Interest Earning	602-36210-	\$ 12.61
							\$ 24.67
							<u>\$ 37.28</u>
06/30/2023	Pershing	12927	Sale of Investments	(06/30/2023) -	N Sale of Investment	602-39990-	\$ 15.81
							<u>\$ 15.81</u>
06/30/2023	Money Market/Bonds	IAW10771	Deposit from Money Market/Bonds	(06/30/2023)-	N Sale of Investment	602-39990-	\$ 11.61
							<u>\$ 11.61</u>
06/30/2023	Money Market/Bonds	IAW10780	Deposit from Money Market/Bonds	(06/30/2023)-	N Sale of Investment	602-39990-	\$ 15.81
							<u>\$ 15.81</u>
							<u>\$ 184.35</u>

Total for Selected Receipts

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 06/14/2023 To 06/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
06/14/2023	CROW WING POWER	60566	Monthly - 6-7-23 Invoices	N	Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 32.42
		60566				602-49470-381-	\$ 32.21
		60566				602-49470-381-	\$ 45.37
		<b>60566</b>					<b>\$ 110.00</b>
06/16/2023	MINNESOTA REVENUE	330710	State Withholding - 6/7/23 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 1.98
		330710			Sewer Utilities - Administration and General	602-49490-172-	\$ 4.91
		<b>330710</b>					<b>\$ 6.89</b>
06/20/2023	PERA	330708	Retirement contributions - 6/7/23 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 3.28
		330708				602-49450-121-	\$ 3.78
		330708				602-49490-101-	\$ 12.37
		<b>330708</b>					<b>\$ 14.27</b>
06/21/2023	Payroll Period Ending 06/21/2023	60570	Regular Payroll - 6-7 to 6-20	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-103-	\$ 145.41
		<b>60570</b>					<b>\$ 145.41</b>
06/21/2023	Payroll Period Ending 06/21/2023	60573	Regular Payroll - 6-7 to 6-20	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 323.03
		<b>60573</b>					<b>\$ 323.03</b>
06/21/2023	Payroll Period Ending 06/21/2023	60574	Regular Payroll - 6-7 to 6-20	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-103-	\$ 65.79
		<b>60574</b>					<b>\$ 65.79</b>
06/21/2023	Payroll Period Ending 06/21/2023	60575	Regular Payroll - 6-7 to 6-20	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 137.32
		<b>60575</b>					<b>\$ 137.32</b>
06/21/2023	PEOPLESERVICE, INC.	60584	Inv. 0043173 - July 2023 Wastewater Operating Services	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-407-	\$ 2,090.00
		<b>60584</b>					<b>\$ 2,090.00</b>

Fund Name: 02 - Sewage Collection and Disposal

Date Range: /14/2023 To 06/30/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
06/27/2023	FEDERAL WITHHOLDING/ON LINE	330706	Federal Withholding - 6/21/23 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-101-	\$ 13.39
		330706				602-49450-103-	\$ 21.47
		330706				602-49450-122-	\$ 17.40
		330706				602-49450-122-	\$ 10.85
		330706				602-49450-135-	\$ 2.54
		330706				602-49450-135-	\$ 4.07
		330706				602-49450-171-	\$ 20.22
		330706				602-49450-171-	\$ 3.81
		330706			Sewer Utilities - Administration and General	602-49490-101-	\$ 31.87
		330706				602-49490-122-	\$ 25.83
		330706				602-49490-135-	\$ 6.04
		330706				602-49490-171-	\$ 10.89
		<b>330706</b>					<b>\$ 168.38</b>
06/28/2023	Wex Bank	60587	Inv. 89802225 - Fuel - Road Equip, Fire, Diesel Fuel Tank	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-212-	\$ 41.40
		<b>60587</b>					<b>\$ 41.40</b>
06/30/2023	MINNESOTA REVENUE	330711	State Withholding - 6/21/23 Payroll	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-172-	\$ 19.03
		330711				602-49490-172-	\$ 13.59
		<b>330711</b>					<b>\$ 32.62</b>
06/30/2023	Pershing	330712	Purchase of Investments	N	Purchase of Investments	602-49350-800-	\$ 15.81
		<b>330712</b>					<b>\$ 15.81</b>
06/30/2023	Pershing	330713	Muni Bonds Loss	N	Unrealized Investment Loss	602-49301-800-	\$ 11.61
		<b>330713</b>					<b>\$ 11.61</b>
06/30/2023	Money Market/Bonds	IAD2774	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 12.61
		<b>IAD2774</b>					<b>\$ 12.61</b>
06/30/2023	Money Market/Bonds	IAD2783	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 24.67
		<b>IAD2783</b>					<b>\$ 24.67</b>
06/30/2023	Money Market/Bonds	IAD2792	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 15.81

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 06/14/2023 To 06/30/2023

Date    Vendor    Check #  
Total For Check    IAD2792

<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
			\$ 15.81
			\$ 3,235.05

Total For Selected Checks



6/30/2023

Sewage Collection and Disposal

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Current Ad Valorem Taxes	30,245.82	1,326.69	(28,919.13)
Delinquent Ad Valorem Taxes	750.00	47.12	(702.88)
Mobile Home Tax	0.25	1.36	1.11
Fiscal Disparities	100.00	5.46	(94.54)
<b>Total Acct 310</b>	<b>31,096.07</b>	<b>1,380.63</b>	<b>(29,715.44)</b>
Severed Mineral Tax	7.50	0.00	(7.50)
<b>Total Acct 318</b>	<b>7.50</b>	<b>0.00</b>	<b>(7.50)</b>
Penalties and Interest on Ad valorem Taxes	0.00	0.00	0.00
Principal on Special Assessments	1,430.00	930.40	(499.60)
Penalties and Interest on Special Assessments	175.00	60.48	(114.52)
<b>Total Acct 319</b>	<b>1,605.00</b>	<b>990.88</b>	<b>(614.12)</b>
Public Utilities	62.50	0.00	(62.50)
<b>Total Acct 321</b>	<b>62.50</b>	<b>0.00</b>	<b>(62.50)</b>
Homestead and Agricultural Credit Aid (HACA)	775.00	1,582.22	807.22
<b>Total Acct 334</b>	<b>775.00</b>	<b>1,582.22</b>	<b>807.22</b>
Interest Earning	225.00	260.44	35.44
Refunds	0.00	4.00	4.00
<b>Total Acct 362</b>	<b>225.00</b>	<b>264.44</b>	<b>39.44</b>
Rate Class I	39,500.00	34,841.48	(4,658.52)
Penalties and Forfeited Discounts	450.00	411.48	(38.52)
Hauled Wastewater Fees	225.00	0.00	(225.00)
<b>Total Acct 372</b>	<b>40,175.00</b>	<b>35,252.96</b>	<b>(4,922.04)</b>
<b>Total Revenues</b>	<b>73,946.07</b>	<b>39,471.13</b>	<b>(34,474.94)</b>
<b>Other Financing Sources:</b>			
Unrealized Investment Gain	100.00	45.57	(54.43)
<b>Total Acct 391</b>	<b>100.00</b>	<b>45.57</b>	<b>(54.43)</b>
Sale of Investment	12,500.00	5,936.94	(6,563.06)
<b>Total Acct 399</b>	<b>12,500.00</b>	<b>5,936.94</b>	<b>(6,563.06)</b>
<b>Total Other Financing Sources</b>	<b>12,600.00</b>	<b>5,982.51</b>	<b>(6,617.49)</b>
<b>Disbursements:</b>			
Bond Principal	30,000.00	60,000.00	(30,000.00)
<b>Total Acct 471</b>	<b>30,000.00</b>	<b>60,000.00</b>	<b>(30,000.00)</b>
Interest - Bonds	13,391.25	13,691.25	(300.00)
<b>Total Acct 472</b>	<b>13,391.25</b>	<b>13,691.25</b>	<b>(300.00)</b>
Fiscal Agent's Fees	237.50	0.00	237.50
<b>Total Acct 475</b>	<b>237.50</b>	<b>0.00</b>	<b>237.50</b>
Sewer Utilities - Sanitary Sewer Maintenance	19,237.50	14,422.31	4,815.19
Sewer Utilities - Sanitary Sewer Cleaning	3,000.00	0.00	3,000.00
Sewer Utilities - Sewer Lift Stations	4,255.00	1,517.29	2,737.71
Sewer Utilities - Administration and General	3,422.50	4,235.10	(812.60)
<b>Total Acct 494</b>	<b>29,915.00</b>	<b>20,174.70</b>	<b>9,740.30</b>
<b>Total Disbursements</b>	<b>73,543.75</b>	<b>93,865.95</b>	<b>(20,322.20)</b>

6/30/2023

## Sewage Collection and Disposal

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Other Financing Uses:</b>			
Unrealized Investment Loss	312.50	141.06	171.44
Purchase of Investments	12,689.82	6,083.27	6,606.55
<b>Total Acct 493</b>	<u>13,002.32</u>	<u>6,224.33</u>	<u>6,777.99</u>
<b>Total Other Financing Uses</b>	<u>13,002.32</u>	<u>6,224.33</u>	<u>6,777.99</u>
<b>Beginning Cash Balance</b>		<b>97,682.76</b>	
<b>Total Receipts and Other Financing Sources</b>		<b>45,453.64</b>	
<b>Total Disbursements and Other Financing Uses</b>		<u>100,090.28</u>	
<b>Cash Balance as of 06/30/2023</b>		<b>43,046.12</b>	

Date Range: 7/6/2023 To 7/11/2023

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
07/11/2023	EMILY ACE HARDWARE	Inv. 6-30:Dump,ShopRprS upp,SmITIs,MatIs,Park MatIs,Rpr,SmITIs,Rd/Brd 8SmITIs,Rpr,SewMatIs	70795	\$566.19	100-43126-240- 100-43240-221- 100-45202-240- 100-45202-215- 100-43110-221- 100-43110-240- 100-43110-215- 100-43126-221- 100-45202-221- 602-49450-215-	Road and Bridge Equipment Waste (Refuse) Disposal Park Areas Park Areas Maintenance-Shop Maintenance-Shop Maintenance-Shop Road and Bridge Equipment Park Areas Sewer Utilities - Sanitary Sewer Maintenance	\$199.99 \$5.00 \$18.58 \$8.92 \$5.00 \$31.36 \$110.84 \$51.84 \$22.30 \$112.36
07/11/2023	GAMMELLO - PEARSON, PLLC	93700,93701,93703:Reta iner,Planning/Zoning	70796	\$598.00	100-41425-304- 100-41910-304-	Clerk Planning and Zoning	\$143.00 \$455.00
07/11/2023	I.U.O.E. LOCAL 49 FRINGE BENEFIT FU	Health Insurance August 2023	70797	\$5,680.00	100-41425-101- 100-41425-131- 100-43110-101- 100-43110-131-	Clerk Clerk Maintenance-Shop Maintenance-Shop	\$590.00 \$2,250.00 \$590.00 \$2,250.00
07/11/2023	LAKE COUNTRY FOODS	Statement dated 7-5-23 account #2480	70798	\$144.61	100-45202-212- 602-49450-212-	Park Areas Sewer Utilities - Sanitary Sewer Maintenance	\$28.92 \$28.92
07/11/2023	WM Corporate Services, Inc.	garbage - inv. 6791517-1767-6	70799	\$357.16	100-43126-212- 100-43240-212- 100-49010-212-	Road and Bridge Equipment Waste (Refuse) Disposal Cemetery	\$28.92 \$28.92 \$28.93
07/11/2023	Birchdale Fire and Security	Inv. 144647 - Hall Monitoring Services	70800	\$54.00	100-43240-384-	Waste (Refuse) Disposal	\$357.16

Date Range : 7/6/2023 To 7/11/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
07/11/2023	Tri-County Septic Inspection	7-6:Septicinspns:44714T wllightCt,20137Roosevelt Ridge	70801	\$350.00	100-41941-404-	City Hall	\$54.00
07/11/2023	Landsburg Landscape Nursery	25% Down Payment for City Park Tree Planting after 6-20-22 Storm Damage Ins. Claim Receivd	70802*	\$749.50	100-41910-310-	Planning and Zoning	\$350.00
07/11/2023	Midwest Machinery Co.	Invs.9648685,9653278,9 658547:Repair Parts for Mowers and Gator	70803	\$669.94	100-45202-404-	Park Areas	\$749.50
07/11/2023	Total Compliance Solutions, Inc.	Inv.72964: Beattie and Soukup PreempDrugTests	70804	\$78.00	100-45202-221- 100-49010-221- 100-41941-221- 602-49450-221-	Park Areas Cemetery City Hall Sewer Utilities - Sanitary Sewer Maintenance Road and Bridge Equipment	\$170.15 \$170.15 \$170.14 \$125.81 \$33.69
07/11/2023	GOPHER STATE ONE-CALL	Inv. 3060380 - Locates	70805	\$12.15	100-43110-306-	Maintenance-Shop	\$78.00
07/11/2023	Corbin Excavating, Inc.	Inv. D23068: Dust Control - 8,805 gallons magnesium chloride applied	70806	\$10,566.00	602-49490-385-	Sewer Utilities - Administration and General	\$12.15
07/11/2023	Tremolo Communications	City Phone Service - 7/1/2023 Invoices	70807*	\$808.15	100-43122-224-	Unpaved Streets	\$10,566.00
					100-42210-321-	Fire Administration	\$144.31

Date Range : 7/6/2023 To 7/11/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
07/11/2023	Elan Financial Services	June23:PZ Postage	70808	\$2.35	100-41425-321- 100-41941-321- 100-41910-321- 100-43110-321- 100-41425-321-	Clerk City Hall Planning and Zoning Maintenance-Shop Clerk	\$38.95 \$38.22 \$49.10 \$106.11 \$431.46
07/11/2023	Thomson Reuters - West	Investigative Suite Subscription - Inv. 848595233	70809*	\$113.52	100-41910-322- 100-41425-331-	Planning and Zoning Clerk	\$9.35 (\$7.00)
07/11/2023	CULLIGAN	Inv:150X01458306 Hall Softener equip rental and Shop water	70810	\$41.70	100-42110-309-  100-41941-416-	Police Administration  City Hall	\$113.52  \$41.70
07/11/2023	BOUND TREE MEDICAL LLC	Invs.84995081 - 1st Resp Supplies	70811	\$383.80	100-42860-218-	Other Protection-1st Response	\$383.80
<b>Total For Selected Claims</b>				<b>\$21,175.07</b>			<b>\$21,175.07</b>

For the payroll period ending: 07/10/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41110-103	323	Butcher, Bryce L	200.14
	428	HANSON, JR, GERHART L.	100.14
	922	Hemphill, Andrew D	300.14
	724	Koch, Gregory A	300.14
		<b>Account Total</b>	<b>1,200.56</b>
100-41310-103	643	JONES, TRACY ALLEN	461.75
		<b>Account Total</b>	<b>461.75</b>
100-42501-103	11	FRANK, KENNETH R.	36.94
		<b>Account Total</b>	<b>36.94</b>
100-45187-103	623	Davis, Jane M	210.87
		<b>Account Total</b>	<b>210.87</b>
100-43110-101			
		Unallocated (Due to rounding)	\$0.00
		<b>Total For Period</b>	<b>\$1,910.12</b>

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

REPORT FOR EMILY CITY COUNCIL MEETING  
JULY 11 TH 2023

EMILY VOLUNTEER FIRE DEPARTMENT

- We had 16 members at our meeting
- 3 Calls since the last meeting
- Checked equipment / SCBA'S
- We had a drill on Radios

Respectfully submitted,

A handwritten signature in black ink that reads "Chad Genz". The signature is written in a cursive, slightly slanted style.

Chad Genz  
Chief - Emily Fire Dept.







Custom Fire Apparatus, Inc. ■ 307 4th Ave., Oneida, WI 54220-4044 ■ 715.234.2332 Fax: 715.234.2142  
www.customfire.com

## JOB CHANGE ORDER

CUSTOMER Emily  
 DATE PROPOSED 5/11/2023  
 TYPE OF CHANGE Per Pre Build

REVISION: 1

PART NUMBER	DESCRIPTION	CHANGE COST	INITIAL TO SELECT
<b>ADDITIONS</b>			
	Upgrade to the Full response cab enclosure with Heat AC circulation fans, pass thru to chassis cab, EMS cabinet with command desk, windows and doors, Upper rear of cab cross lays with two (2) poly hose cartridges	\$ 56,482.00	YES NO
	GPS unit mounted to the chassis cab dash	\$ 360.00	YES NO
	Add three Storz brackets	\$ 420.00	YES NO
	Front bumper hose well to be full width of bumper	\$ -	YES NO
	Wheel trim lug and hub covers	\$ 358.80	YES NO
	Customer would like to pump and roll	\$ -	YES NO
	Retain red rubber booster hose	\$ -	YES NO
	Foam discharges: Front bumper, both cross lays, rear 2.5"	\$ -	YES NO
	Add A whelen PS tank level light to the rear of body	\$ 326.40	YES NO
	Add the 2.5" 30deg elbow to the rear tank fill	\$ 150.00	YES NO
	The compartments are to match the drawing option selected	\$ -	YES NO
	EFD in Tailboard	\$ -	YES NO
	Add One (1) hose bed divider Total of Two (2)	\$ 858.00	YES NO
	Flag holders 2	\$ 180.00	YES NO
	Add One (1) shelf to D-1	\$ 441.60	YES NO
	change suction hose to Long handle	\$ -	YES NO
	Add a second rear camera monitor to the enclosed top mount pump operator station	\$ 883.20	YES NO
	Floor mounted switch Passenger side for air horns	\$ 150.00	YES NO
	Air horns mounted to sides of hood	\$ -	YES NO
	OPTIONAL Cascade refill system includes Four (4) DOT bottles One (1) gauge panel One (1) fill containment center. Bottles mounted overhead of body in forward hose bed Gauge and containment location TBD	\$ 31,080.00	YES NO
		\$ -	YES NO
		\$ -	YES NO
		\$ -	YES NO
		\$ -	YES NO
	<b>Total Additions</b>	\$ <b>91,690.00</b>	
<b>SUBTRACTIONS</b>			
	Remove helmet holders 2 Each	\$ (196.00)	YES NO
	Remove pump cooler to ground	\$ (207.20)	YES NO
	Remove deluge discharge, Deluge monitor, and all associated	\$ (6,785.60)	YES NO
	Remove the access panel in the rear of body for fuel tank access	\$ (512.00)	YES NO
	Remove 6 folding steps	\$ (1,052.80)	YES NO
	Remove the license plate bracket	\$ (95.20)	YES NO
	Remove Two (2) pedestal base swivel lights located in the mid section of the open top mount pump panel	\$ (1,300.00)	YES NO
	Difference in chassis allotment VS Kenworth chassis invoice	\$ (6,000.00)	YES NO
		\$ -	YES NO
		\$ -	YES NO
		\$ -	YES NO
		\$ -	YES NO
		\$ -	YES NO
		\$ -	YES NO
	<b>Total Subtractions</b>	\$ <b>(16,148.80)</b>	
<b>TOTAL CHANGE</b>		\$ <b>75,541.20</b>	

**CHANGE ORDER ACCEPTANCE MUST BE RECEIVED AT FACTORY BY 10 days from issuing. FAILURE TO RETURN ACCEPTANCE BY ABOVE DATE WILL BE CONSTRUCTIVE ACCEPTANCE AND WORK WILL BE COMPLETED AT THE COST SHOWN ABOVE.**

\*\*\*\*\* CONDITIONS OF CUSTOMER ACCEPTANCE \*\*\*\*\*

THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT. THE ABOVE PRICES AND SPECIFICATIONS OF THIS CHANGE ORDER ARE SATISFACTORY AND ARE HEREBY ACCEPTED. ALL WORK TO BE PERFORMED UNDER SAME TERMS AND CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS OTHERWISE STIPULATED.

**CUSTOMER APPROVAL AND ACCEPTANCE**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



Custom Fire Apparatus Inc.  
509 68th Ave  
Osceola, WI 54020  
800.442.8851, Factory

## MOTOR VEHICLE PURCHASE CONTRACT

THIS AGREEMENT, Made by and between CUSTOM FIRE APPARATUS, INC. of Osceola, Wisconsin, Party of the First Part, Sourcewell-MN Contract #113021-CSM and: The City of Emily, MN Party of the Second Part, hereinafter called the BUYER, Sourcewell MN Member ID# 50069.

WITNESSETH, That CUSTOM FIRE APPARATUS, INC. Agrees to sell, upon the conditions which are below written, **one (1) new Top Mount Pumper, Sourcewell Model MPCU** (Midship Pumper Commercial Chassis), and equipment herein before described, all of which are to be in accordance with the specifications and warranties submitted by CUSTOM FIRE APPARATUS, INC. and which are made a part of this agreement and Contract.

BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, the Sum of:

**USD\$550,000.00**

*“Due to volatility, surcharges may be added after contract and will be disclosed and passed on to buyer at cost. Surcharges shall not be deemed suitable reason for contract termination by either party.”*

TERMS OF PAYMENT: A materials and chassis progress payment of \$150,000.00 is required upon shipment of chassis to our factory. Final Payment for the apparatus is due on the day of delivery. The apparatus will not be left at purchaser location without full acceptance and payment or prior agreement.

GUARANTY: The BUYER hereby guarantees that the funds will be ready and available for transfer in the form of legal tender, a negotiable check or direct bank wire transfer on or prior to the due date. And it is further mutually agreed that no misunderstanding, verbal or written, regarding equipment or otherwise, shall enjoin CUSTOM FIRE APPARATUS, INC. unless in this contract.

DELIVERY: The completed unit shall be delivered to the customer location (Emily Fire Dept.), with full instructions provided to Fire Department personnel on operation, care, and maintenance of apparatus at the purchaser's fire station within 4 months of delivery of the truck chassis has been made to our factory in Osceola, Wisconsin.

LIABILITY: Physical damage to the truck or chassis will be the responsibility of CUSTOM FIRE APPARATUS, INC. on a primary basis, regardless of what other insurance is available, as long as the vehicle is in the care, custody and control of same. Any componentry furnished by the BUYER, including the truck chassis, will be insured for its purchase price, by and when in the possession of CUSTOM FIRE APPARATUS, INC. Upon arrival of delivery engineer with the apparatus, or upon delivery and acceptance of the same at the factory in Osceola, Wisconsin, Party of the Second Part (BUYER) does agree to provide all insurance to hold both parties harmless and free from any loss.

WITNESS our hands and official seal this 10<sup>th</sup> day of October 2022.

**CUSTOM FIRE APPARATUS, INC.**

**President of Custom Fire Apparatus, Inc.**

**THE CITY OF EMILY/FIRE DEPARTMENT**

**Tracy Jones, Mayor**

**ATTEST: Cari Johnson**  
**Cari Johnson, City Clerk/Treas.**



8/10/23

P.O. Box 847386  
Boston, MA 02284-7386  
847-247-0771

# INVOICE

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

Invoice Number: 6136852  
Invoice Date: 06/26/2023  
Payment Due Date: 08/10/2023

**Total Amount Due: \$15,944.03**

CONTRACT	INVOICE DESCRIPTION	DUE DATE	AMOUNT
002-0027318-000	MSA G1 SCBA & Equip _ Payment  <div style="text-align: center;"> <p>RECEIVED</p> <p>JUL 03 2023</p> <p>BY: .....</p> <p>Prin. 42220-602 14177.07</p> <p>Interest 42220-612 1766.96</p> </div>	08/10/2023	15,944.03
Please note that any change in your payment amount may be due to a change in the sales tax for your city, county and/or state		TOTAL LATE CHARGES	\$0.00
		TOTAL AMOUNT DUE	\$15,944.03

**To ensure proper credit, you must return this portion along with your check payable to:**

Tax-Exempt Leasing Corp.  
P.O. Box 847386  
Boston, MA 02284-7386

Invoice Number: 6136852  
Invoice Date: 06/26/2023  
Payment Due Date: 08/10/2023

**Write Address Change Below:**  
City of Emily  
Cari Johnson  
PO Box 68  
EMILY, MN 56447

**Total Amount Due: \$15,944.03**

**CITY OF EMILY  
RESOLUTION NO. 23-25**

**RESOLUTION ACCEPTING DONATION TO THE CITY**

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

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

<u>Name of Donor</u>	<u>Amount</u>
Emily Firemen's Relief Association	\$ 2,000.00

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

<u>Donation Number</u>	<u>Terms or Conditions</u>
23-25	Firemen's Equipment Fund for Fire Hall Renovations

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

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

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

1. The following donations are accepted and shall be used as follows: \$2,000.00 to the Firemen's Equipment Fund for Fire Hall Renovations.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted by the City Council of Emily, Minnesota this 11<sup>th</sup> day of July 2023.

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Tracy Jones, Mayor

ATTEST:

---

Cari Johnson, City Clerk/Treasurer

# LG555 Government Approval or Acknowledgment for Use of Gambling Funds

Keep this completed form attached to the LG100C in your organization's records. You do not need to submit this form to the Gambling Control Board or the Department of Revenue.

## ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)


Organization Name: Emily Fire Relief Association	License Number: 02215
Address: PO Box 163	City/State/Zip: Emily, MN 56447

- Amount of proposed lawful purpose expenditure: \$2,000.00
- Check one expenditure category:
  - A. **Contribution to a unit of government**—United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities.
  - B. **Wildlife management project or activity** that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR).
  - C. **Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use.
  - D. **Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
  - E. **Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA.

3. Describe the proposed expenditure, including vendors:

City Fire Hall renovations.

- **NO FINANCIAL OR OTHER BENEFIT:** I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minn. Rule 7861.0320, subp. 17, para. C.
- **FOR DNR-RELATED PROJECTS:** I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on form LG100C.
- **FOR SURFACE WATER QUALITY TESTING:** I affirm that the MPCA has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website: [www.pca.state.mn.us](http://www.pca.state.mn.us)

	6/29/2023
Chief Executive Officer's Signature	Date
Jon Chmielecki	218 851-7408
Print Name	Daytime Phone

## GOVERNMENT APPROVAL/ACKNOWLEDGMENT

Contribution amount: \$2,000.00. Government use of contribution (check one):

- Wildlife**—DNR approves the wildlife management project or activity.
- Trails**—DNR approves the grooming/maintaining of snowmobile and/or all-terrain vehicle trails.
- Safety training**—DNR approves the supplies/materials for DNR safety training and educational programs.
- Water quality testing**—MPCA approves the surface water quality testing project.
- Donation to other unit of government** (city, county, state, federal, or any of their subdivisions) provided the funds will not be used for a pension or retirement fund.

Unit of Government: City of Emily	Phone: 218 763-2480
Address: PO Box	City/State/Zip: Emily, MN 56447

By signature below, the representative of the unit of government acknowledges and approves the contribution amount for the use as listed above.

Signature	Date
Tracy Jones	Mayor
Print Name	Title

**Questions?** Contact the Minnesota Gambling Control Board at 651-539-1900. This form will be made available in alternative format (i.e. large print, braille) upon request. The information requested on this form will become public information, when requested by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

**CITY OF EMILY  
RESOLUTION NO. 23-26**

**RESOLUTION ACCEPTING DONATION TO THE CITY**

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

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

<u>Name of Donor</u>	<u>Amount</u>
Emily Firemen's Relief Association	\$ 5,000.00

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

<u>Donation Number</u>	<u>Terms or Conditions</u>
23-26	Firemen's Equipment Fund

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

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

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

1. The following donations are accepted and shall be used as follows: \$5,000.00 to the firemen's equipment fund.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted by the City Council of Emily, Minnesota this 11<sup>th</sup> day of July 2023.

---

Tracy Jones, Mayor

ATTEST:

---

Cari Johnson, City Clerk/Treasurer

# LG555 Government Approval or Acknowledgment for Use of Gambling Funds

Keep this completed form attached to the LG100C in your organization's records. You do not need to submit this form to the Gambling Control Board or the Department of Revenue.

## ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)

Organization Name: Emily Fire Relief Association	License Number: 02215
Address: PO Box 163	City/State/Zip: Emily, MN 56447

- Amount of proposed lawful purpose expenditure: \$ 5,000.00
- Check one expenditure category:
  - A. **Contribution to a unit of government**—United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities.
  - B. **Wildlife management project or activity** that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR).
  - C. **Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use.
  - D. **Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
  - E. **Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA.

3. Describe the proposed expenditure, including vendors:

City Fire Equipment Fund.

- **NO FINANCIAL OR OTHER BENEFIT:** I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minn. Rule 7861.0320, subp. 17, para. C.
- **FOR DNR-RELATED PROJECTS:** I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on form LG100C.
- **FOR SURFACE WATER QUALITY TESTING:** I affirm that the MPCA has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website: [www.pca.state.mn.us](http://www.pca.state.mn.us)

*Jon Chmielecki* 6/29/2023  
 Chief Executive Officer's Signature Date

Jon Chmielecki 218 851-7408  
 Print Name Daytime Phone

## GOVERNMENT APPROVAL/ACKNOWLEDGMENT

Contribution amount: \$ 5,000.00. Government use of contribution (check one):

- Wildlife**—DNR approves the wildlife management project or activity.
- Trails**—DNR approves the grooming/maintaining of snowmobile and/or all-terrain vehicle trails.
- Safety training**—DNR approves the supplies/materials for DNR safety training and educational programs.
- Water quality testing**—MPCA approves the surface water quality testing project.
- Donation to other unit of government** (city, county, state, federal, or any of their subdivisions) provided the funds will not be used for a pension or retirement fund.

Unit of Government: City of Emily	Phone: 218 763-2480
Address: PO Box	City/State/Zip: Emily, MN 56447

By signature below, the representative of the unit of government acknowledges and approves the contribution amount for the use as listed above.

Tracy Jones                       
 Signature Date

Tracy Jones Mayor  
 Print Name Title

**Questions?** Contact the Minnesota Gambling Control Board at 651-539-1900. This form will be made available in alternative format (i.e. large print, braille) upon request. The information requested on this form will become public information, when requested by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.







# Monthly Report

June		Cary	Mary	Mark	LeAnn	Krista	Connie	Terri	Fawn	Cindy	Kaitlin
Calls	5	3	n/a	2	2	1	3	1	4	3	0
Meeting	1	1	n/a	1	1	1	1	1	1	1	1
Trainings	2	2	n/a	1 EFR 1 OQR	1 EFR 1 OQR	1 EFR 1 OQR	1 EFR 2 OQR	1 EFR 1 OQR	2	1 EFR 1 OQR	2
Quarterly											
Year call Total	55	39	22	24	23	15	25	9 -1 loa	30	33	7

Terri LOA from 06/18 to 06/27

Date 07/03/2023

We had our monthly meeting on July 3, and all but 1 was in attendance. We had 5 medical calls and 2 trainings. One on Medical scenarios, and one on Trauma scenarios. In our meeting we talked about Emily Day, and who would be able to help. Most will be available in the park before the parade, and a couple of us will be available in the park after the parade. The hotdog and hamburger fund raiser we helped the fire department with went well. We would like to thank Emily Meats for donating all the meat and buns for the event. We will be doing hands only CPR on August 17, and were looking about doing a CPR class for the local youth groups. This is still in the works. Calls were reviewed and we called it an early night do to it being a holiday week.

# Hands-Only CPR & AED Training

Sponsored and taught by  
**Emily First Response Unit**



**Thursday, August 17th at 7:00 PM**  
Emily City Hall Gymnasium

---

39811 MN-6, Emily, MN 56477  
(218) 763-2480

This is a **free class** and is open to the public.  
People of all ages are welcome!



*\*NOTE: training is not for a certification*



Donald F. Ryan, County Attorney  
Crow Wing County Attorney's Office  
213 Laurel Street, Suite 31  
Brainerd, MN 56401  
don.ryan@crowwing.us  
Phone: 218.824.1025 Fax: 218.824.1026

June 20, 2023

RECEIVED  
JUN 27 2023

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

BY: .....

RE: JPA and Court Services Amendment to CJDN Subscriber Agreement

Dear City Clerk Johnson:

Our office has been informed by the Bureau of Criminal Apprehension (BCA) that your prosecution ORI must be updated from an "FD" number to an FBI issued "MN" number. This will allow for proper fine distribution to the city of Emily.

To initiate the change in your ORI number, I've enclosed a draft resolution, a State of Minnesota Joint Powers Agreement and a Court Data Services Subscriber Amendment to CJDN Subscriber Agreement. These documents must go before your city council for approval and execution by your mayor and city clerk.

Upon completion of these documents, please return all signed documents to me via email. Once I receive the executed documents, I will forward them to the BCA on your behalf to request an ORI assignment from the FBI.

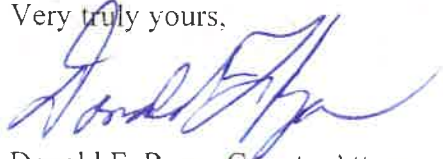
Should you have any questions, please feel free to contact me at any time.

**Our Vision:** Being Minnesota's favorite place.

**Our Mission:** Serve well. Deliver value. Drive results.

**Our Values:** Be responsible. Treat people right. Build a better future.

Very truly yours,



Donald F. Ryan, County Attorney  
Crow Wing County Attorney's Office

DFR:ke

Enclosures

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

**RESOLUTION NO. 23-28**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE  
CITY OF EMILY ON BEHALF OF ITS PROSECUTING ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Emily on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Emily, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Emily on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief, or their successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Prosecuting Attorney, Don Ryan, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Tracy Jones, the Mayor for the City of Emily, and Cari Johnson, the City Clerk/Treasurer, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 11th day of July, 2023.

CITY OF EMILY

\_\_\_\_\_  
By: Tracy Jones  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Cari Johnson  
Its City Clerk/Treasurer



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Emily on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

#### 2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

**3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

**4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007
Email Address:	<a href="mailto:Dana.Gotz@state.mn.us">Dana.Gotz@state.mn.us</a>



The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Donald Ryan, County Attorney  
 Address: 213 Laurel St, Ste 31  
 Brainerd, MN 56401  
 Telephone: 218.824.1025  
 Email Address: [don.ryan@crowwing.us](mailto:don.ryan@crowwing.us)

## 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

### Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**  
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**  
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either or

own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

**The Parties indicate their agreement and authority to execute this Agreement by signing below.**

**1. GOVERNMENTAL UNIT**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to the Office of State Procurement

By: \_\_\_\_\_

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

## COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Emily on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

### Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 221830, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.



7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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



Date: June 19, 2023

To: City of Emily

From: Leland Bundy, Operator

O & M Report: May 2023

### **Wastewater Operation & Maintenance**

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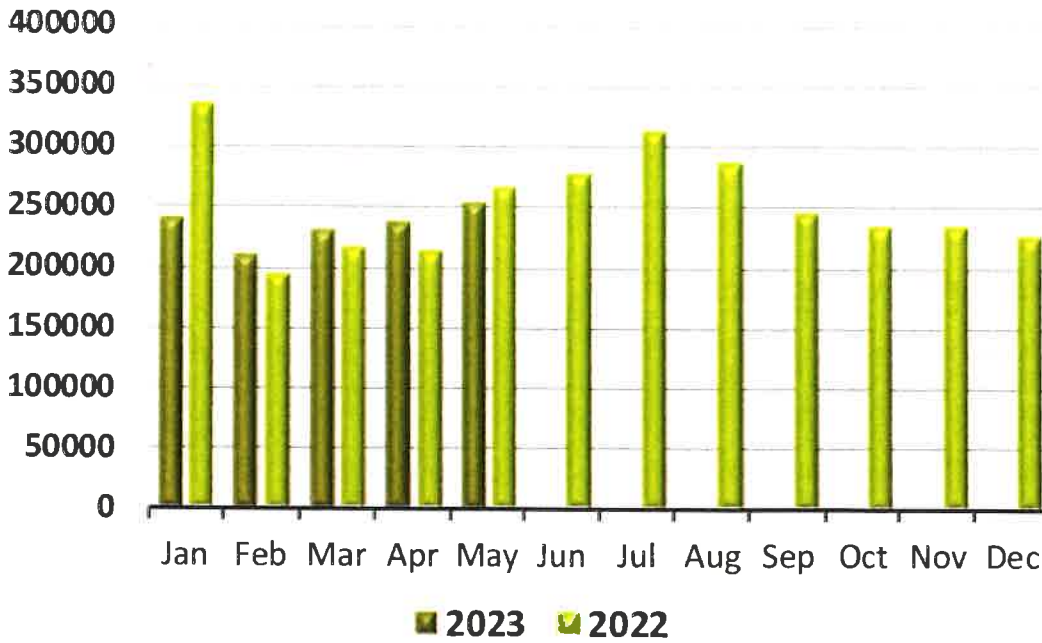
- Beginning the annual process of transferring and discharging wastewater to the Rabid infiltration basins.
- Weekly lift station checks were made, RTM were collected and recorded.
- Work orders were completed.
- Weekly contact with City staff to verify news or work items.
- Deficient rip rap on secondary ponds have been noticed. Surfaced or cut off distribution piping noticed. Broken gate valve noticed.
- Continue to negotiate with Nelson Septic for a contract to clean and televise the Cities system.
- Met with homeowner and verified he is hooked to city collection system.

Wastewater		May-23	April-23	May-22
<b>CBOD</b>				
CBOD Influent	mg/L	257	310	0
CBOD Effluent	mg/L	7	0	0
<b>TSS</b>				
TSS Influent	mg/L	180	83	0
TSS Effluent	mg/L	10	0	28
<b>pH</b>				
pH Influent Maximum	SU	7	7	0
pH Effluent Maximum	SU	9	0	9
pH Effluent Minimum	SU	0	0	9
<b>Nitrogen Ammonia</b>				
Nitrite Plus Nitrate, Total Effluent	mg/L	<.200	0.00	0.34
Nitrogen, Ammonia, Total Effluent	mg/L	7	0	0
Nitrogen, Kjeldahl, Total Effluent	mg/L	3.83	0.00	3.50
<b>Chloride</b>				
Chloride, Total Effluent	mg/L	180	0	148
<b>Influent Flow</b>				
Influent Flow Monthly Average	gallons	8,000	7,960	8,600
Influent Flow Monthly Maximum	gallons	11,685	13,044	12,200
Influent Flow Monthly Total	gallons	254,225	238,800	267,900
Precipitation Monthly Total	invches	2	2	5
<b>Effluent Flow</b>				
Effluent Flow Average Total	gallons	9,000	0	363,500
Effluent Flow Monthly Total	gallons	1,900,000	0	2,180,900
Effluent Flow Year to Date Total	gallons	1,900,000	0	2,180,900

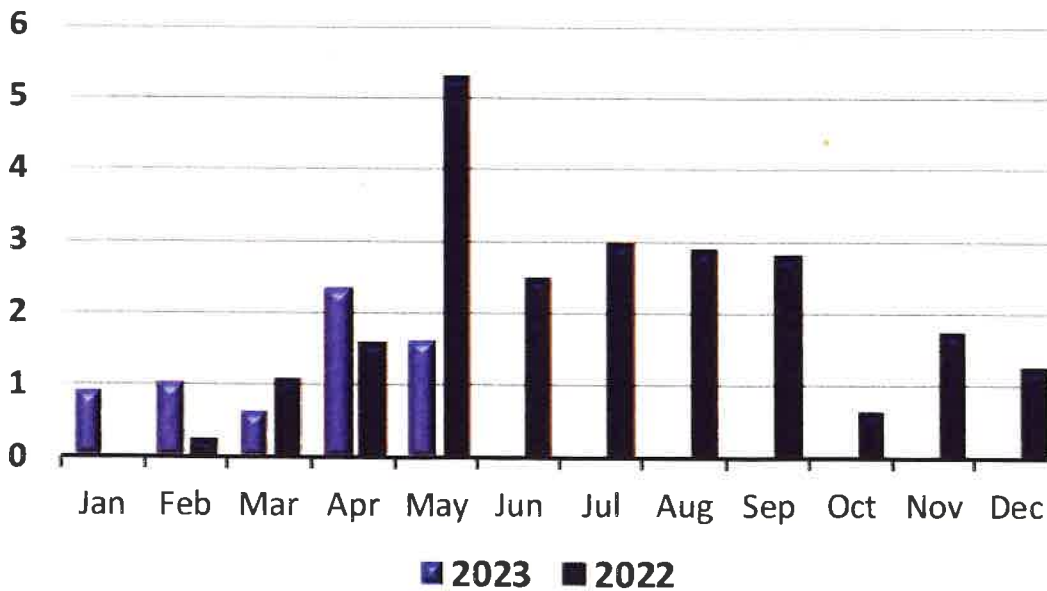




**Total Influent Flow to Pond - In Gallons**



**Total Monthly Precipitation - In Inches**





Date: July 7, 2023

To: City of Emily

From: Leland Bundy, Operator

O & M Report: June 2023

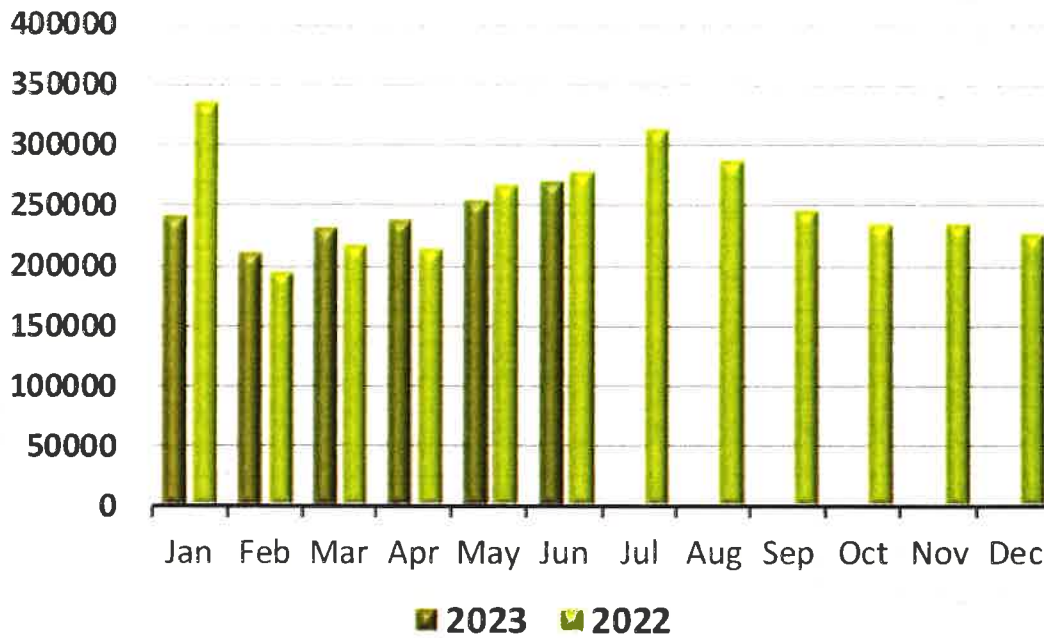
## **Wastewater Operation & Maintenance**

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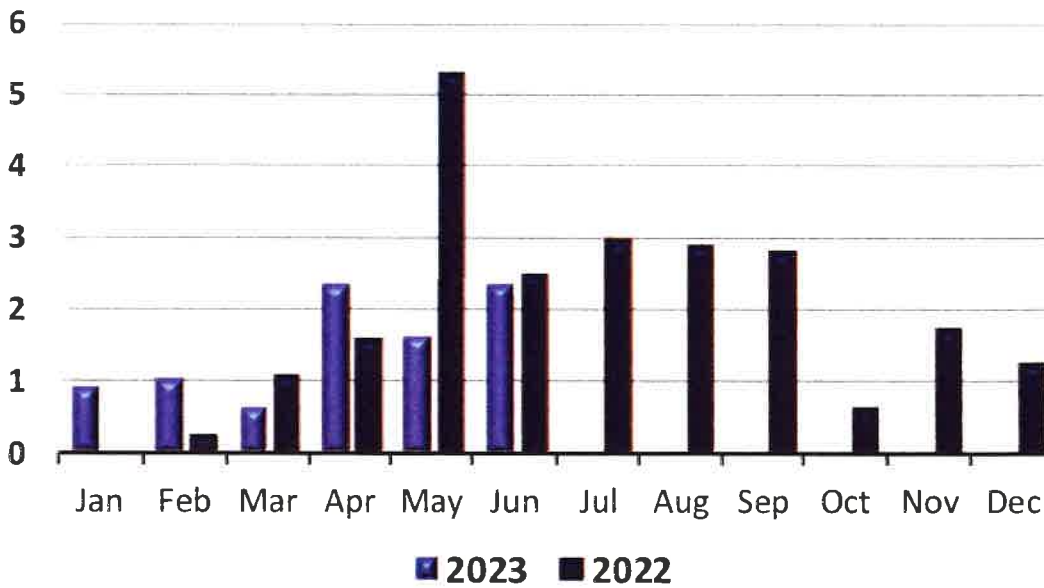
- Lift Station maintenance checks were performed Weekly on-site, and daily via internet. Daily flow numbers are recorded and used for MPCA monthly operation reports.
- Lift Station RTM timers are recorded onsite to verify pump efficiency.
- Pond Discharges completed on June 4th. We made the last transfer to the secondary pond on June 27th. All three ponds are at acceptable operational levels and are operating properly.
- June 13th met with the Wastewater committee and discussed several items; Proposed cleaning contract w/ Nelson Sanitation, collect quotes for replacing riprap on secondary pond, replace broken R.I.B. gate valves, and repair or replace distribution piping.
- Brought in a copy of the new hookup packet to city staff for modification to city use.
- All monthly reports submitted to MPCA on time, facility is operating as designed or better.

		June-23	May-23	June-22
<b>Wastewater</b>				
<b>CBOD</b>				
CBOD Influent	mg/L	346	257	255
CBOD Effluent	mg/L	0	7	0
<b>TSS</b>				
TSS Influent	mg/L	121	180	268
TSS Effluent	mg/L	12	10	0
<b>pH</b>				
pH Influent Maximum	SU	7	7	9
pH Effluent Maximum	SU	7	9	0
pH Effluent Minimum	SU	7	0	0
<b>Nitrogen Ammonia</b>				
Nitrite Plus Nitrate, Total Effluent	mg/L	<.200	<.200	0.00
Nitrogen, Ammonia, Total Effluent	mg/L	3	7	0
Nitrogen, Kjeldahl, Total Effluent	mg/L	6.41	3.83	0.00
<b>Chloride</b>				
Chloride, Total Effluent	mg/L	184	180	0
<b>Influent Flow</b>				
Influent Flow Monthly Average	gallons	9,036	8,000	9,300
Influent Flow Monthly Maximum	gallons	14,340	11,685	11,600
Influent Flow Monthly Total	gallons	271,100	254,225	278,900
Precipitation Monthly Total	invches	2	2	3
<b>Effluent Flow</b>				
Effluent Flow Average Total	gallons	8,077	9,000	0
Effluent Flow Monthly Total	gallons	247,324	1,900,000	0
Effluent Flow Year to Date Total	gallons	2,147,324	1,900,000	2,180,900

**Total Influent Flow to Pond - In Gallons**



**Total Monthly Precipitation - In Inches**



RECEIVED  
JUN 28 2023



39811 State Highway 6  
PO Box 63  
Emily, MN 56447  
218-763-2480

BY: .....

OFFICE USE ONLY	
Amount paid \$	50.00 # 3027
Date paid	6/26/23 MP
Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No

Application for Permit to Connect to Public Sewer

\$50 Residential/Commercial Building Sewer Permit Fee

\$2,000 Residential Sewer Service Connection

Michael Allan Wille	
Name of Property Owner	Property Identification Number

21216 Co Rd 1 Emily MN 56447
Physical Property Address or Legal Description

Mailing Address (if different from above)	City	State	Zip

Home Phone #	Cell Phone #	Business Phone #

<input checked="" type="radio"/> Residential	or	<input type="radio"/> Commercial	or	<input type="radio"/> Industrial	
Circle One					# of Units

Kosec Construction	218-838-7602
Installing Contractor (Must obtain City Contractor License)	Business Phone #

PO Box 2794	Baxter	MN	56425
Mailing Address	City	State	Zip

Type of License	State License #

- \* A permit must be granted and plainly visible at the time of installation.
- \* The City's Wastewater Operator must be present to verify proper pressure testing.
- \* Only City Licensed Contractors shall make a service connection to the public sewer.
- \* The City must be contacted to schedule an inspection 48 hours prior to connection to public sewer for each project. 218-763-
- \* The City must be notified of identification of E-One grinder station installed.
- \* Commercial establishments must install a grease trap as indicated by City Code 50.
- \* Billing will begin as of the inspection date.

The above information is true and correct to the best of my knowledge and I understand that falsification of the information contained herewith may result in a violation of provisions of City Code 50. I understand violations will be penalized in accordance with City Code 50.

Michael Wille	6-26-2023
Signature	Date

The City of Emily is an equal opportunity provider and employer.

Michael Wille - 21216 CR 1

DATE	TRANSACTION TYPE	CHARGES	CREDITS	BALANCE
12/31/2019	pro rated 9/1-9/30/2019	\$ 50.67		\$ 50.67
12/31/2019	current charges (10/1-12/31/2019)	\$ 152.01		\$ 202.68
4/2/2020	current charges (1/1-3/31/2020)	\$ 156.57		\$ 359.25
6/30/2020	current charges (4/1-6/30/2020)	\$ 156.57		\$ 515.82
9/30/2020	current charges (7/1-9/30/2020)	\$ 156.57		\$ 672.39
12/31/2020	current charges (10/1-12/31/2020)	\$ 156.57		\$ 828.96
3/31/2021	current charges (1/1-3/31/2021)	\$ 161.27		\$ 990.23
6/30/2021	current charges (4/1-6/30/2021)	\$ 161.27		\$ 1,151.50
9/30/2021	current charges (7/1-9/30/2021)	\$ 161.27		\$ 1,312.77
12/31/2021	current charges (10/1-12/31/2021)	\$ 161.27		\$ 1,474.04
3/31/2022	current charges (1/1-3/31/2022)	\$ 166.11		\$ 1,640.15
6/30/2022	current charges (4/1-6/30/2022)	\$ 166.11		\$ 1,806.26
9/30/2022	current charges (7/1-9/30/2022)	\$ 166.11		\$ 1,972.37
12/31/2022	current charges (10/1-12/31/2022)	\$ 166.11		\$ 2,138.48
3/31/2023	current charges (1/1-3/31/2023)	\$ 171.10		\$ 2,309.58
6/30/2023	current charges (4/1-6/30/2023)	\$ 171.10		\$ 2,480.68

unpaid \$2,000.00 connection fee  
 paid \$50 Residential sewer permit fee

Michael Wille - 21216 CR 1

DATE	TRANSACTION TYPE	CHARGES	CREDITS	BALANCE
12/31/2019	pro rated 9/1-9/30/2019	\$ 50.67		\$ 50.67
12/31/2019	current charges (10/1-12/31/2019)	\$ 152.01		\$ 202.68
4/2/2020	current charges (1/1-3/31/2020)	\$ 156.57		\$ 359.25
6/30/2020	current charges (4/1-6/30/2020)	\$ 156.57		\$ 515.82
9/30/2020	current charges (7/1-9/30/2020)	\$ 156.57		\$ 672.39
12/31/2020	current charges (10/1-12/31/2020)	\$ 156.57		\$ 828.96
3/31/2021	current charges (1/1-3/31/2021)	\$ 161.27		\$ 990.23
6/30/2021	current charges (4/1-6/30/2021)	\$ 161.27		\$ 1,151.50
9/30/2021	current charges (7/1-9/30/2021)	\$ 161.27		\$ 1,312.77
12/31/2021	current charges (10/1-12/31/2021)	\$ 161.27		\$ 1,474.04
3/31/2022	current charges (1/1-3/31/2022)	\$ 166.11		\$ 1,640.15
6/30/2022	current charges (4/1-6/30/2022)	\$ 166.11		\$ 1,806.26
9/30/2022	current charges (7/1-9/30/2022)	\$ 166.11		\$ 1,972.37
12/31/2022	current charges (10/1-12/31/2022)	\$ 166.11		\$ 2,138.48
3/31/2023	current charges (1/1-3/31/2023)	\$ 171.10		\$ 2,309.58
6/30/2023	current charges (4/1-6/30/2023)	\$ 171.10		\$ 2,480.68

unpaid \$2,000.00 connection fee  
 paid \$50 Residential sewer permit fee

<b>Option 1</b>	<b>Pay connection fee and balance in full</b>			<b>\$4,480.68</b>
<b>Option 2</b>	<b>Pay connection fee in full and make monthly payments towards balance</b>	<b>2 year term</b>		<b>\$103.37/month</b>
<b>Option 3</b>	<b>Make monthly payments towards connection fee and balance</b>	<b>2 year term</b>		<b>\$186.70/month</b>
<b>Option 4</b>	<b>Make monthly payments towards connection fee and balance</b>	<b>3 year term</b>		<b>\$124.47/month</b>
<b>Option 5</b>	<b>Make monthly payments towards connection fee and balance</b>	<b>4 year term</b>		<b>\$93.35/month</b>
<b>Option 6</b>	<b>Make monthly payments towards connection fee and balance</b>	<b>5 year term</b>		<b>\$74.68/month</b>





**AGREEMENT**  
for  
**MAINTENANCE**  
**SERVICES**  
for the  
**CITY of EMILY**

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**AGREEMENT FOR MAINTENANCE SERVICES  
FOR THE COLLECTION SYSTEM**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of June, 2008, by and between The City of Emily, Minnesota, whose address for any formal notice is 21236 2<sup>nd</sup> Street PO Box 68 Emily, Minnesota 56447 (hereinafter "Owner") and Ritter & Ritter Sewer Service, Inc., whose address for any formal notice is 1208 Air Park Drive, Aitkin, Minnesota 56431 (hereinafter "RRI").

**WHEREAS**, Owner owns and provides for the operation of the facilities and systems described in Appendix D (the "Project"); and

**WHEREAS**, Owner desires to contract with RRI to perform certain routine maintenance services at the Project under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, Owner and RRI agree as follows:

**1 SERVICES AND STANDARD OF PERFORMANCE**

1.1 RRI shall, within the design capacity and capability of the Owner's facilities, perform the services set forth in Appendix B in accordance with applicable law and the requirements set forth in Appendix C.

1.2 RRI shall perform the services with the degree of skill and diligence normally employed by maintenance personnel performing the same or similar services.

**2 OWNER'S RESPONSIBILITIES**

2.1 The Owner shall pay for all Capital Expenditures. Any loss, damage or injury resulting from Owner's failure to provide capital improvements and/or funds when reasonably requested by RRI shall be the sole responsibility of Owner.

2.2 Maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of RRI hereunder. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by Owner shall remain the exclusive property of Owner unless specifically provided for otherwise in this Agreement.

2.3 Pay all amounts associated with the occupancy or operation of the System and the performance of the Services including but not limited to all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project, other than taxes imposed upon RRI's net income and/or payroll taxes for RRI employees.

**3 COMPENSATION AND PAYMENT**

Compensation for the services is described in Appendix E.

#### **4 TERM**

4.1 The initial term of this Agreement shall be for Five (5) years commencing on June 1, 2008. Thereafter, this Agreement shall be automatically renewed for successive terms of One (1) year each unless cancelled by either party not less than 120 days prior to expiration.

4.2 Either party may terminate this Agreement for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Neither party shall terminate this Agreement without giving the other party thirty (30) days' written notice of intent to terminate for failure of the other party to correct the breach within a reasonable time.

#### **5 INDEMNITY AND LIABILITY**

5.1 RRI agrees to indemnify, defend (with counsel reasonably acceptable to Owner) and hold harmless Owner and its officers, officials, employees and agents from and against all liability, loss, damage, expense, costs, including attorney fees, arising out of or associated with RRI's work or duties as described herein, caused in whole or in part by any willful misconduct, negligent act or omission of RRI, its agents, any of its subcontractors, and anyone directly or indirectly employed by RRI, its agents or its subcontractors, and anyone for whose acts any of them may be liable, except where caused solely by the Owner's willful misconduct, negligent act or omission.

5.2 It is understood and agreed that, in seeking the services of RRI under this Agreement, Owner is requesting RRI to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend RRI from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of RRI, its employees or its subcontractors in the performance of services under this Agreement.

#### **6 FINES AND CIVIL PENALTIES**

6.1 RRI shall not be liable for fines or civil penalties that result from violations (i) that occurred prior to the Commencement Date of this Agreement (unless covered by the existing agreement between the parties); (ii) for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by RRI's negligent operations; or (iii) are otherwise directly related to the ownership of the Project.

#### **7 INSURANCE**

7.1 RRI shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

7.1.1 Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the Project is located.

7.1.2 Comprehensive Automobile and Vehicle Liability Insurance with one Million Dollars (\$1,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of RRI owned or leased motor vehicles, including onsite and offsite operations.

7.1.3 Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of RRI or any of its employees, or subcontractors.

7.1.4 Pollution Liability Insurance with limits of Ten Thousand Dollars (\$10,000) per occurrence and in the aggregate, covering operation of the wastewater treatment facilities only.

7.2 Owner will maintain the following insurances throughout the term of the Agreement, and shall provide RRI with Certificates of Insurance to demonstrate compliance with this provision:

7.2.1 Property Damage Insurance for all property including Owner supplied vehicles and equipment for the full fair market value of such property.

7.2.2 Liability Insurance for all motor vehicles and equipment provided by Owner and operated by RRI under this Agreement.

7.3 Owner and RRI will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

#### **8 LABOR DISPUTES**

In the event activities by Owner's employee groups or unions causes disruption in RRI's ability to perform its obligations under this Agreement, Owner, with RRI's assistance, or RRI at its own option, may seek appropriate injunctive court orders during any such disruption, RRI shall operate the facilities on a best efforts basis until any such disruptions cease, but RRI cannot assure compliance with all contract conditions.

#### **9 UNFORESEEN CIRCUMSTANCES**

9.1 Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

9.2 In the case of Unforeseen Circumstances Owner agrees to pay any Costs (including without limitation all overtime charges and additional equipment charges) incurred by RRI in connection with the Unforeseen Circumstance.

#### **10 ACCESS TO FACILITIES AND PROPERTY**

10.1 Owner will make its facilities accessible to RRI as required for RRI's performance of its services, and will secure access to any other Owner property necessary for performance of RRI's services.

#### **11 INDEPENDENT CONTRACTOR**

RRI is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. As an independent contractor, RRI not entitled to indemnification by Owner or the provision of a defense by Owner, except as provided in article 5, above. This acknowledgment by RRI does not affect its independent ability (or the ability of its insurer).

**12 CHANGES**

Owner and RRI may mutually make changes within the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to the Agreement executed by both parties.

**13 NO THIRD PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than Owner and RRI and has no third party beneficiaries.

**14 JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

**15 SEVERABILITY AND SURVIVAL**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

**16 AUTHORITY**

Both parties represent and warrant to the other party that the execution delivery and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

**17 ENTIRE AGREEMENT**

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the parties.

**MAINTENANCE MANAGEMENT  
RITTER & RITTER, INC.**

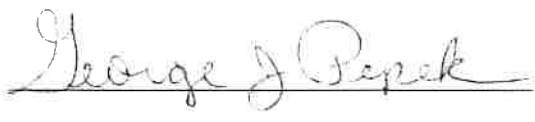


Name:

Title: President

Date:

**City of EMILY**



Name:

Title: Mayor

Date:

## APPENDIX A - DEFINITIONS

- A.1 "Fee" means the compensation paid by Owner to RRI for the services defined in Appendix B of this Agreement for any year of the Agreement. The Fee is specified in Appendix E.1 and will be renegotiated annually. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.
- A.2 "BOD" means Biochemical Oxygen Demand.
- A.3 "Change in the Scope" means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement
- A.4 "Commencement Date" shall mean June 1, 2008, or a mutually acceptable date.
- A.5 "Preventive Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or RRI to maximize the service life of the equipment, sewer, and facility.
- A.6 "Project" means all equipment, grounds, and facilities described in Appendix D and where appropriate, the maintenance, and management of such.
- A.7 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, or facility or some component thereof.
- A.8 "TSS" means total suspended solids.
- A.9 "Unforeseen Circumstances" means any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of RRI; (iii) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

## APPENDIX B - SCOPE OF SERVICES

RRI SHALL:

### B.1 GENERAL

B.1.1 Be the exclusive responder to all blockages or failures to the owners collection system, during the term of this agreement

B.1.2 Be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within one (1) hour of notification by owner. RRI shall designate, as a minimum, one staff member as standby to respond to such calls.

B.1.3 Staff the Project with a sufficient number of qualified employees who possess the technical skills to perform the services specified in this Agreement, and where appropriate, the certification requirements mandated by the State.

B.1.4 Clean the Individual Grinder lift stations as required by owner or owners representatives.

B.1.5 In any emergency affecting the safety of persons or property, RRI shall act without written amendment or change order, at RRI's discretion, to prevent threatened damage, injury or loss; provided however, that RRI shall obtain prior Owner approval for any emergency expenditure in excess of one Thousand Dollars (\$1,000.00). RRI will notify Owner as soon as reasonably possible and shall be compensated by Owner for any such emergency work notwithstanding the lack of written amendment or change order. Such compensation shall include RRI's Direct Costs for the emergency work plus fifteen percent (15%).

B.1.6 Utilize Owner provided security devices during RRI's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm. Upon exiting the Project, RRI shall make sure that all Project gates and structures are locked and that any security alarms are activated.

B.1.7 RRI shall clean 33% of the Cities collection system per year, paying more attention to problem areas as noted through cleaning activities or the city or its representative(s).

B.1.8 Provide for the disposal of screenings, grit, scum, sludge's, and Biosolids (collectively, "Residuals) to existing disposal sites. Any change in the Cost of this service due to increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees shall constitute a change in scope and give cause for an adjustment in fee. Owner and RRI agree that Owner is the Generator of the Residuals.

B.1.9 Where land application is used as the method for disposal of Biosolids, RRI shall comply with the State and Federal 40 CFR 503 regulations applicable to such method. Specifically, RRI shall assist Owner in securing all permits and land use agreements, and perform soils and Biosolids testing, and report the volume and quantity of Biosolids land applied. RRI may use the existing Owner secured permits and land application sites.



#### B.4 SCOPE CHANGES

B.4.1 A Change in Scope of services shall occur when and as RRI's costs of providing services under this Agreement change as a result of:

B.4.1.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of an Unforeseen Circumstance. Such Changes in Scope will be invoiced to Owner in an amount equal to RRI's Cost plus fifteen percent (15%) and shall be due and payable by Owner commencing the month following the Change in Scope occurs.

B.4.1.4 Owner's request of RRI, and RRI's consent, to provide additional services. Owner and RRI shall negotiate an increase in RRI's Base Fee for these Changes in Scope.

B.4.2 At any time, the Owner may request RRI to provide support services for Owner's capital projects. In this case RRI shall propose a scope of services, schedule and budget identifying direct costs. RRI shall not proceed with any such capital project services without express written authorization of the Owner.

#### APPENDIX C - CAPACITY AND CHARACTERISTICS

##### C.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER COLLECTION SYSTEM

C.1.1 Wastewater Collection System is described as follows:

The City of Emily has: Approximately 12,000 feet of sanitary sewer lines, 64 manholes, 3 municipal lift stations, and 6 Individual Grinder Lift Stations.

#### APPENDIX D - LOCATION OF PROJECT

RRI agrees to provide the services necessary for the routine maintenance, of the facilities described herein:

D.1 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater collection system located at: The City of Emily.

## APPENDIX E

### COMPENSATION AND PAYMENT

#### E.1 COMPENSATION

E.1.1 The cost for cleaning the collection system at 33%, or greater than 2800 feet per year is \$0.75 per foot.

E.1.1.2 The cost for cleaning the collection system at <33%, or less than 2800 feet is \$350.00 per hour; Vactor only,

E.1.1.3 The cost for cleaning / televising the collection system at 33%, or greater than 2300 feet is \$1.17 per foot.

E.1.1.5 The cost for cleaning / televising the collection system at <33%, or less than 2300 feet is \$500.00 per hour.

E.1.1.6 The cost for televising the collection system at 33%, or greater than 2300 feet per year is \$0.70 per foot.

E. 1.1.8 The cost for televising the collection system at <33%, or less than 2300 feet per year is \$250.00 per hour.

E.1.2 Routine cleaning each lift station is \$350.00 per lift station, or \$250.00 per lift station if all three municipal lift stations are cleaned at the same time.

E.1.2.1 Routine cleaning each grinder station is \$200.00 per hour, or \$175.00 per hour for cleaning multiple stations of 3 or more.

E.1.3 After hours response to collection system problems shall be billed at a rate of \$500.00 per hour, plus any expenses.

E.1.4 Adjustments for Change in Scope. Compensation for Change in Scope shall be at RRI's Direct Cost plus 15% or as otherwise set forth in Appendix B.

#### E.3 PAYMENT OF COMPENSATION

E.3.1 All compensation to RRI is due on receipt of RRI's invoice and payable within Thirty (30) days).

CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month of June that is twelve (12) months prior to the beginning of the period for which the Estimated Direct Cost is being calculated.

Upon each contract year renegotiation, RRI shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written agreement between the parties as to the new contract year Base Fee, RRI shall issue an invoice retroactively adjusting the previous Base Fee amount.



# City of Emily

Planning and Zoning  
39811 State Hwy 6, P.O. Box 68  
Emily, MN 56447

Phone: (218) 763-3793 Fax: (218) 763-3893  
Email: [zoning@emily.net](mailto:zoning@emily.net)

July 5, 2023

Mayor and City Council  
City of Emily

**Re: July Council Report  
City of Emily**

Mayor and City Council:

The Emily Planning Commission held its regularly scheduled July meeting on July 5th, 2023, at which there was 1 scheduled public hearing. They are forwarding you 2 recommendations this month.

Nick Usherwood has requested a Conditional Use Permit for an auto repair business that includes machining of auto and sport equipment accessories within the Highway Mixed Use zoning district. The Planning Commission is forwarding you a recommendation of approval for that request. The grandfathered in status of his grandfather's business was lost when the business ceased operation for longer than 1 year. No construction is planned at this time.

The Planning Commission also made a recommendation to the City Council to add a fee of \$50 to the fee schedule for permit extension requests that go before the Planning Commission. This would help cover the cost of Planning Commission Meetings for these requests. This was not a public hearing at the Planning Commission meeting rather was under new business.

I do not plan to attend your upcoming meeting. If you have any questions or concerns, please feel free to contact me at (218) 866-0904 or by email at [brittney.cotner@sourcewell-mn.gov](mailto:brittney.cotner@sourcewell-mn.gov).

Sincerely,

CITY OF EMILY

Brittney Cotner  
Planning & Zoning Administrator

## STAFF REPORT

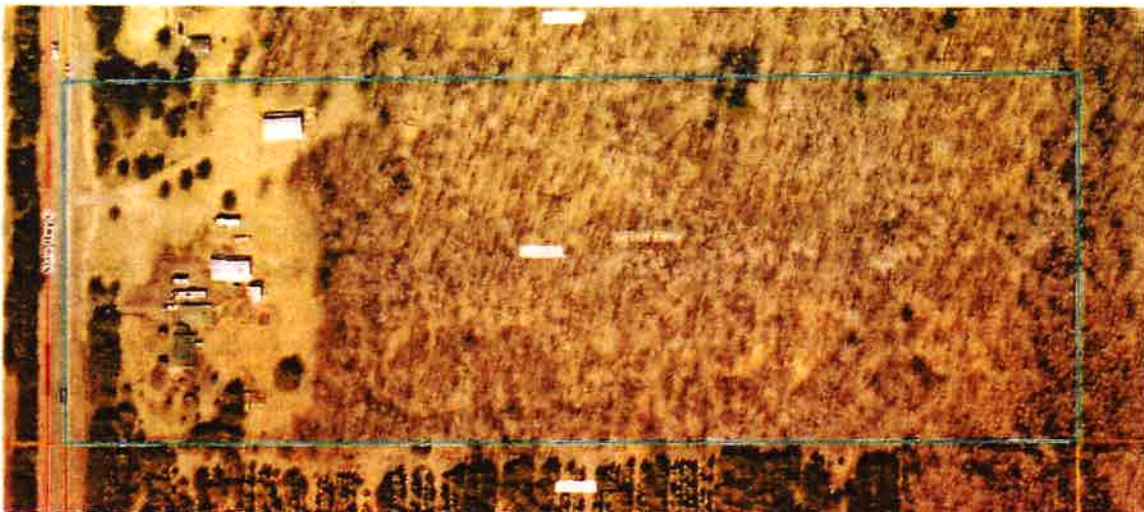
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**Application:** Conditional Use Permit Application 23-21

**Property Owner/Applicant:** Nicholas Usherwood

---

**Background Information:** The applicant is proposing to operate an automobile repair business on the property located at 42524 State Highway 6. The subject property is 14.27-acres and is located in the "Highway Mixed Use" Zone. The subject property has hosted this use in the past. The need for a CUP came after the use stopped for a couple of years therefore removing in the grandfathered status. The HMU district allows for both "Automobile Sales and Repair". There is no proposed construction on the property at this time. The business will take place within the existing buildings.



**Applicable Ordinances:**

**§ 152.042 HIGHWAY MIXED-USE {HMU}.**

(B) *Lot and use requirements (HMU}*

Buildable lot area	2 acres
Building height - feet, maximum	25
Impervious surface - percent, maximum	25%
Lot width- feet, minimum	100
Setback, between buildings - feet, minimum	10
Setback, parking from lot line - feet, minimum	10
Setback, right-of-way, city road- feet, minimum	30
Setback, right-of-way, county or state road, feet, minimum	30
Setback, side next to residential district - feet, minimum	30
Setback, side yard - feet, minimum	30
Setback, rear - feet, minimum	30
Setback, sign - feet, minimum	1
Setback, wetland - feet, minimum	75

**§ 152.155 CONDITIONAL USE PERMITS.**

(E) The Planning and Zoning Commission shall decide the issue with consideration to the following:

(1) The following must be met:

(a) The use or development is an appropriate conditional use in the land use zone;

(b) The use or development, with conditions, conforms to the comprehensive land use plan;

- (c) The use with condition is compatible with the existing neighborhood;
- (d) The use with conditions would not be injurious to the public health, safety, welfare, decency, order, comfort, convenience, appearance or prosperity of the city; and
- (e) For conventional subdivisions, the property contains physical constraints which make it unable to be developed by the conservation subdivision method.

(2) The following must be considered.

(a) The conditional use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose permitted on that property, nor substantially diminish or impair values in the immediate vicinity.

(b) The conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

(c) The conditional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.

(d) The conditional use will have vehicular approaches to the property which are so designed as not to create traffic congestion or an indifference with traffic on surrounding public thoroughfares.

(e) Adequate measures have been taken to provide sufficient off-street parking and loading space to serve the proposed use.

(f) Adequate measures have been taken or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance and to control lights and signs in such a manner, that no disturbance to neighboring properties will result.

(g) The conditional use will not result in the destruction, loss or damage of a natural, scenic or historical feature of major significance.

(h) The conditional use will promote the prevention and control of pollution of the ground and surface waters including sedimentation and control of nutrients.

**APPENDIX A: TABLE OF USES**

<i>TABLE OF USES</i>	
<i>Use</i>	<i>Highway Mixed Use</i>
Automobile Sales & Repair	C

**Findings of Fact.** Staff provides the following findings of fact for consideration:

- 1) The subject property is located at 42524 State Highway 6 (PIN 21150526).
- 2) The conditional use permit request is to operate an automobile repair business and machining of accessory parts for motor sport equipment.
- 3) The proposed use, with conditions, conforms to the comprehensive plan. The intended use of the property is for commercial purposes within the Highway Mixed use zoning district.
- 4) The proposed use, with conditions, is compatible with the existing neighborhood and has existed on this property historically without a Conditional Use Permit.
- 5) The subject property is located adjacent to State Highway 6 where commercial growth is expected.
- 6) The proposed use with not be injurious to the public health, safety, welfare, decency, order, comfort convenience, appearance, or prosperity of the city.
- 7) The proposed use will not impede the orderly development and improvement of surrounding vacant property for uses predominant in the area (residential and commercial).

---

**Planning Commission Direction:** The Planning Commission can approve or deny the conditional use permit request or table the request if additional information is needed. If the motion is for approval or denial, findings of fact shall be cited.

---

**Staff recommendation:** Staff recommends the application be approved with the following conditions:

1. Although the "Table of Uses" within the zoning code groups "automobile and repair" into the same use, this approval is for repair and machining of automobiles. The addition of automobile sales will require a modification to this Conditional Use Permit.
2. Customer equipment is to be stored inside of a structure or be fully screened from the road and neighboring properties by way of either natural trees and shrubs or a fence.
3. A maximum of 3 units of equipment may be on the property for sale at any one time without invoking condition #1. The equipment for sale must be kept in a tidy manor.

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

**RESOLUTION NO. 23-29**

**A RESOLUTION ADOPTING FINDINGS OF FACT AND  
CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT APPLICATION  
OF NICHOLAS USHERWOOD AT 42524 STATE HIGHWAY 6, PIN 21150526**

**WHEREAS**, at the Emily City Council Meeting on the 11<sup>th</sup> day of July, 2023 the Emily City Council reviewed a Conditional Use Permit application on behalf of: Nicholas Usherwood; and,

**WHEREAS**, in accordance with the provisions of the City of Emily Zoning Ordinance and pursuant to the requirements of Chapter 462 of Minnesota Statutes the Conditional Use Permit would authorize the above named to: operate an automobile repair business that includes machining of auto and sport equipment accessories within the Highway Mixed Use zoning district on the following property located in the City of Emily, Crow Wing County:

Parcel Number: 21150526

Legal Description: SW¼ of NW¼ Exc N 858 ft thereof & Exc Hwy

Address: 42524 State Highway 6, Emily, MN;

And,

**WHEREAS**, the Planning Commission has considered the Applicant's request at a duly noticed Public Hearing which took place on July 5, 2023, and has recommended approval to the City Council; and

**FINDINGS OF FACT:**

1. The subject property is located at 42524 State Highway 6 (PIN 21150526).
2. The conditional use permit request is to operate an automobile repair business and machining of accessory parts for motor sport equipment.
3. The proposed use, with conditions, conforms to the comprehensive plan. The intended use of the property is for commercial purposes within the Highway Mixed use zoning district.
4. The proposed use, with conditions, is compatible with the existing neighborhood and has existed on this property historically without a Conditional Use Permit.
5. The subject property is located adjacent to State Highway 6 where commercial growth is expected.
6. The proposed use with not be injurious to the public health, safety, welfare, decency, order, comfort convenience, appearance, or prosperity of the city.
7. The proposed use will not impede the orderly development and improvement of surrounding vacant property for uses predominant in the area (residential and commercial).

**CONDITIONS OF APPROVAL:**

1. Although the "Table of Uses" within the zoning code groups "automobile and repair" into the same use, this approval is for repair and machining of automobiles. The addition of automobile sales will require a modification to this Conditional Use Permit.



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

**RESOLUTION NO. 23-29**

**A RESOLUTION ADOPTING FINDINGS OF FACT AND  
CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT APPLICATION  
OF NICHOLAS USHERWOOD AT 42524 STATE HIGHWAY 6, PIN 21150526**

**WHEREAS**, at the Emily City Council Meeting on the 11<sup>th</sup> day of July, 2023 the Emily City Council reviewed a Conditional Use Permit application on behalf of: Nicholas Usherwood; and,

**WHEREAS**, in accordance with the provisions of the City of Emily Zoning Ordinance and pursuant to the requirements of Chapter 462 of Minnesota Statutes the Conditional Use Permit would authorize the above named to: operate a light manufacturing ~~an automobile repair~~ business that includes machining of ~~auto and~~ sport equipment accessories within the Highway Mixed Use zoning district on the following property located in the City of Emily, Crow Wing County:

Parcel Number: 21150526

Legal Description: SW¼ of NW¼ Exc N 858 ft thereof & Exc Hwy

Address: 42524 State Highway 6, Emily, MN;

And,

**WHEREAS**, the Planning Commission has considered the Applicant's request at a duly noticed Public Hearing which took place on July 5, 2023, and has recommended approval to the City Council; and

**FINDINGS OF FACT:**

1. The subject property is located at 42524 State Highway 6 (PIN 21150526).
2. The conditional use permit request is to operate a light industrial ~~an automobile repair~~ business and machining of accessory parts for motor sport equipment.
3. The proposed use, with conditions, conforms to the comprehensive plan. The intended use of the property is for commercial purposes within the Highway Mixed use zoning district.
4. The proposed use, with conditions, is compatible with the existing neighborhood and has existed on this property historically without a Conditional Use Permit.
5. The subject property is located adjacent to State Highway 6 where commercial growth is expected.
6. The proposed use with not be injurious to the public health, safety, welfare, decency, order, comfort convenience, appearance, or prosperity of the city.
7. The proposed use will not impede the orderly development and improvement of surrounding vacant property for uses predominant in the area (residential and commercial).

**CONDITIONS OF APPROVAL:**

1. ~~Although the "Table of Uses" within the zoning code groups "automobile and repair" into the same use, this approval is for repair and machining of automobiles. The addition of automobile sales will require a modification to this Conditional Use~~

~~Permit.~~

2. Customer equipment is to be stored inside of a structure or be fully screened from the road and neighboring properties by way of either natural trees and shrubs or a fence.
3. A maximum of 3 units of equipment may be on the property for sale at any one time ~~without invoking condition #1~~. The equipment for sale must be kept in a tidy manner.

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

The application to issue a Conditional Use Permit to allow Nicholas Usherwood to operate a ~~light manufacturing an automobile repair~~ business and machining of accessory parts for motor sport equipment at property described as 42524 State Highway 6, PIN 21150526, as allowed per Land Use Ordinance 152.042 and 152.155, is hereby approved, subject to the above listed conditions.

The City of Emily Zoning Administrator is herewith directed to issue the appropriate permits pursuant to this Conditional Use Permit.

Passed by the City Council of Emily, Minnesota this 11th day of July, 2023.

---

Tracy Jones  
Mayor

Attested:

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Cari Johnson, MCMC  
City Clerk/Treasurer

2. Customer equipment is to be stored inside of a structure or be fully screened from the road and neighboring properties by way of either natural trees and shrubs or a fence.
3. A maximum of 3 units of equipment may be on the property for sale at any one time without invoking condition #1. The equipment for sale must be kept in a tidy manner.

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

The application to issue a Conditional Use Permit to allow Nicholas Usherwood to operate an automobile repair business and machining of accessory parts for motor sport equipment at property described as 42524 State Highway 6, PIN 21150526, as allowed per Land Use Ordinance 152.042 and 152.155, is hereby approved, subject to the above listed conditions.

The City of Emily Zoning Administrator is herewith directed to issue the appropriate permits pursuant to this Conditional Use Permit.

Passed by the City Council of Emily, Minnesota this 11th day of July, 2023.

\_\_\_\_\_  
Tracy Jones  
Mayor

Attested:

\_\_\_\_\_  
Cari Johnson, MCMC  
City Clerk/Treasurer

# 2023 Permits--Emily Planning and Zoning

NUMBER	Recd	Appvrd	RE CODE	LAST	FIRST	ADDRESS	TYPE	DESCRIPTION	FEE	DISTRICT	Project Completed Y/N
23-01	1/3/2023	1/3/2023	21040581	Wes Hanson Builders/Kosiak	Rhonda Kosiak	20048 Roosevelt Ridge	Land Use	42'X28' (1,176 SqFt) Addition to existing accessory structure pole shed	\$250.00	RP	
23-02	1/30/2023	1/31/2022	21030519	Proctor	Todd	21438 Evening Star Lane	After-The-Fact Land Use	Construct 10'X16' (160 SqFt) Accessory Structure shed	\$750.00	RP	1/31/2022
23-03	2/2/2023	2/7/2022	21260620	Rheaurme	Patrick & Jacqueline	40900 Yellow Birch Lane	Land Use	36" wide stairs from existing deck to ground level for access	\$60.00	SR	NA
23-04	2/27/2023	5/23/2023	21170518	Krumwiede	Kevin & Violetta	42865 Minnie Lake Drive	SSTS	Installing a new holding tank in existing septic system	\$250.00	NR	
23-05	2/22/2023	3/7/2023	21170518	Krumwiede	Kevin & Violetta	42865 Minnie Lake Drive	Land Use	Construct New 28'X64' (1,792 SqFt) Modular home and 24'X30' (720 sqft) Accessory Structure garage	\$700.00	NR	
23-06	2/27/2023	3/7/2023	21080521	Real Solar		19573 Blue Lake Rd	Land Use-Solar Panels	Install 14 85 KW DC solar system on flush mount roof racking	\$75.00	SR	Yes- SF 4/24/2023 per email notification
23-07	2/27/2023	2/28/2023	21080517	Angell	Stacey	43876 Roosevelt Dr	Land Use	Construct a 60'X104' (6,240 SqFt) pole shed	\$400.00	SR	
23-08	2/27/2023	2/28/2023	21030519	Proctor	Todd	21438 Evening Star Lane	Land Use	Construct a 11'X24' (264 SqFt) shed	\$150.00	RP	
23-09	2/27/2023	2/28/2023	21030519	Proctor	Todd	21438 Evening Star Lane	Land Use- Camper	Annual Camper Permit	\$25.00	RP	
23-10	3/13/2023	4/4/2023	21270656	Emily Wesleyan Church	Kris Balvin	40141 State HWY 6	Outdoor Market Permit	Outdoor Market Permit	\$75.00	DM	

NUMBER	Recd	Apprvd	RE CODE	LAST	FIRST	ADDRESS	TYPE	DESCRIPTION	FEE	DISTRICT	Project Completed Y/N
23-11	3/15/2023	3/22/2023	21090670	Gorsuch	Beverly	20529 Cleanwater Dr	Land Use	Construct a 10'X16' (160 SqFt) deck to existing home	\$75.00	NR	
23-12	3/20/2023	3/22/2023	21250526	Adamsheck	Jeff	23252 South Shore Dr	Land Use	Construct a 45'X48' (2,160 SqFt) Accessory Structure	\$400.00	SR	
23-13	4/3/2023	4/11/2023	21060502	Sundstrom	Kari & Eeva	44865 Preserve Pt	Land Use	Construct a 20X29 (580 SqFt) 3 season dwelling with 20X6(120 SqFt) Porch Install-roof mounted solar-system-44 panels, 2 inverters, 16-28-KW	\$250.00	SR	
23-14	4/11/2023	6/6/2023	21080576	Solar Permits-Trevor Southards	Timothy Gillespie	18774 Crooked Creek Rd	Land Use-Solar Panels	After-The-Fact Permit 8'X10' and 10'X16' Accessory Structure	75-Need to Pay	SR	
23-15	4/24/2023	6/27/2027	21080567	Patnode	Loren	19590 Blue Lake Rd	Land Use	Construct a 16'X24' (384 SqFt) Accessory Structure	\$1,500.00	SR	
23-16	4/26/2023	5/2/2023	21030568	Mallery	leonard	44924 S Smokey Hollow Rd	Land Use	Construct a 24X35 (840 SqFt) Accessory structure (garage) AND 24X25 (600 SqFt) secondary dwelling with deck	\$150.00	SR	
23-17	5/9/2023	5/9/2023	21220582	Huff	Crystal	21343 Mill Rd	Land Use		\$400.00	NR	
23-19	5/16/2023	5/16/2023	21330616	Istvanovich	John & Jessica	20125 Ciy Rd 1	Land Use	Construct a 8'X32' (256 SqFt) accessory structure( chicken coopw/run) and 14'X16' ( 224 SqFt) free standing deck	\$150.00	RP	
23-20	5/16/2023	5/16/2023	21270610	Stern	Jon & Karen	XXXX Bloomquist Dr	Land Use	New Dwelling 25'X56' (1,400 SqFt) with 23'X24' (562 SqFt) attached garage	\$450.00	DMU	
23-21	5/17/2023		21150526	Usherwood	Nicolas	42524 St HWY 6	Conditional Use Permit	Small business use; Machine shop & repair shop	500 Plus \$46.00 to CWC	HMLU	
23-22	5/22/2023	5/23/2023	21220629	Dylan-Burge-Beachcombers LLC	Dawn Korinek	40948 Poplar	Land-Use Permit	Install a 264 SqFt Paver-Patio-with-20-Ft boulder-edgin	\$150.00	SR	

Need compliant SSTS

CUP at Planning Commission meeting 7-5-2023

Need to return fee

23-23	5/22/2023	5/23/2023	21190569	Keller	Dean & Barb	17875 Emerald Dr	Land Use Permit	Construct a 30'X40' (1,200 SqFt) garage	\$250.00	SR	
23-24	5/23/2023	5/23/2023	21060533	Sorg	Robert	18526 Woodlake Blvd	Land Use Permit	New Dwelling Construction 40'X30' (1,200 SqFt) Install a Type 1 Mound Design SSTS System 300 GPD, 1,500 gallons 2 compartment tank	\$450.00	SR	
23-25	5/23/2023	5/23/2023	21060533	Sorg	Robert	18526 Woodlake Blvd	SSTS Permit	Construct a 36'X56' (2,016 SqFt) Accessory Structure	\$250.00	SR	
23-26	5/23/2023	5/23/2023	21220504	Edmonds	James	41122 Poplar Dr	Land Use Permit	construct a 76'X32' (2,432 SqFt) Dwelling	\$400.00	SR	
23-27	5/30/2023	5/30/2023	21170528	Gerlach	Ryan	43251 Minnie Lake Dr	Land Use Permit	Install a Type 1 Trench/Pressure Bed design, 750 GPD, 2250 Gallons 1 tank	\$550.00	SR	
23-28	5/30/2023	5/30/2023	21170528	Gerlach	Ryan	43251 Minnie Lake Dr	SSTS	Place a RV Fishhouse on lot. Porta Potty on site	\$250.00	SR	
23-29	5/30/2023	NA-Cass Cty	21060684	Wilhelmi	Billy	17960 Wood Lake Blvd	Annual Camper Permit	Did not pay Fee		SR	Cass County
23-30	6/5/2023	6/6/2023	21230550	Linhoff	Samuel	22084 County Rd 1	Land Use Permit	Construct a 12'X43' (516 SqFt) Deck attached to dwelling	\$150.00	SR	
23-31	6/5/2023	6/6/2023	21250528	Nolby	Brent	23248 South Shore Dr	Land Use Permit	Construct a 44'X30' (1,320 SqFt) Accessory Structure	\$400.00	SR	
23-32	6/6/2023	6/6/2023	21210514	Kelly	Shaun	40883 State Hwy 6	Land Use Permit	Construct a 12'X32' (384 SqFt) Accessory Structure with Class 5 Gravel Driveway	\$150.00 Need Payment	FR	Holding Permit
23-33	6/6/2023	6/6/2023	21030505	Blackwell	Tim	21310 Evening Star Lane	Camper Permit-Permenant	Permenant camper permit with connection to existing septic system	\$200.00	RP	
23-34	6/6/2023	6/6/2023	21300505	Pendizmas	William	40206 Marshview Dr	SSTS Permit	Install a Type 1 Trench/Seepage Bed design system, 300 GPD, 1,500 Gallon 2 compartment tank	\$250.00	SR	

23-35	6/6/2023	6/6/2023	21300505	Pendizmas	William	40206 Marshview Dr	Land Use Permit	New construction Dwelling 35'X24' (840 SqFt) with 13'X24' (312 sqFt) Attached Garage	\$450.00	SR	
23-36	6/7/2023	6/13/2023	21220583	Holcomb	Jeffrey	21321 Mill Rd	SSTS Permit	Install a Type 1 Trench/Pressure Bed design 450 GPD, 1,500 gallon 1 compartment tank Adding an effluent filter to outlet and 500 gallon lift tank & alarm	\$250.00	NR	
23-37	6/7/2023	6/13/2023	21060586 & 21060585	Schmoll	Tom & Karen	10 Woodlakes Tri NE-fifty Lakes	Land Use Permit	Construct a 30'X30'(900 SqFt) addition to existing pole shed structure	\$250.00	SR	
23-38	6/8/2023		21080576	Gillespie	Timothy Gillespie	18774 Crooked Creek Rd	Land Use Permit	Install roof mounted solar system 44 panels, 2 inverters, 16.28 KW	\$75.00	SR	Need Compliance SSTS
23-39	6/12/2023	6/13/2023	21220583	Holcomb	Jeffrey	21321 Mill Rd	Land Use Permit	New construction Dwelling 74'X28' (2,072 SqFt) with a 30'X40' (1,200 SqFt) Accessory Structure pole shed	\$550.00	NR	
23-40	6/12/2023		Emily Ace Storage LLC	21270736	Dan Erickson	XXXX Sawmill Rd	CUP	Construct 4 135'X40' Storage Buildings	\$500.00	CT	\$46.00 Recording Fee to CWC
23-41	6/12/2023	6/13/2023	Emily Ace Storage LLC	21270736	Dan Erickson	XXXX Sawmill Rd	Land Use Permit	6' Fence around perimeter of lot (195'X375')	\$60.00	CT	
23-42	6/12/2023	6/13/2023	21300504	RZ Plumbing	Tom Andresen	XXXX Marshview Dr	Land Use Permit	New Construction Dwelling 32'X52' (1,664 SqFt) with attached garage and covered porch	\$450.00	SR	
23-43	6/12/2023	6/13/2023	21300504	RZ Plumbing	Tom Andresen	XXXX Marshview Dr	SSTS Permit	Install Type 1, Trench/Pressure Bed Design, 300 GPD, 1,500 gallon tank with 2 compartments	\$250.00	SR	
23-44	6/13/2023	6/13/2023	21220550	Hummel	Kevin & Cindy Dr	41336 Poplar	Land Use Permit	Construct a 12'X18' (216 SqFt) dwelling addition and 20'X24' (480 SqFt) Accessory Structure addition	\$250.00	SR	
23-45	6/20/2023	6/27/2023	21270581	Happy Ours LLC	Randall Provart	40411 Pinewood Dr	Land Use Permit	Construct a 25'X30' (750 SqFt) Accessory Structure	250 Need Payment	SR	Holding Permit

23-46	6/20/2023	6/27/2023	21270581	Happy Ours LLC	Randall Provat	40411 Pinewood Dr	SSTS	Install a Type I, 300 GPD, 1,500 gallon tank	250 Need Payment	SR	SR	Holding Permit
23-47	6/26/2023		21060531	Gothmann	Ronald & Renee	18550 Woodlake Blvd	SSTS		\$250.00	SR		



2023 PERMIT EXTENSIONS

ORIGINAL PERMIT NUMBER	DATE REQUESTED	NAME	ADDRESS	REASON FOR EXTENSION	EXTENDED TO DATE	Decision	Completed
20-31	6/28/2022	Brian Steele	20705 Civ Rd 1	Finish installing doors & siding on accessory structure	7/11/2023	6 MO extension was administratively approved by zoning administrator 10/28/2022 - Brian Steele requested an additional extension on his permit due to injuries and is unable to complete the work until he heals 12/6/2022 Planning Commission granted an additional extension to 7/11/2023	6/26/2023
19-15	7/17/2022	Kelly Hodges/Property owner Gary & Judith Stiner	21140 Mill Rd	Installation of exterior siding windows and doors	9/12/2023	Permit was reinstated 09/02/2020 by Justin Burslie 10/25/2022-Per Bill work has not been completed Letter was sent to property owner Gary & Judith Stiner requesting status update 11/12/2022-Certified letter returned by by Post Office as unclaimed 6/6/2023 - Planning Commission agreed to extend her permit to September 1, 2023 with NO opportunity to receive another extension	1/27/2023
21-49	8/22/2022	Brian Ehait	23253 N Shore Dr	Relocate accessory structure that was built in a wetland (2,076 Sq Ft) Accessory Structure	12/29/2023	Permit was extended to 12/29/2023 by Justin Burslie-See email note in file	
20-86 & 20-87	8/31/2022	Charles Winkler	23145 N Shore Dr	Construction of dwelling	7/31/2023	8/30/2022-Bill did a driveby inspection and noted that material is NOT within the ROW, however construction is not near finished Original permit expiration 10-20-2022 8/31/2022. Certified letter sent requesting status update, signed and delivered on 9/2/2022 10/18/2022 Driveby inspection by Britney shows construction has started Email was sent to property owner letting her know the permit will expire in 2 days if an extension is needed he needs to apply before 10-20-2022 October 24, 2022-Received email request to extend permit Britney extended permit for 6 mo (4-18-2023) 4/18/2023 Received email request to extend permit through July 2023 Britney will add to May 2nd P.Z. agenda 5/7/2023 Planning commission granted the 2nd and final extension to July 31, 2023	
20-37	9/27/2022	Scott & Karen Tasier	40B-40 Yellow Birch Lane	Fencing	Pending	9/14/2022 Bill did a driveby inspection and noted the siding has not been completed Original permit expiration 7/28/2022 Letter sent by regular mail requesting status update No response from homeowner	
21-05	3/6/2023	Michael Hoffarth	40552 S Bay Dr	Relocate or remove accessory structure that was built in ROW. Contractor informed owners the building material for constructing the units will not be available until August 2023	6/9/2023 (pending new location map) submitted 9/9/2023	3/9/2023-Received an email from Michael Helberg (3/8/2023)requesting an extension Britney administratively approved the 6 mo extension with an expiration date of 9/9/2023 with condition proposed new location of the accessory structure be submitted to zoning by 6/9/2023 6/26/2023-Requested extension due to delay in building material Britney administratively approved extension	
21-61	6/26/2023	Benoite/Gorsuch	43823 State HWY 6		11/1/2023		



# CITY OF EMILY

PERMIT #: 21-05

NAME: Mike Helberg

DATE: 3/16/21

PURPOSE: Construct 16' x 30' (480sf) accessory structure

EXPIRATION: MUST BEGIN BY 3/16/22

MUST COMPLETE BY 3/16/23

\* Must be 20' + to Right-of-way per plans \*

- b. Michael Helberg Violation- Michael Helberg came before the Planning Commission to address the violation regarding the placement of his garage shed within the road Right-of-Way (ROW).

Helberg stated that Commissioner Spess and Burslie, former zoning administrator, did a site visit to his property regarding a compliant they had received. Helberg stated that from the time the permit was issued on 3-15-2021, no one from the city ever came out to verify or measure that the garage was in the correct place. Cotner stated there is a condition on the permit application that all Right-Of-Way setback conditions be met and it's the property owners responsibility to ensure the setbacks are correct. Helberg stated he wasn't informed what the ROW or setback definition were pertaining to the placement of the shed. He thought the ROW started from the edge of the road and asked what the ROW is used for. Cotner explained the ROW is for snow removal and utility infrastructure.

Cotner stated she spoke at length to Justin Burslie regarding this issue and was told that Mr. Helberg had already purchased the shed, it was on its way, and he needed a permit approved right away. Burslie couldn't do a site visit prior to permit approval, however he explained the ROW and setback requirements to Helberg and conditioned the permit to be 20 feet or more away from the public road right-of-way. Helberg stated he was never told that information from Burslie. Cotner acknowledged the conversations are he said/she said situation, and she was only relaying the information she received from Burslie. Cotner stated to Helberg that Zoning Administrators are not surveyors, and it's still the responsibility of the property owner to make sure structures are placed within the ordinance setback requirements.

Cotner explained the options available to resolve the violation - apply for an after-the-fact variance, move the shed to a location 20-feet away from the ROW, or remove the shed from the property.

Commissioner Koch stated the Planning Commission does not have the wherewithal to put a building within the right-of-way or not meet the setbacks, which is why we have permits to make sure these setbacks are met. Variances are requested when properties are not able to meet the setback requirements and the process of a public hearing takes place. Commissioner Koch stated this situation did not go through a public hearing process, but instead was a permit to do something if the building was within the right-of-way and setback. In this case, those requirements were not met, which is in violation of the permit. Commissioner Koch asked what the challenge is of moving the structure and how far is it encroaching into the ROW. Cotner stated the structure is 9 feet into the road ROW and there is no available room to slide the structure out of the right-of-way and setback; the structure will need to be moved to another site on the property.

Cotner suggested the site plan could be updated once Helberg decides on the new shed location; which would eliminate the need for a new permit process. The current permit expires 3-16-2023; a six month permit extension can be requested in writing from Helberg, if needed.

- c. Northern Lights Violation Update

Cotner stated she has been in contact with the owner of Northern Lights development regarding the violations (e.g., parking on Roosevelt Lake access lot, motor vehicles on pedestrian trails and docking being stored over the winter). She also contacted MnDOT to let them know the Planning Commission was going to be addressing the parking issue-no comments were submitted by MnDOT. Cotner

MINUTES

Emily Planning Commission

September 6, 2022

**clerk@emily.net**

---

**From:** Alex Voit <avoit@sehinc.com>  
**Sent:** Thursday, July 6, 2023 1:04 PM  
**To:** clerk@emily.net  
**Cc:** Jeff Ledin; Scott Hedlund  
**Subject:** 2023 Dam Repair  
**Attachments:** EMILY 173776 Quote Documents.pdf

Cari,

Attached are the quote documents I sent out to contractors for the 2023 Dam Repairs. Quotes were solicited from J.F. Brennan Company, Magney Construction and Midco Diving and Marine Services. Bids are due back by noon on July 11<sup>th</sup>. Once Bids are in Jeff and I will review and come to the council meeting with a recommendation. Please let me know if you need anything else from me for the council packet.

Thanks,

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

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



Short Elliott Hendrickson Inc.  
150 W. 13th Ave.

## INVITATION TO QUOTE

TO: Quoters

FROM: Alex Voit, PE (Lic. MN)

DATE: June 30, 2023

RE: 2023 Dam Repair  
Emily, Minnesota  
SEH No. EMILY 173776

Enclosed find the Quote Form, Verification of Compliance with Minnesota Statutes 16c285, Specifications, and Drawings for this project. Quotes are due:

Date: **July 11, 2023**

Day: **Tuesday**

Time: **12:00 p.m.**

Quote shall be submitted to: [avoit@sehinc.com](mailto:avoit@sehinc.com)

No Bid Bond is required.

Performance and Payment Bonds are not required.

Certificates of Insurance will be required (name City of Emily (Owner) and SEH as additional insured).

Warranty Bond will be required.

### Background

The City of Emily is requesting quotes for making repairs to the dam located on Dam Road on the south side of Lake Emily. County inspections of the dam identified a hole between the concrete weir and the west abutment which allows drainage of Lake Emily below the dam's weir elevation. In their report county inspectors recommended repairing the leak during low water levels. All repairs required are assumed to be non-structural.

Bridge decking was replaced over the dam in 2019.

### Scope

The objective of this work is to prevent water from leaking from the reservoir and causing further erosion and damage to the structure. The attached report identifies a leak in the dam weir. The contractor shall inspect the entire weir for leaks and repair all leaks identified. The contractor shall utilize their experience in similar situations to identify and apply a product which is intended for this purpose and with which they are thoroughly familiar. The contractor shall demonstrate that the repair has been successful after one year.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 S 6<sup>th</sup> Street, Suite 101, Brainerd, MN 56401

320 229 4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Memorandum  
June 30, 2023  
Page 2

Project Completion: Site is available August 1, 2023  
The Final Completion of the project is October 31, 2023

Contact me at [avoit@sehinc.com](mailto:avoit@sehinc.com) or 218.855.1704 if you have any questions.

mrh

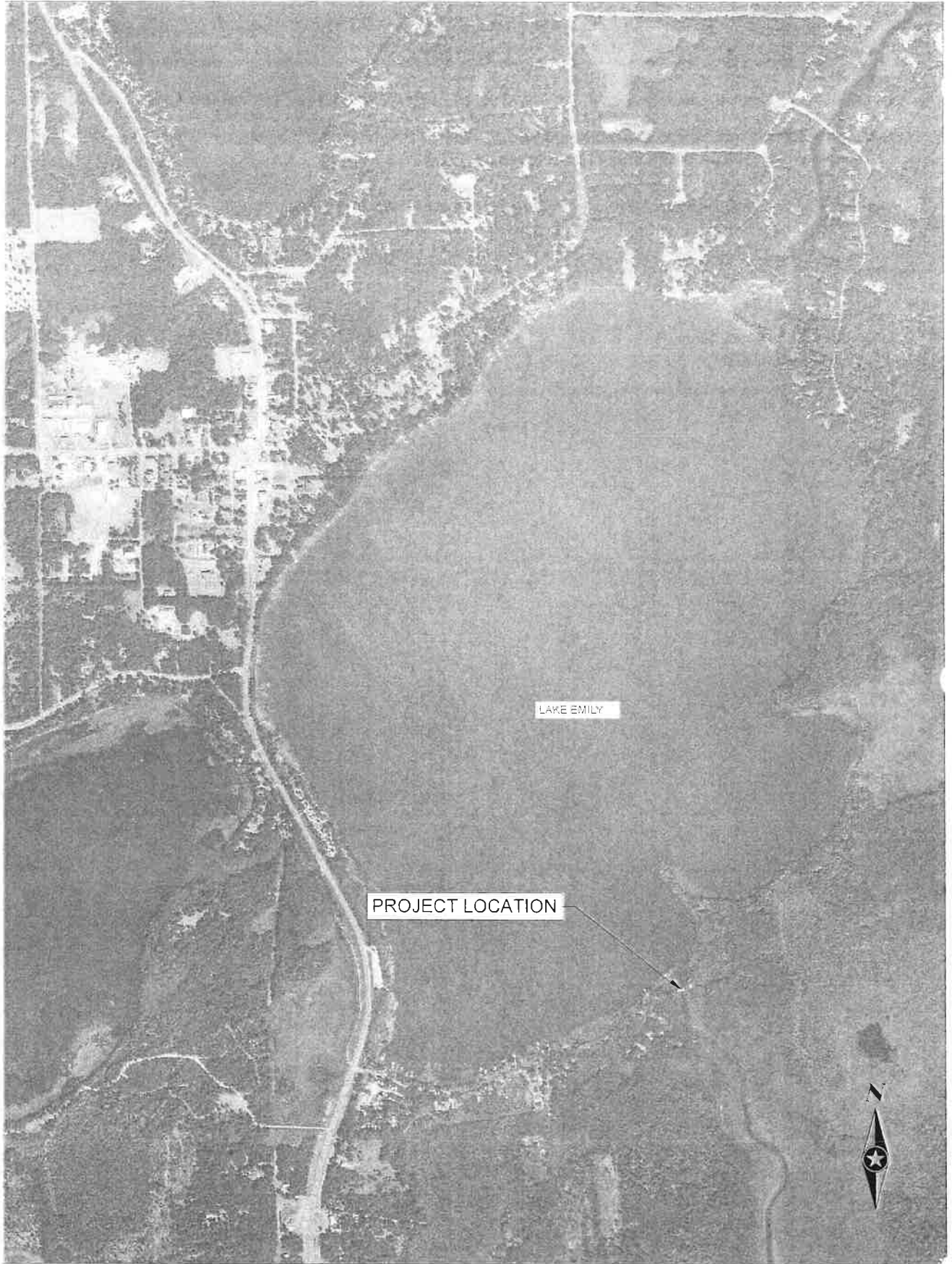
Enclosures

c: Scott Hedlund, SEH

Jeff Ledin, SEH

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Save: 6/30/2023 12:52 PM local Plot: G:\020203 12.52 PM X:\AEB\EMILY\173776\5-fair-dig\p51-drawings\10-Crelics\dr\proj\locat\Plan Sheet\_4.dwg



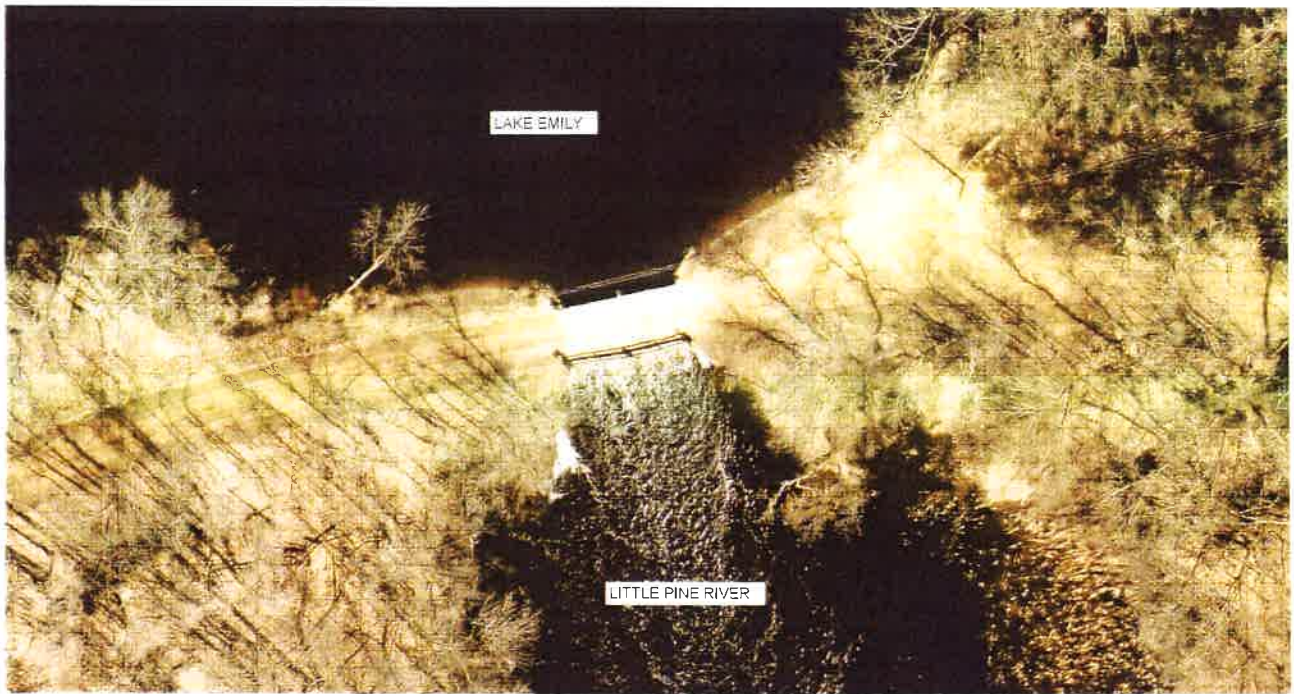
PROJECT NO.  
EMILY 173776

DATE:  
06/30/2023

PROJECT LOCATION MAP  
CITY OF EMILY, MINNESOTA

EXHIBIT 1





CONSTRUCTION NOTES

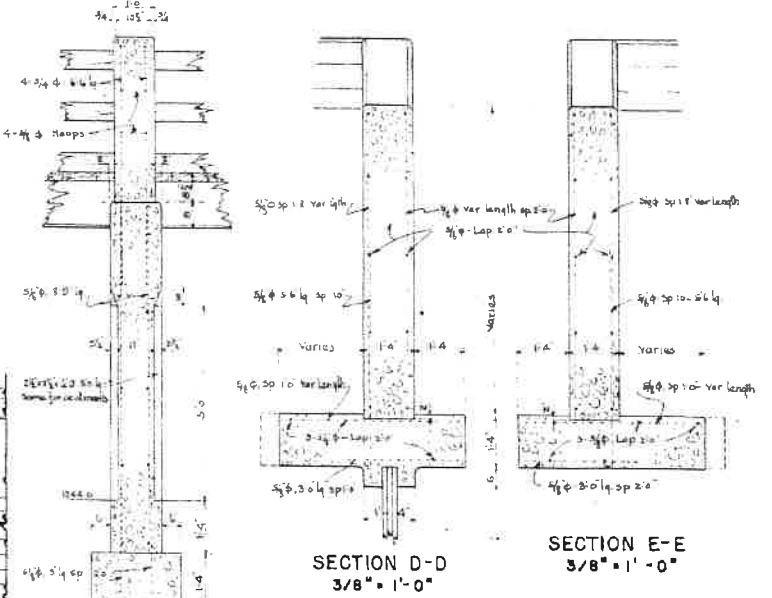
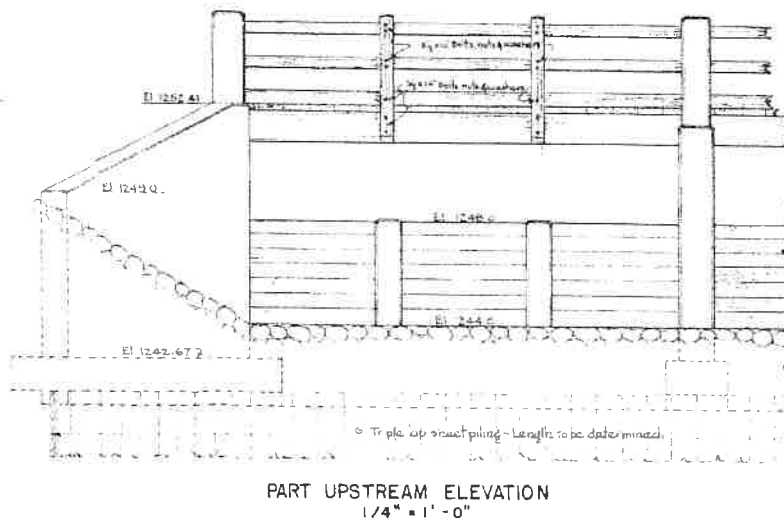
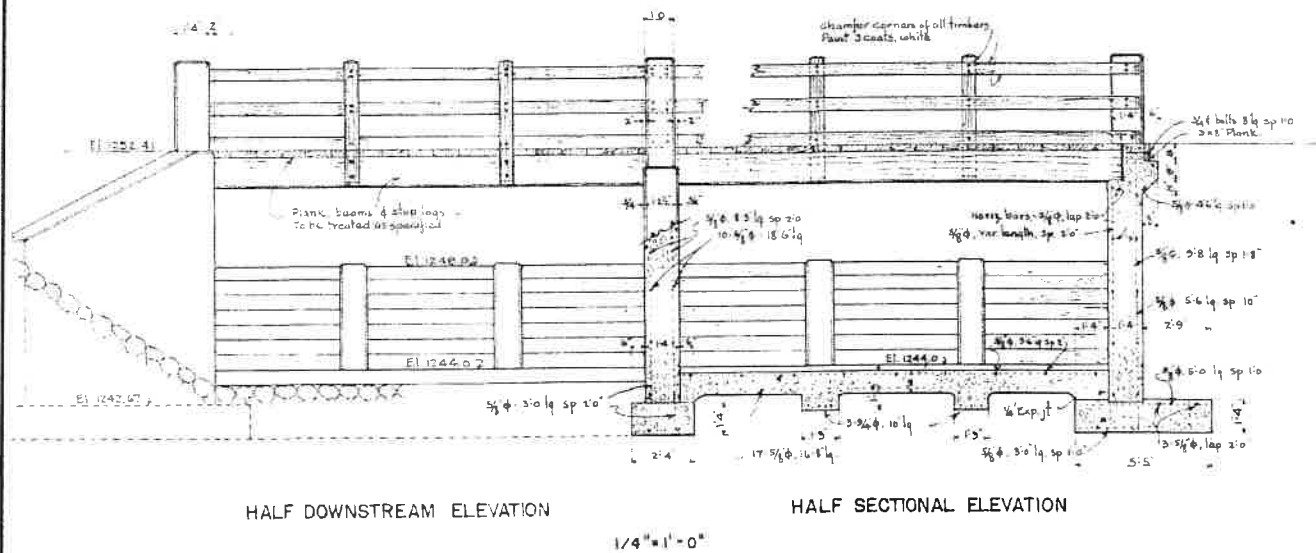
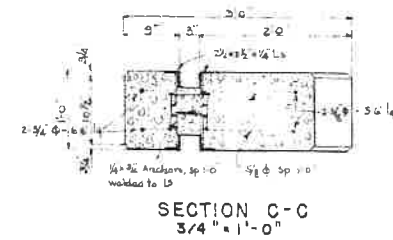
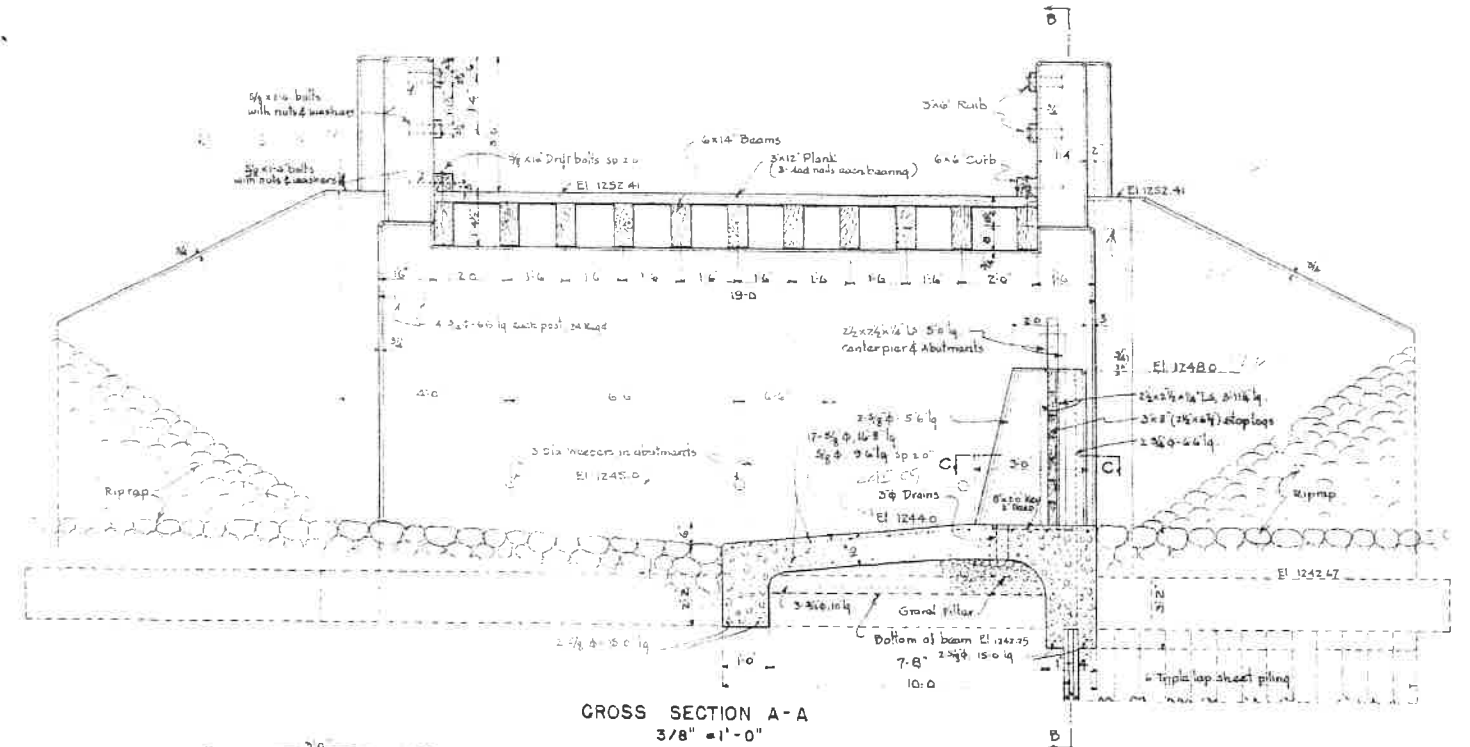
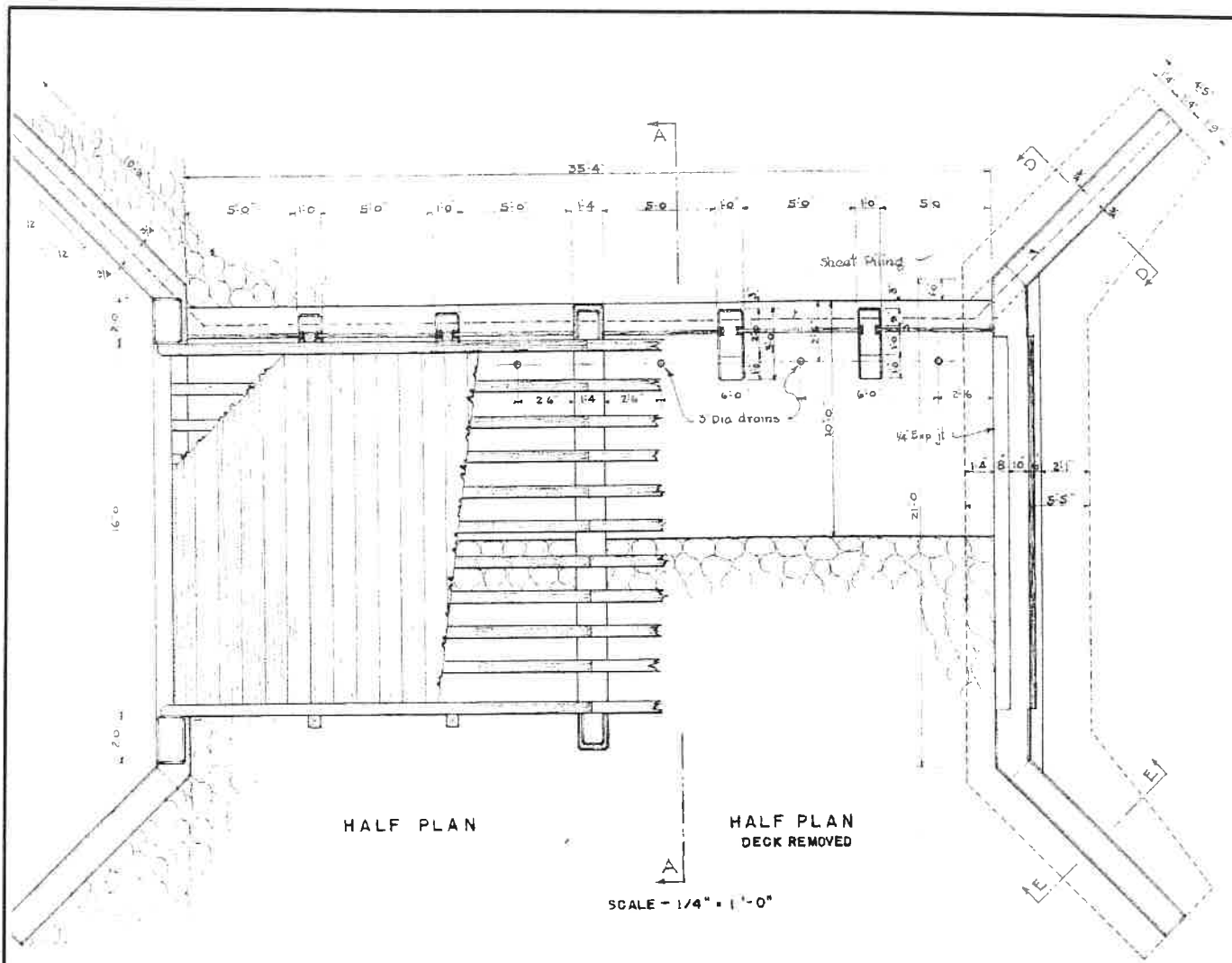
1. THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE "SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 2022 SHALL GOVERN.
2. THE OBJECTIVE OF THIS WORK IS TO PREVENT WATER LEAKING FROM THE RESERVOIR AND CAUSING FURTHER EROSION AND DAMAGE TO THE STRUCTURE.
3. CONTRACTOR SHALL MAINTAIN EXISTING FLOW LEVELS IN THE LITTLE PINE RIVER THROUGHOUT THE WORK.
4. CONTRACTOR SHALL ACQUIRE ALL NECESSARY PERMITTING BASED ON THE METHODS CHOSEN FOR THE WORK.
5. THE ATTACHED INSPECTION REPORT AND PHOTOS IDENTIFY A LEAK ON THE JOINT BETWEEN THE WESTERN ABUTMENT AND DAM WEIR, THE CONTRACTOR SHALL INSPECT ALL WEIR JOINTS FOR ADDITIONAL LEAKS.
6. CONTRACTOR SHALL REPAIR IDENTIFIED LEAK(S) IN THE DAM WEIR WITH A MARINE GRADE PRODUCT CAPABLE OF FULLY AND PERMANENTLY SEALING THE LEAK.
7. THE MATERIAL USED SHALL BE NON SHRINKING.
8. THE REPAIR SHALL FULLY PENETRATE THE LEAK, SEALING IT THROUGH OUT THE JOINT
9. THE CONTRACTOR SHALL PROVIDE MANUFACTURER DATA CERTIFYING THAT THE PRODUCT IS INTENDED FOR THIS USE AND SHALL INSTALL THE PRODUCT PER THE MANUFACTURER'S INSTRUCTIONS.
10. THE CONTRACTOR SHALL UTILIZE THEIR EXPERIENCE IN SIMILAR SITUATIONS AND APPLY PRODUCT WHICH THEY ARE THOROUGHLY FAMILIAR WITH AND PROVIDE THREE EXAMPLES OF ITS SUCCESSFUL USE.
11. CONTRACTOR SHALL RESTORE THE SURROUNDING SITE TO ORIGINAL CONDITIONS AFTER COMPLETION OF THE WORK, ANY AND ALL DAMAGE TO TURF, ROADWAY OR THE BRIDGE AND DAM STRUCTURE SHALL BE REPAIRED.
12. CONTRACTOR SHALL PROVIDE A WARRANTY BOND FOR THE WORK FOR ONE YEAR, AFTER ONE YEAR AND BEFORE THE BOND IS RELEASED THE CONTRACTOR SHALL DEMONSTRATE ON SITE TO THE ENGINEER THAT THE REPAIRS ARE STILL FUNCTIONING AS INTENDED.

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	<p><b>PROJECT NO.</b> EMILY 173776</p> <p><b>DATE:</b> 06/30/2023</p>	<p><b>PROJECT NARRATIVE</b> CITY OF EMILY, MINNESOTA</p>	<p><b>EXHIBIT 2</b></p>
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Save: 2/14/2019 2:40 PM crms Plot: 2/19/2019 8:54 AM P:\AE\EMILY\14894515-final-dwg.mdi 1-drawings 1-D:\cadd\dwg\sheet2 FIELD OBSERVATIONS.dwg



**SECTION B-B**  
3/8" = 1'-0"

**BRIDGE & DAM**  
**LAKE EMILY RESTORATION PROJECT**  
CROW WING CO.  
MINNESOTA STATE FEDERAL EMERGENCY  
RELIEF ADMINISTRATION  
STATE DEPARTMENT OF CONSERVATION  
DIVISION OF DRAINAGE & WATERS  
STATE OF MINNESOTA

DESIGN C.T.E. APPROVED  
DRAWN C.T.E. REVISIONS  
REVISED

**SEH**  
PHONE: 218.855.1700  
416 S 6TH ST. STE 101  
BRAINERD, MN 56401-3540  
www.sehinc.com

FILE NO.  
EMILY 173776  
DATE:  
06/30/2023

2023 DAM REPAIR  
OLD BRIDGE PLAN - FOR INFORMATION ONLY  
EMILY, MINNESOTA

EXHIBIT  
NO. 3



**SECTION 01 11 00**  
**SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Work Included in Contract Documents
  - 2. Contract Information
  - 3. Work Under Other Contracts
  - 4. Contractor Use of Premises
  - 5. Occupancy Requirements
  - 6. Products Ordered in Advance
  - 7. Work Restrictions

**1.02 WORK INCLUDED IN CONTRACT DOCUMENTS**

- A. Description of the Project:
  - 1. Repairing a hole in the dam on Dam Road on the south side of Lake Emily. The repair is assumed to be non – structural.

**1.03 CONTRACT INFORMATION**

- A. Type of Contract: Owner will award a Single Prime Contract.
- B. Scope of Contract:
  - 1. This Contractor is solely responsible for the Work.
  - 2. The Contract will include:
    - a. Contract Forms:
      - 1) Agreement
      - 2) Certificates
    - b. Plan Sheets and Exhibits
    - c. Specifications:
      - 1) Division 1 - General Requirements
      - 2) Applicable Technical Sections
    - d. Addenda
    - e. Contract Modifications

**1.04 WORK UNDER OTHER CONTRACTS**

- A. Other Work at Site:
  - 1. Owner reserves the right to let other separate contracts for Work of the Project, or to pursue other Work at the Site with its own personnel.
  - 2. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
  - 3. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Work Not Included:
  - 1. Work not included is either marked "NIC," or "by others," on Drawings or is noted in each section of Specifications.
  - 2. Provide all labor and materials required unless so specifically noted or marked.
  - 3. Install Work indicated to be furnished by others or Owner unless specifically stipulated to be furnished and installed by others or Owner.

## 1.05 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted under contract or as directed by Engineer.
- B. Conform to site rules and regulations affecting Work while engaged in Project construction.
- C. Existing Structures:
  - 1. Keep existing driveways, playgrounds, or playing fields, and adjacent streets clear and available to public in accordance with Owner's or local authority's requirements.
  - 2. Repair damages caused to existing public and private property and structures due to operations of Contractor to the satisfaction of, and at no additional cost to Owner.
  - 3. Take complete field measurements affecting all existing construction, wiring, piping, and equipment in this Contract, and assume responsibility for proper fit between Work and existing structures and other equipment.
- D. Construction personnel may park only in areas designated by the Owner.
- E. Damaged Property:
  - 1. Patch and/or clean existing improvements and restore damage of property on, or adjacent to Site occasioned by this Work, including, but not limited to, lawns, walks, curbs, pavements, roadways, structures, and utilities which are cut or damaged by operations and are not designated for removal, relocation, or replacement in the course of construction.
  - 2. Public Property or Utilities: Comply with laws, ordinances, rules, regulations, standards, orders of utility owner or any public authority having jurisdiction.
  - 3. Provide written acceptance of restoration work by authority or Owner.
- F. Product Requirements:
  - 1. Confine stockpiling of materials or equipment and location of storage sheds and offices to areas indicated.
  - 2. If additional storage is necessary and is not allowed by Owner, obtain and pay for such storage offsite.

## 1.06 OCCUPANCY REQUIREMENTS

- A. General Requirements:
  - 1. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
  - 2. Schedule the Work to accommodate this requirement.
  - 3. Coordinate activities which could cause interruption to Owner's activities.
  - 4. Provide not less than 72hours notice to Owner of activities that will affect Owner's operations.

## 1.07 PRODUCTS ORDERED IN ADVANCE

- A. Storage:
  - 1. Products will be allowed to be stored at the Site prior to commencement of construction activities.
  - 2. Contractor shall store such items as directed by Owner.

## 1.08 WORK RESTRICTIONS

- A. On-Site Work Hours:
  - 1. Normal business working hours of 7:00 a.m. to 7:00 p.m. Monday through Friday.
  - 2. No work permitted on weekends or holidays without prior approval.
- B. Existing Utility Interruption:
  - 1. Do not interrupt utilities serving facilities occupied by Owner or others without written permission by Engineer.
  - 2. Notify Engineer not less than 2 days in advance of proposed utility interruptions.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**END OF SECTION**

## SECTION 01 57 19

### AIR, LAND, AND WATER POLLUTION

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Provide control of pollution from construction sites and related activities.
- B. Basis of Payment:
  - 1. No direct payment will be made. All activities required by or relating to this section will be considered incidental.
  - 2. No additional compensation or time extension will be granted due to actions brought against the Contractor for failure to comply with pollution control requirements.

##### 1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Conduct all operations to prevent, control and abate the pollution of air, land and water in accordance with the rules, regulations and standards adopted and established by the following agencies:
    - a. Minnesota Department of Natural Resources
    - b. Minnesota Pollution Control Agency
    - c. Minnesota Department of Transportation
    - d. U.S. Army Corps of Engineers

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

##### 3.01 PROTECTION OF WATERS

- A. Schedule and conduct all operations to minimize soil erosion and prevent siltation and the resultant turbidity of public waters.
- B. Prevent pollution of flowing or impounded waters from particulate or liquid matter that may be harmful to fish and wildlife or detrimental to public use.
- C. Remove sediment from aggregate wash operations by filtration or settlement prior to discharge into public waters.
- D. Do not discharge wash water or waste from concrete mixing operations into streams or public waters.

##### 3.02 SPECIAL REQUIREMENTS

- A. Minimize crossing of streams and rivers with hauling equipment.
- B. Provide temporary bridging where stream crossings are necessary.
- C. Remove temporary bridging as soon as crossings are no longer necessary.

**END OF SECTION**



**SECTION 01 77 00**  
**CLOSEOUT PROCEDURES**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Administrative and procedural requirements for contract closeout, including:
  - 1. Submittals.
  - 2. Inspection procedures.
  - 3. Warranties.
  - 4. Record document submittals.
  - 5. Final cleaning.
  - 6. Pest control.
- B. Related Sections:
  - 1. Specific requirements for individual units of work are included in appropriate technical sections

**1.02 SUBSTANTIAL COMPLETION**

- A. Complete the following before requesting Engineer's inspection for certification of Substantial Completion for each phase of work. List items that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Obtain, submit releases enabling Owner unrestricted use of the Work and access to services and utilities.
  - 3. Bonding and insurance:
    - a. Consent of Surety to Reduction In or Partial Release of Retainage
    - b. Advise Owner of pending insurance change-over-requirements
- B. Inspection Procedures:
  - 1. When prerequisites are complete, submit request in writing to Engineer stating that all requirements are satisfied, and requesting inspection.
  - 2. Upon receipt of Contractor's request for inspection, Engineer will either proceed with inspection or advise Contractor of unfilled prerequisites.
  - 3. Following initial inspection, Engineer will either prepare Certificate of Substantial Completion, or advise Contractor of work which must be performed before certificate will be issued. Engineer will repeat inspection when requested and when assured that work has been substantially completed.
  - 4. Results of completed inspection will form the basis of requirements for Final Acceptance.

**1.03 FINAL ACCEPTANCE**

- A. Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submittals:
    - a. Lien Waivers (from all subcontractors and suppliers).
    - b. Certificate of Substantial Completion
    - c. Consent of Surety (if Performance Bond provided).
    - d. Assurance that unsettled claims will be settled.
    - e. Proof that fees and similar obligations have been paid.
    - f. Evidence of final, continuing insurance coverage complying with insurance requirements.
    - g. Form IC-134, Affidavit for Obtaining Final Settlement of Contract with State of Minnesota and any of its Political or Governmental Subdivisions.
    - h. Notarized certification of compliance with wage rate requirements.
    - i. Certified copy of E/A's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by Engineer.

2. Warranties: Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, similar documents on, but not limited to, the following items:
    - a. Warranty bond covering the cost of repair work for a time period of one year after completion.
  3. Miscellaneous Record Submittals:
    - a. Refer to other sections of specifications for requirements of miscellaneous record keeping and submittals in connection with actual performance of work.
    - b. Complete miscellaneous records, place in good order, properly identified and bound or filed, ready for continued use and reference.
- B. Record Drawings: Submit to Engineer a set of record prints marked to show "as-built" conditions for work of contract.
- C. Adjusting:
  1. Repair and restore marred exposed finishes.
  2. Touch up of painting of marred surfaces.
  3. Complete final cleaning requirements.
- D. Final Payment Request:
  1. Include certificates of insurance for products and completed operations where required.
  2. Updated final statement, accounting for final additional changes to Contract Sum.
  3. Final liquidated damages settlement statement, acceptable to Owner.
- E. Re-inspection Procedure:
  1. Engineer will re-inspect work upon receipt of notice that work, including punch list items resulting from earlier inspections, has been completed, except for items whose completion has been delayed because of circumstances that are acceptable to Engineer.
  2. Engineer will either prepare a certificate of final acceptance, or will advise Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  3. If necessary, re-inspection procedure will be repeated.

## **PART 2 PRODUCTS**

Not Used

## **PART 3 EXECUTION**

### **3.01 FINAL CLEANING**

- A. Site shall be left clear of debris and litter.

**END OF SECTION**







**ADDENDUM 1 - EXHIBIT D: PRICE SCHEDULE  
MNDOT SNOWPLOW TRUCK LEASE PROGRAM**

SWIFT EVENT NO. 11487

FILE NO. PLOWLEASE-102422

Vendor Name: **Boyer Trucks**  
 Contact Person: **Duane Wittowski**  
 Street Address: **4831 Odessa Ave NE**  
 P.O. Box:  
 City, State, Zip: **St Michael MN 55367**  
 Phone #: **812-676-3800**  
 Toll Free #:  
 Fax #:  
 Email Address: [dwittowski@boyertrucks.com](mailto:dwittowski@boyertrucks.com)  
 Website: <http://www.boyertrucks.com>

**1.0 MNDOT TANDEM AXLE PLOW TRUCK**

Standard Truck to Include:

Western Star 4700/47X Chassis as specified in Exhibit C, Supplement 1

All body, pre-wet, hydraulic, lighting & electrical, customer supplied items, options, and components as specified in Attachment F and F-2

All labor and parts/supplies needed for the build of a complete truck as specified in Attachment F and F-2

All attachments as specified in Attachment F and F-2 including, but not limited to:

- Underbody Plow
- Pup Hitch
- Front Hitch
- Steel Reversible Plow
- Wing (selection of Right-Hand or Left-Hand)
- BTE AS-100 onboard truck wash system (or MndOT approved equal)

1.1 TANDEM AXLE BASE UNIT PRICE: \$ 379,600.00

1.2 % OF LEASE PAYMENT TO BE APPLIED TO PURCHASE: See "Exhibit T: Payoff By Month - Tandem Axle" Document

LENGTH OF LEASE TERM	MONTHLY PAYMENT PER QUANTITY *			
	1-10 TRUCKS	11-25 TRUCKS	26-50 TRUCKS	51+ TRUCKS
1 YEAR	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea
2 YEARS	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea
3 YEARS	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea
4 YEARS	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea
5 YEARS	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea	\$7,132.86/ea

\*Quantities may be combined for a single agency with multiple locations for a collective total

2.0

BASE CHASSIS OPTIONS

	PRICE
2.1 Heavier axle	As Built Price Calculated into Lease See F
2.2 Repto drive ILO PTO transmission	As Built Price Calculated into Lease See F
2.3 Disc brakes	As Built Price Calculated into Lease See F
2.4 Increased engine horsepower	Re-Rate Available up to 525HP Prior to Delivery
2.5 Extended wheelbase	As Built Price Calculated into Lease See F
2.6 Gear ratio	As Built Price Calculated into Lease See F
Other chassis options (please list in lines provided below; add additional if needed)	
2.7	No Additional charge -Calculated in Lease
2.8	No Additional charge -Calculated in Lease
2.9	Payment
2.10	
2.11	

3.0

BODY & OTHER OPTIONS

	PRICE
3.1 Bonnell MCR "live" conveyor bottom or MndOT approved equal	See Attachment F2.2
3.2 In-box tank (minimum total system capacity of 970-gallons)	See Attachment F2.2
3.3 Poly reversible plow ILO steel	See Attachment F2.2
Other body or component options (please list in lines provided below; add additional if needed)	
3.4	No Additional charge -Calculated in Lease
3.5	No Additional charge -Calculated in Lease
3.6	No Additional charge -Calculated in Lease
3.7	Payment
3.8	

4.0

LABOR, REPAIRS, & ADDITIONAL SERVICES

	PRICE
4.1 Mechanical Labor	\$ 178.00 per hour
4.2 Hydraulic Labor	Sublet per hour
4.3 Body Labor	Sublet per hour
4.4 Towing Services	Sublet if not Warranty (specify per mile, flat rate, hour, etc)
Other Labor (please list in lines provided below; add additional if needed)	
4.5	per hour
4.6	per hour
4.7 Mechanical Parts	No Cost + cost+ %
4.8 Hydraulic Parts	No Cost + cost+ %
4.9 Body Parts	No Cost + cost+ %
Other Parts (please list in lines provided below; add additional if needed)	
4.10	cost+ %
4.11	cost+ %

5.0

DELIVERY CHARGES - See Exhibit D: Pricing

	NO FLAT RATE ALLOWED
5.1 DELIVERY STARTING POINT-City, State, Zip	No Charge for delivery to the starting point
5.2 Price per loaded mile for delivery	N/C

6.0

EXTENDED WARRANTY OPTIONS

Use this section to offer extended and/or additional performance/warranty options. (Specify years, miles or hours extended term covers.)

	PRICE
6.1 5 Year 250,000 mile Engine Coverage	No Additional charge -Calculated in Lease
6.2 5 Year TC4 Chassis Coverage	Payment
6.3 5 Year Towing Coverage	No Additional charge -Calculated in Lease
6.4	Payment

7.0

OTHER OPTIONS NOT SPECIFIED ABOVE

Use this section to offer other options, lease insurance, field service program, emergency maintenance services, etc (Add lines as needed)

	PRICE
7.1 Annual PM Service performed at MNDOT locations or arranged	No Additional charge -Calculated in Lease
7.2 Annual DOT Inspections performed at MNDOT Locations or arranged	Payment
7.3 Mudflaps supplied for replacement	No Additional charge -Calculated in Lease
7.4 24 Hour On Call Emergency Service	No Additional charge -Calculated in Lease
7.5	Payment
7.6	

**EXHIBIT D: PRICE SCHEDULE  
SNOWPLOW TRUCK LEASE PROGRAM**

**MNDOT**

SWIFT EVENT NO. 11487

FILE NO. PLOWLEASE-102422

Vendor Name:	Boyer Trucks
Contact Person:	Duane Wittowski
Street Address:	4631 Odessa Ave NE
P.O. Box:	
City, State, Zip	St Michael MN 55367
Phone #:	612-676-3800
Toll Free #:	
Fax #:	
Email Address:	<a href="mailto:dwittowski@bovertrucks.com">dwittowski@bovertrucks.com</a>
Website:	<a href="http://www.bovertrucks.com">http://www.bovertrucks.com</a>

**1.0 MNDOT SINGLE AXLE PLOW TRUCK**

Standard Truck to Include:

Western Star 4700/47X Chassis as specified in Exhibit C, Supplement 1

All body, pre-wet, hydraulic, lighting & electrical, customer supplied items, options, and components as specified in Attachment F and F-1

All labor and parts/supplies needed for the build of a complete truck as specified in Attachment F and F-1

All attachments as specified in Attachment F and F-1 including, but not limited to:

- Underbody Plow
- Pup Hitch
- Front Hitch
- Steel Reversible Plow
- Wing (selection of Right-Hand or Left-Hand)
- BTE AS-100 onboard truck wash system (or Mndot approved equal)

**1.1 SINGLE AXLE BASE UNIT PRICE:**

\$ 362,900.00

**1.2 % OF LEASE PAYMENT TO BE APPLIED TO PURCHASE:**

See "Exhibit S: Payoff By Month - Single Axle" Document

LENGTH OF LEASE TERM	MONTHLY PAYMENT PER QUANTITY *			
	1-10 TRUCKS	11-25 TRUCKS	26-50 TRUCKS	51+ TRUCKS
1 YEAR	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.
2 YEARS	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.
3 YEARS	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.
4 YEARS	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.
5 YEARS	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.	\$5,834.45/ea.

\*Quantities may be combined for a single agency with multiple locations for a collective total



2.0

BASE CHASSIS OPTIONS

	PRICE
2.1 Heavier axle	As Built Price Calculated into Lease See F
2.2 Repto drive ILO PTO transmission	As Built Price Calculated into Lease See F
2.3 Disc brakes	As Built Price Calculated into Lease See F
2.4 Increased engine horsepower	As Built Price Calculated into Lease See F
2.5 Extended wheelbase	As Built Price Calculated into Lease See F
2.6 Gear ratio	As Built Price Calculated into Lease See F
Other chassis options (please list in lines provided below; add additional if needed)	
2.7 All Options are built as quoted in Exhibit C, Supplement 1	No Additional charge -Calculated in Lease
2.8 Central Lub System	Payment
2.9	
2.10	
2.11	

3.0

BODY & OTHER OPTIONS

	PRICE
3.1 Bonnell MCR "live" conveyor bottom or MnDOT approved equal	See Attachment F1
3.2 In-box tank (minimum total system capacity of 730-gallons)	See Attachment F1
3.3 Poly reversible plow ILO steel	See Attachment F1
Other body or component options (please list in lines provided below; add additional if needed)	
3.4 All Options are built as quoted in F, F1 and F2 and F2-2	No Additional charge -Calculated in Lease
3.5	Payment
3.6	
3.7	
3.8	

4.0

LABOR, REPAIRS, & ADDITIONAL SERVICES

	PRICE
4.1 Mechanical Labor	\$ 178.00 per hour
4.2 Hydraulic Labor	Sublet per hour
4.3 Body Labor	Sublet per hour
4.4 Towing Services	Sublet if not Warranty (specify per mile, flat rate, hour, etc)
Other Labor (please list in lines provided below; add additional if needed)	
4.5	per hour
4.6	per hour
4.7 Mechanical Parts	No Cost + cost+ %
4.8 Hydraulic Parts	No Cost + cost+ %
4.9 Body Parts	No Cost + cost+ %
Other Parts (please list in lines provided below; add additional if needed)	
4.10	cost+ %
4.11	cost+ %

5.0

DELIVERY CHARGES - See Exhibit D: Pricing

	NO FLAT RATE ALLOWED
5.1 DELIVERY STARTING POINT-City, State, Zip	No Charge for delivery to the starting point
5.2 Price per loaded mile for delivery	N/C

6.0

EXTENDED WARRANTY OPTIONS

Use this section to offer extended and/or additional performance/warranty options. (Specify years, miles or hours extended term covers.)

	PRICE
6.1 5 Year 250,000 mile Engine Coverage	No Additional charge -Calculated in Lease
6.2 5 Year TC4 Chassis Coverage	No Additional charge -Calculated in Lease
6.3 5 Year Towing Coverage	No Additional charge -Calculated in Lease
	Payment

7.0

OTHER OPTIONS NOT SPECIFIED ABOVE

Use this section to offer other options, lease insurance, field service program, emergency maintenance services, etc (Add lines as needed)

	PRICE
7.1 Annual PM Service preformed at MNDOT locations or arranged	No Additional charge -Calculated in Lease
7.2 Annual DOT Inspections preformed at MNDOT Locations or arranged	No Additional charge -Calculated in Lease
7.3 Mudflaps supplied for replacement	No Additional charge -Calculated in Lease
7.4 24 Hour On Call Emergency Service	No Additional charge -Calculated in Lease
7.5	Payment
7.6	

## Exhibit S: Payoff By Month - Single Axle (Single Truck)

Month	Payoff
1 \$	360,659.88
2 \$	357,501.20
3 \$	354,318.84
4 \$	351,112.61
5 \$	347,882.33
6 \$	344,627.83
7 \$	341,348.91
8 \$	338,045.41
9 \$	334,717.13
10 \$	331,363.89
11 \$	327,985.49
12 \$	324,581.75
13 \$	321,152.49
14 \$	319,278.10
15 \$	315,779.89
16 \$	312,255.45
17 \$	308,704.57
18 \$	305,127.06
19 \$	301,522.72
20 \$	297,891.35
21 \$	294,232.74
22 \$	290,546.69
23 \$	286,832.99
24 \$	283,091.45
25 \$	279,321.83
26 \$	276,887.93
27 \$	273,042.62
28 \$	269,168.48
29 \$	265,265.28
30 \$	261,332.80
31 \$	257,370.83

Month	Payoff
32 \$	253,379.14
33 \$	249,357.52
34 \$	245,305.73
35 \$	241,223.55
36 \$	237,110.76
37 \$	232,967.12
38 \$	229,919.46
39 \$	225,692.72
40 \$	221,434.28
41 \$	217,143.89
42 \$	212,821.34
43 \$	208,466.36
44 \$	204,078.71
45 \$	199,658.17
46 \$	195,204.46
47 \$	190,717.36
48 \$	186,196.59
49 \$	181,641.93
50 \$	177,921.01
51 \$	173,275.10
52 \$	168,594.36
53 \$	163,878.51
54 \$	159,127.28
55 \$	154,340.43
56 \$	149,517.67
57 \$	144,658.74
58 \$	139,763.37
59 \$	134,831.29
60 \$	129,862.21
61 \$	127,645.00

clerk@emily.net

---

**From:** Rebecca Kurtz <rkurtz@ehlers-inc.com>  
**Sent:** Friday, July 7, 2023 12:39 PM  
**To:** clerk@emily.net  
**Cc:** 'Tracy Jones'; 'Gary'  
**Subject:** RE: Additional Lease for Snowplow Truck

Cari,

I don't believe there will be any negative impact on the City's ability to bond or the Standard & Poor's rating if you move forward with both the lease purchase and the 2024 improvement project. In addition to the schedules you shared, I looked at the available debt limit, and I believe you have more than what you will need for capacity.

The bonds will be general obligations, which provides additional security to the investors and helps with the marketability, and you and the City have been very thoughtful in balancing the needs with what the City can afford.

Have a great weekend!  
Rebecca

Rebecca Kurtz CIPMA  
Senior Municipal Advisor  
(851) 697-8516 | (851) 270-8523 | [ehlers-inc.com](http://ehlers-inc.com)



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**From:** clerk@emily.net <clerk@emily.net>  
**Sent:** Friday, July 7, 2023 11:57 AM  
**To:** Rebecca Kurtz <rkurtz@ehlers-inc.com>  
**Cc:** 'Tracy Jones' <mayor.tracyjones@cityofemily.com>; 'Gary' <gerhart@emily.net>  
**Subject:** Additional Lease for Snowplow Truck

Rebecca,

The Emily City Council will be considering a request for a lease to purchase a new snowplow truck for \$380,000 with annual payments totaling \$85,600. Attached is the City's payment schedule for bonds and long term leases. The long term leases are lease to purchase programs and include two fire trucks and SCBAs for the Fire Department. The City's engineers are currently working on a Feasibility Study for the 2024 road improvement project and the City will need to bond for the project. Do you believe there would be any negative impact for the City to enter into an additional lease to purchase program regarding the City's ability to bond or to the City's Standard and Poor's score? The payment schedule for a new snowplow truck is also attached. A new snowplow truck is very needed, but the City also needs to remain aware of all financial obligations and impacts.

Thank you for your assistance and have a great weekend!

**Cari Johnson, MCMC**  
City Clerk/Treasurer  
City of Emily  
PO Box 68  
Emily, MN 56447  
E [clerk@emily.net](mailto:clerk@emily.net)  
P 218.763.2480  
F 218.763.2481  
W [www.cityofemily.com](http://www.cityofemily.com)  
Pop. 862

**Effecting Positive Change**

## MAINTENANCE REPORT

7/11/2023

- Cleaning up storm damage from last winter.
- Dust control is done.
- Dump is going good.
- General maintenance.
- Emily Day stuff.
- Talk about new truck.

Brian Foster  
Maintenance Supervisor



# Brush Dump Update

With the help of volunteers, Emily's brush dump will be open:

**Saturday, July 8 10:00 - 2:00**  
**Saturday, July 22 10:00 - 2:00**

**AND**

**Every other Saturday 10:00 - 2:00**  
**through October 14**

**21593 County Road 1**

**Proof of residence  
or property  
ownership required  
(driver's license,  
utility bill, tax  
statement, etc.)**

**\*No appointment  
needed, *no stumps*  
*allowed***

**Brush dump is still open during the week by  
appointment 7:00 - 3:30. Call (218) 763 - 2480 and dial 3  
to set an appointment.**





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### Business Elite

Scale your business

\$ **159** /mo

### Business

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\$ **32** /mo

### Core

Engage your audience

\$ **27** /mo

### Light

Get the basics

\$ **16** /mo

**All Premium features, plus:**

15 collaborators

10 collaborators

5 collaborators

2 collaborators

Unlimited collaborators

**Unlimited** storage space

**100 GB** storage space

**50 GB** storage space

**2 GB** storage space

Multi-site management

**Advanced** marketing suite

**Standard** marketing suite

**Basic** marketing suite

**Light** marketing suite

Single-sign on (SSO)

Free domain for 1 year

Free domain for 1 year

Free domain for 1 year

Free domain for 1 year

Dedicated account manager

**Advanced** site analytics

**Standard** site analytics

**Basic** site analytics

Centralized billing

Accept payments

Accept payments

Accept payments

Custom templates

**Advanced** eCommerce

**Standard** eCommerce

**Basic** eCommerce



Crosby-Ironton Community Education  
Abby Geotz, Community Ed Coordinator  
711 Poplar Street  
Crosby, MN 56441  
[ageotz@ci.k12.mn.us](mailto:ageotz@ci.k12.mn.us)

Emily City Council  
ATTN: Mayor Tracy Jones  
39811 State Hwy 6  
Emily, MN 56447

Jul 10, 2023

Dear Mayor and Council Members:

The Crosby-Ironton Community Education office is looking for new ways to serve and engage with the Emily community. We have been hosting picnics outside the Emily Wesleyan Church but have had very low attendance and we are finding this isn't the most effective way to engage with the community.

We are looking to start monthly Family Fun Nights where we would provide food and games and invite the community to attend at no charge. We would like to start by hosting a couple of these events at the ballfields located next to the Emily Fire Hall. We would not alter the fields in any way nor would we drive beyond the parking area and we would clean up and remove any garbage when we leave.

We are seeking permission to use the ballfields in the evening on Thursday, July 27th and Thursday, August 24th to start. We will advertise the events via flyers, social media, and newspapers. We are hoping to continue these monthly events year round and would move them to your gymnasium at the City Hall during the months when the weather does not allow us to be outside at the ballfields.

We are hoping by offering evening times and inviting families vs just the kids we can connect with a larger section of the Emily community.

Thank you for your consideration.

Sincerely,

*Abby Geotz*

Abby Geotz  
Crosby-Ironton Community Education Coordinator  
(218) 839-2058 (Cell)



I KENNETH R. FRANK, RESIGN  
FROM THE POSITION OF EMILY  
EMERGENCY MANAGEMENT POSITION  
AS OF JUNE 30<sup>TH</sup> 2023.

Kenneth R. Frank

RECEIVED  
JUN 30 2023

BY: .....





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

July 11, 2023

**RE: Emily Manganese Project Update – June 2023**

During June, North Star continued exploration drilling on the leased lands with the intent to expand the knowledge of the Emily Manganese Deposit generated from prior exploration programs. As of the end of June, twenty-five diamond drill holes had been drilled and completed to date.

On June 27, 2023, Electric Metals (USA) Limited, the parent company of North Star Manganese, announced its first results from the 2023 drill program. A copy can be found at <https://finance.yahoo.com/news/electric-metals-announces-high-grade-124500898.html>. Additional information on the drilling program will be made available as announcements are released.

North Star's environmental consultants continue to visit the site weekly to ensure all activities meet the State's environmental requirements and that the operations are in compliance. The Minnesota State Department of Natural Resources and Health Department have also visited the site and will continue to do so periodically during the drilling program. The current drilling program will be concluded at the end of July, however, additional activities, including drilling reclamation, will take place over the next few months.

In June, North Star continued its discussions with the Minnesota Department of Natural Resources on its mineral lease applications on State mineral lands in the Emily area. This activity will be on-going through 2023.

At the June 13, Emily City Council Meeting, North Star proposed a future information meeting / forum to discuss the Project and receive input from local citizens. Subsequently, the DNR suggested a broader meeting / forum. At the moment, the DNR has requested that it take the lead with the City of Emily for scheduling the meeting.

724 Bielenberg Drive, #18,  
Woodbury, MN 55125 USA  
+1 651 788 3775  
[hs@nsmanganese.com](mailto:hs@nsmanganese.com)  
[www.nsmanganese.com](http://www.nsmanganese.com)



North Star will be available to participate in whatever meeting / forum the City of Emily and the DNR arrange.

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

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

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

Sincerely,

*Rick Sandri*

Henry (Rick) Sandri, Ph.D.  
Chief Executive Officer  
North Star Manganese Inc

A large, stylized pink star graphic with a textured, slightly grainy appearance, positioned in the bottom left corner of the page. It is partially overlapping the contact information text.

724 Bielenberg Drive, #18,  
Woodbury, MN 55125 USA  
+1 651 788 3775  
[hs@nsmanganese.com](mailto:hs@nsmanganese.com)  
[www.nsmanganese.com](http://www.nsmanganese.com)



clerk@emily.net

---

From: Rick Sandri <hs@nsmanganese.com>  
Sent: Friday, June 23, 2023 4:14 PM  
To: clerk@emily.net  
Cc: Tracy Jones  
Subject: North Star Manganese - Emily Project Meeting

Cari

North Star Manganese is considering a Town Hall-type informational meeting in mid-August in Emily (potentially sometime during the week of 14th or 21st). The goal is to be able to share information with the community and answer questions. You will recall, I suggested this during the City Council meeting discussion on the 13<sup>th</sup> of June.

To make this as accessible as possible, we were interested in any opportunity to hold this in a city building, if it were available. If not, are there other locations you would recommend? Some of the State agencies, like the DNR, may like to participate, so we are looking for a large enough room to set up informational tables, etc. We would be looking for a place that can be open during the day as well as evening, to allow people to come by whenever it meets their schedule.

Let me know your thoughts and if you have any suggestions on a facility?

I will be Emily on Wednesday, so I could stop by, or give me a call on Monday if you are available.

Thanks,

*Rick*

**Henry (Rick) J. Sandri, Ph.D.**  
**Chief Executive Officer & Director**  
**North Star Manganese Inc**  
**724 Bielenberg Drive, #18**  
**Woodbury, Minnesota 55125**

**Cell: 1-651-788-3775**  
**hs@nsmanganese.com**



**clerk@emily.net**

---

**From:** Tammy Filippi <Tammy.Filippi@sourcewell-mn.gov>  
**Sent:** Friday, June 16, 2023 11:52 AM  
**To:** clerk@emily.net  
**Cc:** Brittney Cotner  
**Subject:** Sourcewell - Community Boost Funding  
**Attachments:** 22-23 CBF Final Report.docx

Hi Cari,

I am delighted to inform you that the City of Emily has been approved to receive \$962.00. Congratulations! An electronic funding agreement through DocuSign will be sent to Mayor Jones for signature. Thanks!

If possible, please reference Sourcewell in any marketing materials and/or if you utilize Facebook or other social media outlets – feel free to @mention us and say something like “thank you to our supporters, including.....”.

For your convenience, I have attached our final report due one month after the close of the project (but no more than 1 year from award). Please do not hesitate to contact me if you have any questions. Have a wonderful weekend!

Tammy Feige Filippi | Community Solutions Specialist

Office 218-895-4206

Website [www.mn.sourcewell.org](http://www.mn.sourcewell.org)

Sourcewell 

RECEIVED  
JUN 11 5 2023



BY: .....

40040 State Hwy 6      35910 Co Rd 66  
Emily, MN 56447      Crosslake, MN 56442  
Phone: (218) 763-3000      Phone: (218) 763-3000

Date: 6/2/2023  
Invoice: 20230602.1

**Project Customer and Address:**

City of Emily  
39811 State Hwy 6  
Emily, MN 56447  
(218) 763-2480  
New Workstation

Quantity	Description	Occurance	Amount
1	Dual Monitor Stand		\$52.00
2	Computer Monitor(s)		\$305.00
	Installation		\$70.00
<b>Subtotal</b>			<b>\$427.00</b>

**Tremolo Communications will install a new workstation for the City of Emily with dual monitors and monitor stand. Please sign and date this form to confirm your acceptance of the cost and scope. Thank you for your business!**

Tax Rate	State Exempt
Tax	
<b>Project Total</b>	<b>\$427.00</b>

Sign Here: \_\_\_\_\_

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



**RECEIVED**  
 JUN 13 2023

BY: .....

40040 State Hwy 6      35910 Co Rd 66  
 Emily, MN 56447      Crosslake, MN 56442  
 Phone: (218) 763-3000      Phone: (218) 763-3000

Date: 6/12/2023  
 Invoice: 20230612.3

**Project Customer and Address:**

City of Emily  
 39811 State Hwy 6  
 Emily, MN 56447  
 (218) 763-2480  
 Council Chambers

Quantity	Description	Occurance	Amount
1	New Mic for Council Chambers		\$465.00
	Installation & Testing		\$70.00
<b>Subtotal</b>			<b>\$535.00</b>

<p><b>A microphone upgrade for the City of Emily Council Chambers for one location. Upgrade to be completed for meeting audio and video recordings.</b></p>	<b>Tax Rate</b>	State Exempt
	<b>Tax</b>	
	<b>Project Total</b>	<b>\$535.00</b>

Sign Here: \_\_\_\_\_

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



Debt Service Statement

RECEIVED  
JUN 15 2023

City of Emily  
39811 State Highway 6  
PO Box 68  
Emily, MN 56447-0068

BY: .....

Statement #: 79459  
Statement Date: June 13, 2023

RE: \$930,000.00 General Obligation Capital Improvement Plan and Improvement Refunding Bonds, Series 2012A

<u>Debt Service Date</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due</u>
08-01-2023	291254	\$0.00	\$2,787.50	\$2,787.50

Payment Instructions

**WIRES due by July 31, 2023**

Wells Fargo Bank, San Francisco, CA  
ABA #: 121000248  
BNF: BTSC Paying Agent Account  
Account #: 4126695238  
Ref: 38035

**CHECKS due by July 25, 2023**

Make check payable to:  
Bond Trust Services Corporation  
Ref: 38035  
Send to:  
Bond Trust Services Corporation  
Attn: Accounts Receivable  
3060 Centre Pointe Drive, Suite 110  
Roseville, MN 55113-1105

Please direct any questions to:  
Accounts Receivable, (651) 209-1010

303-47210-611

For your convenience, multiple Statements/Invoices may be combined in one payment.

Thank you for your business!



Debt Service Statement

WIRES due by July 31, 2023  
CHECKS due by July 25, 2023

RECEIVED  
JUN 13 2023

BY: .....

City of Emily  
39811 State Highway 6  
PO Box 68  
Emily, MN 56447-0068

Statement #: 79461  
Statement Date: June 13, 2023

RE: \$540,000.00 General Obligation Permanent Improvement Revolving Fund Bonds, Series 2014A

<u>Debt Service Date</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due</u>
08-01-2023	291254	\$0.00	\$3,946.25	\$3,946.25

Payment Instructions

WIRES due by July 31, 2023

Wells Fargo Bank, San Francisco, CA  
ABA #: 121000248  
BNF: BTSC Paying Agent Account  
Account #: 4126695238  
Ref: 327521

CHECKS due by July 25, 2023

Make check payable to:  
Bond Trust Services Corporation  
Ref: 327521  
Send to:  
Bond Trust Services Corporation  
Attn: Accounts Receivable  
3060 Centre Pointe Drive, Suite 110  
Roseville, MN 55113-1105

Please direct any questions to:  
Accounts Receivable, (651) 209-1010

304-47210-611

For your convenience, multiple Statements/Invoices may be combined in one payment.

Thank you for your business!

**Debt Service Statement**

**WIRES** due by July 31, 2023  
**CHECKS** due by July 25, 2023

RECEIVED  
JUN 13 2023

**City of Emily**  
 39811 State Highway 6  
 PO Box 68  
 Emily, MN 56447-0068

BY: ..... Statement #: 79460  
 Statement Date: June 13, 2023

**RE: \$1,505,000.00 General Obligation Sewer Revenue Refunding Bonds, Series 2013A**

<u>Debt Service Date</u>	<u>CUSIP</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due</u>
08-01-2023	291254	\$0.00	\$13,091.25	\$13,091.25

**Payment Instructions**

**WIRES due by July 31, 2023**

Wells Fargo Bank, San Francisco, CA  
 ABA #: 121000248  
 BNF: BTSC Paying Agent Account  
 Account #: 4126695238  
 Ref: 38889

**CHECKS due by July 25, 2023**

Make check payable to:  
 Bond Trust Services Corporation  
 Ref: 38889  
 Send to:  
 Bond Trust Services Corporation  
 Attn: Accounts Receivable  
 3060 Centre Pointe Drive, Suite 110  
 Roseville, MN 55113-1105

Please direct any questions to:  
 Accounts Receivable, (651) 209-1010

602-47210-611

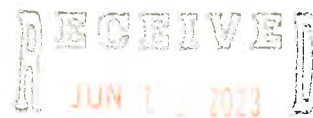
**For your convenience, multiple Statements/Invoices may be combined in one payment.  
 Thank you for your business!**

7/3/23

**Amy Prokott, Deputy Clerk, City of Emily**

**From:** payingagent@ehlers-inc.com  
**Sent:** Tuesday, June 13, 2023 8:08 AM  
**To:** clerk@emily.net; deputyclerk@emily.net  
**Subject:** Bond Trust Services - Debt Service Invoice(s)  
**Attachments:** 79459.docx; 79460.docx; 79461.docx

**Importance:** High



BY: .....

Greetings,

The following bond issues have upcoming Debt Service payments. Please review each attached invoice for payment due dates, payment amounts, and remit payment based on instructions.

Invoice #	Issue	Checks Due By	Wires Due By	Total Due
79459	General Obligation Capital Improvement Plan and Improvement Refunding Bonds, Series 2012A	07/25/2023	07/31/2023	\$2,787.50
79461	General Obligation Permanent Improvement Revolving Fund Bonds, Series 2014A	07/25/2023	07/31/2023	\$3,946.25
79460	General Obligation Sewer Revenue Refunding Bonds, Series 2013A	07/25/2023	07/31/2023	\$13,091.25

Contact Bond Trust Services at 651-209-1010 or email payingagent@ehlers-inc.com with any questions.

Thank You,  
Ehlers Bond Trust Services



Individual invoices may have different payment dates, so it is important that each invoice be reviewed separately.

\_SM Paying Agent

[ehlers-inc.com](http://ehlers-inc.com)



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Donald F. Ryan, County Attorney  
Crow Wing County Attorney's Office  
213 Laurel Street, Suite 31  
Brainerd, MN 56401  
don.ryan@crowwing.us  
Phone: 218.824.1025 Fax: 218.824.1026

June 20, 2023

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

RECEIVED  
JUN 27 2023

Re: 2024 Costs of Prosecution

BY: .....

Dear City Clerk Johnson:

This letter is to inform you that our fees for misdemeanor prosecution in 2024 will remain the same.

This marks the 5<sup>th</sup> year in a row of no increase. We will have to review and adjust this for the 2025 budgetary cycle.

Should you have any questions or concerns, please feel free to contact me at any time.

Very Truly Yours,

Donald F. Ryan  
Crow Wing County Attorney

DFR:ke

**From:** Venne, Jeri (IRR) <jeri.venne@state.mn.us>  
**Sent:** Thursday, June 22, 2023 1:40 PM  
**To:** Ismil, Chris (IRR); Ridlon, Whitney (IRR); Plummer, Jim (IRR); Beaudette, Danae (IRR)  
**Subject:** Grant Opportunities Available July 3

**Iron Range Resources & Rehabilitation promotes and invests in community development through a selection of grants that strengthen northeastern Minnesota. Our community development team works in partnership with cities, townships, counties, tribal governments and nonprofits to support projects that advance community vitality and growth.**

### **OPENING JULY 3**

**Broadband Infrastructure** assists projects that help households and businesses reach the State of Minnesota broadband Speed Goal.

**Commercial Redevelopment** assists with the internal and external demolition of commercial and industrial buildings and clean-up of brownfields to pave the way for new development.

**Community Infrastructure** assists projects that support residential infrastructure and public facility improvements.

**Culture & Tourism** assists projects that support arts, culture, history, tourism and recreational activities, enhance the quality of life in the region and attract visitors. ***Applications are accepted July 3 through July 31, 2023 and January 2 through January 31, 2024.***

**Development Infrastructure** assists with infrastructure projects that support business development.

**Development Partnership** provides funds for research, planning, education and development-based initiatives that support the long-term economic growth of northeastern Minnesota.

**Grant Writing Assistance** reimburses the costs of preparing and applying for a non-agency grant that will advance economic growth.

**Mineland Reclamation** assists with highly visible development and restoration of mining impacted land.

**Regional Trails** assists with the design, engineering and construction of various types of trails.

**Residential Redevelopment** assists with the demolition of residential structures.

**Workforce Development** assists with education, training and career awareness initiatives that address regional workforce needs and gaps emerging in industries and schools.

**FY24 grant guidelines will be posted on our [website](#) by July 1.**

Eligible applicants in our [service area](#) are encouraged to apply. Click [here](#) to access the grant application portal (FLUXX).

Iron Range Resources & Rehabilitation funds its grants through taxes paid by Minnesota's mining industry.



Jeri Venne | Grants Specialist | Department of Iron Range Resources & Rehabilitation  
4261 Hwy 53 S, PO Box 441 | Eveleth MN, 55734-0441 | [Jeri.Venne@state.mn.us](mailto:Jeri.Venne@state.mn.us)  
OFFICE: (218) 735-3012 or 800-765-5043 ext. 3012 | FAX: 218-735-3053

*Investing resources to foster vibrant growth and economic prosperity in northeastern Minnesota.*



