

AGENDA  
June 18, 2024 at 5:30pm  
Regular Meeting Ely City Council – City Hall, Council Chambers

1. CALL TO ORDER
2. ROLL CALL: Council members A.Forsman, Kess, Debeltz, Callen, Campbell, Bisbee, and Mayor Omerza
3. APPROVAL OF MINUTES:  
(3-8) Approve minutes from the June 4, 2024 Public Hearing regarding Ordinance 377 and the June 4, 2024 Regular Council Meeting.
4. ADDITIONS OR OMISSIONS TO AGENDA:
5. MAYOR'S REPORT:
  - A. Volunteer of the Year
6. CONSENT AGENDA:
  - A. Motion to waive readings in entirety of all ordinances and resolutions on tonight's agenda.
7. REQUESTS TO APPEAR:
  - A. (9) Margaret Egan – Heritage Preservation Commission – Ely Memorial High School Video/Oral History Project
  - B. (10-11) Kap Wilkes – Well Being Development – Fiscal agent for grant
8. COMMITTEE REPORTS:
  - A. Standing/Special
    - a. (12-13) Heritage Preservation Commission (HPC)
    - b. (14-15) Library Board
      - i. Recommendation from Library Board to appoint Tom Conaway to the Gardner Trust Board as the Library alternate to replace Scott King
      - ii. Matter of Information: July 3<sup>rd</sup> Library Board is Canceled, Next meeting will be August 7<sup>th</sup>.
    - c. (16-17) Projects Committee
      - i. Recommendation from the Projects Committee to request MNDOT retain signalized intersections at Central Ave and 3rd Ave East.
    - d. (18-23) Planning and Zoning Commission
      - i. Matter of information- approved a Subdivision Variation at 357 W Harvey St

- ii. Recommendation from Planning and Zoning to approve the Cannabis Cultivation Zoning only in Industrial (M) and Commercial (C) zoning with an IUP (Interim Use Permit) within the Permissible Uses List
- iii. Recommendation from Planning and Zoning to include Palcher's Letter to the City Council regarding clearing of trees on City Property.

e. Other Committee Meetings

9. DEPARTMENTAL REPORTS:

A. Clerk-Treasurer

B. Fire Chief

C. Library Director

D. Police Chief

E. City Attorney

- i. (24-43) Purchase Agreement for Lot 11, Block 1, East Spaulding First Addition between Thomas M Holzmer and City of Ely

10. COMMUNICATIONS:

- A. (44) Coalition of Greater Minnesota Cities (CGMC) Regional Range Meetings for Cities
- B. (45-47) Minnesota State Demographic Center- annual population and household estimates

11. CLAIMS FOR PAYMENT:

- A. (48-52) City and EUC Claims for June 18, 2024 for \$56,548.76
- B. (53) SEH Invoice #467704 for the Prospector ATV Trails for \$557.70
- C. (54) Ely Community Resources Quarter 3 payment for \$5125.00

12. OLD BUSINESS:

- A. (55-67) Amended and Restated Joint Powers Agreement – Ely Area Lodging Tax Board (Final)

13. NEW BUSINESS:

- A. (68) In Kind Services for Young Life to host the activities in Whiteside Park on the 4<sup>th</sup> of July
- B. (69) Andy & Paula Hill request to remove balsam trees
- C. Temporary Liquor License for Ely Winton Rod and Gun Club for July 1<sup>st</sup> & 2<sup>nd</sup> at Miners Dry and on July 13<sup>th</sup> at Miners Dry.

14. OPEN FORUM:

15. ADJOURN:

**Public Hearing Minutes**  
**June 4, 2024 5:15pm**  
**City Hall, Council Chambers**

**Call To Order:**

Mayor Omerza Called the Public Hearing to order at 5:15pm.

PRESENT: Council members A.Forsman, Debeltz, Callen, Campbell, Bisbee and Mayor Omerza

ABSENT: Council Member Kess

**Purpose:**

The Public Hearing will be to hear public comment regarding, Ordinance 377 regarding Rezoning 212 N Central Ave, "The Depot" from Industrial (M) to Commercial (C1).

Joe Pioreschi stated that he is in favor of the rezone and it is a good idea.

Mayor Omerza asked for any other comments. No one came forward.

**Adjourn**

Mayor Omerza adjourned the Public Hearing at 5:17pm without objection.

Casey Velcheff  
Deputy Clerk

**Regular Meeting Ely City Council – City Hall, Council Chambers  
June 4, 2024 – Minutes**

**CALL TO ORDER**

Mayor Omerza called the Council Meeting to Order at 5:30pm.

PRESENT: Council members A.Forsman, Kess, Debeltz, Callen, Campbell, Bisbee, and Mayor Omerza

ABSENT: None

**APPROVAL OF MINUTES:**

**Debeltz/Callen moved to approve the minutes from the May 21, 2024 Regular Council Meeting. Motion Carried Unanimously**

**ADDITIONS OR OMISSIONS TO AGENDA:**

- A. Additions 9.A.i – Supplemental Information for Pioneer Mine – Ore Car Donation
- B. Additions 13.B. Resignation from Victoria Scarbrough from the Library Board and to post for an open position.

**Callen/Campbell move to accept the Additions A and B. Motion Carried Unanimously.**

**MAYOR'S REPORT:**

Mayor Omerza indicated that the grounds at the Cemetery looks great for Memorial Day and there was a huge attendance for the ceremony.

Mayor Omerza congratulated the Track Team and Baseball team for continuing their seasons. Mayor Omerza thanked the Ely Police Department and Ely Fire Department for helping out with the Curtain Falls incident and to all the other rescue squads that helped out, especially the St. Louis County Rescue squad for spending a couple weeks up there looking for the 2 missing people.

Mayor Omerza stated that last night at the Ely Softball Fields the City named the fields Jerome Debeltz Fields for all of Jerome's dedication and countless hours working on the fields. Thanks to all of his time and dedication he and his family have put into the fields and Softball Association.

Debeltz thanked the Council, Clerk Langowski, the City Crew, Past and Present softball players. Debeltz indicated that it is quite an honor for this and he is very appreciative of this.

**CONSENT AGENDA:**

**Debeltz/Campbell moved to waive the readings in entirety of all ordinances and resolutions on tonight's agenda. Motion Carried Unanimously**

**Debeltz/Campbell moved to make the June 13, 2024 a Special Council Meeting for the Community Presentation by SafeTech Solutions regarding the Future of EMS at 4pm at the Ely Senior Center. Motion Carried Unanimously**

**REQUESTS TO APPEAR: None**

**COMMITTEE REPORTS:**

Standing/Special

Board of Adjustment (BOA)

Matter of Information: Board of Adjustment approved the variance for Frisky Otter at 302 E Sheridan St to have an additional freestanding sign on the property.

Matter of Information: Board of Adjustment approve the variance submitted by Daniel Krings at 718 Lakeview Ave N for the front yard setback requirements in the Shagawa Lake Shoreland Overlay District of 35 feet, to 20 feet for the proposed residential home remodel.

Planning and Zoning Commission

Matter of Information: June's Planning and Zoning meeting will be on June 12<sup>th</sup> at 5:30pm due to June 19<sup>th</sup> being a Holiday.

Ely Utilities Commission (EUC)

**A.Forsman moved to approve the recommendation from EUC to approve attendance to the MMUA Summer Conference in Fargo, ND, August 19-21,2024. Motion Carried Unanimously**

**A.Forsman/Debeltz moved to approve the recommendation from EUC to approve Clerk Harold Langowski's nomination to the MMUA Board of Directors.**  
A.Forsman stated that it is an honor for Langowski to serve on this board, fellow board members of the MMUA have nominated him which is an honor in itself.  
**Motion Carried Unanimously**

**A.Forsman/Bisbee moved to approve the recommendation from EUC to publish the Drinking Water Consumer Confidence Report in the Ely Echo and the City of Ely website.**  
**Motion Carried Unanimously.**

**A.Forsman/Campbell moved to approve the recommendation from EUC to approve \$77,864.16 payment to Rice Lake Construction Group for Pay Estimate #17 at the Waste Water Treatment Facility. Motion Carried Unanimously.**

**A.Forsman/Callen moved to approve the recommendation from EUC to approve \$4,832.98 payment to Duluth Archeology Center, LLC for phase one of the archeological review of the new pump house area.**  
Langowski indicated this is needed for federal funding.  
**Motion Carried Unanimously**

**A.Forsman/Campbell moved to approve the recommendation from EUC to approve \$43,080 payment to WESCO for the purchase of decorative light poles. Motion Carried Unanimously**

**A.Forsman/Debeltz moved to approve the recommendation from EUC to approve \$1,138.48 lighting rebate to MN North College, VCC Campus.**  
A.Forsman reminded residents to use these rebates.  
**Motion Carried Unanimously**

**A.Forsman/Callen moved to approve the recommendation from EUC to approve \$404,414.90 payment of EUC April Bills. Motion Carried Unanimously**

**A.Forsman/Campbell moved to approve the recommendation from EUC to approve \$1000 payment to Mick Shusta for A Operator Services this is for 2 months. Motion Carried Unanimously**

Telecommunications Advisory Board (TAB)

**Debeltz/Callen moved to approve the recommendation from TAB to authorize to proceed with CTC on the installation of fiber and purchase of equipment not to exceed \$20,000 if an agreement can be finalized concerning the use of WIFI with the festival organizers.**

Langowski indicated that in the past Midco provided a trailer for events for vendors to use WiFi. We have been working with CTC on how to provide WiFi in Whiteside Park. Currently our web cameras are on a private residence and we have issues with them being down. This would give us different waypoints to be able to eventually put web cameras in Whiteside Park. Langowski indicated that we have a meeting with CTC tomorrow to see how the work and where the points would be. The Chamber and Farmers Market has been included in the discussion to include a booth fee for vendors to get some of the money back for set up of equipment and to have some money eventually for equipment replacement as needed. The service charge from CTC is dependent on the speed requested. To run the cameras, we only need 100 MB at a price of \$100 per month, during the busy months of the summer when the festivals are it would require 1GB for a monthly cost of \$400. This motion would be to continue to work down this path.

**Motion Carried Unanimously**

**Debeltz/Campbell moved to approve the recommendation from TAB to pay Ely Area Television \$200 for the Additional filming in May. Motion Carried Unanimously**

Employee Relations (ER)

**Debeltz/Callen moved to approve the recommendation from ER to approve job description of Building Engineer and the position posted internally per the employee contract. Motion Carried Unanimously.**

**Debeltz/Bisbee moved to approve the recommendation from ER to authorize the ER Committee to interview the three internal candidates for the position of Public Works Foreman. Motion Carried Unanimously**

Range Association of Municipalities & Schools (RAMS): Minutes included in the Council Packet

**DEPARTMENTAL REPORTS:**

Clerk-Treasurer

Pioneer Mine – Ore Car Donation

Langowski indicated that Nick Wognum President of the Ely Arts and Heritage Center had been contacted by CN Railroad concerning the donation of an old DM&IR Ore Car to the City of Ely for the Pioneer Mine Historic site. We have discussed the project with CN representative and Renee Beaumier PE with North Shore Track Services (from Ely) concerning the donation. It is our understanding that this will come at no charge to the City of Ely. They will pay for the transportation, crane service, and track necessary to set it on. We would only be responsible to

2

6

have a location leveled for it to be set on. We will be working with Leustek's also who are donating some equipment to get the project completed. Miner's Dry continues to get more and more rentals so this would be a nice addition to the History of Pioneer Mine.

**Debeltz/Callen moved to accept the donation of the DM&IR Ore Car and to provide in kind services for the location of the ore car to be leveled. Motion Carried Unanimously.**

Fire Chief

Chief Marshall discussed the current fire and medical calls for the Fire Department. They are in the process of interviewing and testing four potential new applicants for the Fire Department. Chief Marshall indicated that the Ely Fire Department assisted the St. Louis County Rescue Squad with working on the demobilization of Curtain Falls Rescue. The Fire Department will be helping to unload equipment from aircraft tomorrow at the airport.

Library Director

Library Director Heinrich discussed the current programming for the Ely Library which can be found on the library website

Police Chief

City Attorney

**Kess/Debeltz moved to approve the 2<sup>nd</sup> Reading Ordinance No. 377 An Ordinance of the City of Ely, Minnesota Adding to the Ely City Code, Chapter 20, Section 20.1.30, Entitled Zoning Map Amendment (Old Depot Site – 212 N Central Ave).**

Attorney Klun stated that we had a public hearing earlier regarding this ordinance.

**Roll Called: Council members A.Forsman-Yes, Kess- Yes, Debeltz – Yes, Callen-Yes, Campbell- Yes, Bisbee-Yes, Mayor Omerza-Yes. Motion Carried Unanimously.**

City Engineer

**COMMUNICATIONS:** None

**CLAIMS FOR PAYMENT:**

**Callen/Campbell moved to approve the City and EUC Claims for June 4, 2024 for \$85,697.81. Motion Carried Unanimously.**

**OLD BUSINESS:** None

**NEW BUSINESS:**

**Bisbee/Debeltz moved to accept the resignation from Aspen (A.Z) Eck from the Ely Tree Board and Park and Recreation Board and to post for the open positions. Motion Carried Unanimously**

**Campbell/Debeltz moved to accept the resignation from Victoria Scarbrough from the Library Board and to post for an open position. Motion Carried Unanimously**

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7



**OPEN FORUM:** None

**ADJOURN:**

Mayor Omerza adjourned the meeting at 6:03pm without objection.

Casey Velcheff  
Deputy Clerk



June 13, 2024

TO: Mayor and City Council

FR: Heritage Preservation Commission

RE: Update on Film/Oral Histories project – June 26 event starts at 6:30 pm, Ely Historic State Theater

The Commission is excited to share that the “world premiere” for our film featuring the memories of graduates from Ely Memorial High School is scheduled for June 26. The event is being held at Ely’s Historic State Theater and starts at 6:30 pm with a meet and greet followed at 7 pm with the History Night program – Reed Petersen begins the program with the history of Ely Memorial High School followed by a film featuring its graduates.

We would be honored if the Mayor and City Council could attend and welcome all the community to join us for this event. Admission is free.

The film features graduates from 1942-2024 and was developed by the City of Ely’s Heritage Preservation Commission (HPC) as part of an oral histories project funded by the Minnesota Arts and Cultural Heritage Fund. We were very fortunate to bring thirteen graduates together who attended Ely Memorial High School over a period of eight decades. The personal stories they shared tell how the High School has served as the cornerstone for community life.

The interviewees were: Dave G. Anderson, Mike Forsman, Virgie Strukel Ivancich, Theresa Zupancich Jamnick , Kelly Klun, Betty Markovich Kunstel, Grace LaTourell, Bob (Chick) Maki, Gabi Omerza, Josephine Spreitzer Pruse , Karl (Beans) Scheuer, Steve (Stove Bolts Junior) Smrekar, and Frank Udovich. We are grateful for their participation.

The members of the Heritage Preservation Commission have volunteered many hours to complete the film and oral histories; their vision has provided a link to Ely’s history and heritage by preserving these personal stories. Also of note is the collaboration with the Ely-Winton Historical Society; the Historical Society is hosting the film’s premiere as part of History Night.

In closing, we hope to have a teaser of the film available to share with you during the City Council meeting on June 18.

Closing with thanks,

Heritage Preservation Commission



Well Being Development (WBD) has an opportunity to apply for a large grant from the Department of Justice (DOJ). To apply the application must come from a township, city, or county entity. WBD is seeking to partner with the City of Ely as the fiscal agent for this grant application.

Well Being Development (WBD) is a community-based nonprofit located in Ely, MN that provides education and resources to Ely area community members challenged with chronic mental illness and addiction. Our programs include Northern Lights Clubhouse, Care Facilitation, and a newly developing Recovery Residence, [www.wellbeingdevelopment.org](http://www.wellbeingdevelopment.org)

Below are some questions and brief answers to provide an introduction to the grant and the proposed project.

## Overview of the grant itself

### **Who is providing the grant funds and what is the name of the grant?**

- The grant is being funded by the Federal Department of Justice (DOJ) – Bureau of Justice Assistance (BJA)
- The grant is titled “Comprehensive Opioid, Stimulant, and Substance Use (COSSUP) Site-Based Program.” WBD refers to it as the “DOJ COSSUP Implementation Grant”

### **How much funding is available through this grant and what is the geographic area included?**

- Funding up to \$1,000,000 over 36 months, or \$333,333 per year, is available through this grant. If awarded the funds will be available in early October 2024.
- There will be 24 grants awarded within the rural category of applicants.
- The rural area that will be included in the WBD proposed grant application includes **the cities of Ely, Tower, Soudan, and Babbitt, and surrounding townships**. The estimated population for this area, is approximately 12,000 individuals.

### **Who can apply for this grant?**

- The primary applicant must be a rural township, city, or county. It is expected that the township, city, or county partners with a nonprofit agency.
- For our circumstance, St. Louis County is not able to be the primary applicant for the WBD project because SLC is too large to be considered rural and also already has a DOJ COSSUP grant.
- The City of Ely is eligible to be the primary applicant. Well Being Development would be the partnering nonprofit organization and designated as a subrecipient.

### **What group of people and issue is the grant focused on?**

- This grant is focused on supporting our most vulnerable adults, those that are uninsured or underinsured and are challenged with substance misuse or disorder and/or chronic mental illness. The grant project includes justice involved individuals.
- Our project is focused on individuals with an association to the Ely area.

### **What is the main goal of this grant?**

- The big idea, and hope, is to reduce the impact of illicit drugs, stimulants, and other substances on individuals and our community. This includes reducing the number of overdose deaths and lessening the impact on families and our community

## What are the proposed project activities:

- 1) **A recovery residence with co-located recovery support services includes;**
  - a) A residence will house up to four individuals at any one time and have a house manager staying at the house.
    - i) The residence will use best practices and policies including, for example, house rules, employment support, and drug testing to assure compliance with commitment to sobriety.
    - ii) An application process will be followed
  - b) A comprehensive approach to recovery will be utilized.
    - i) Substance use treatment will be available, such as, medication, therapy, groups, and peer recovery specialists
    - ii) Co-located services will include at a minimum the Northern Lights Clubhouse and a Care Facilitator housed within the recovery residence
    - iii) Other services may include Peer Recovery Specialists and varied support group meetings taking place at the recovery residence
    - iv) Access to teleservices for appointments
    - v) Support for transportation to access off-site appointments and employment.
- 2) Community partnerships to develop a **prescription drug take-back program**
- 3) Partnership with the local police departments for **naloxone availability** to law enforcement and first responders
- 4) Partnership with area schools and Ely Community Resources to **provide substance use education and prevention programs** that connect students with law enforcement agencies
- 5) **Hosting community events** that provide education and community conversation focused on increasing compassion and understanding of those challenged with chronic mental illness and addiction.

## How might the partnership work for implementing the project?

### The City of Ely would:

- Be responsible for submitting the expense invoices for reimbursement and reports
- Assign a designated individual to submit the required documents and be familiar with the DOJ online procedures
- Receive reimbursement for expenses of \$10,000 each year. This amount may increase up to \$20,000 as the final budget is determined
- Receive a quarterly financial review and project summary, provided by WBD

### Well Being Development would:

- Manage and track the project budget and expenses
- Provide to the City of Ely all monthly expense invoices for reimbursement and all required project reports
- Hire a Project Manager to manage implementation of the project activities including the application process
- Supervise all project staff
- Manage and track the project workplan; meeting project deadlines and reporting requirements
- Host and facilitate an advisory group for the project
- Attend all required DOJ grant meetings

**May 20, 2024 Unapproved Minutes**  
**Heritage Preservation Commission**  
**Place: City Hall, Judges Conference Room**  
**Meeting Time: 8:00 am to 9:15 am**

- **Call to order:** 8:00 am. **Attendees Present:** Commission members Jim Beaty, Margaret Egan, Pam Turnbull; City Council Liaison Angela Campbell
- **Motion to approve the minutes from the 5/7/2024 meeting:** Motion by Pam, seconded by Jim, to approve the minutes of the 5/7/24 meeting. All in favor, motion passed.
- **New Business:** City Council Liaison Angela Campbell shared that the City is seeking nominations for “Volunteer of the Year”.
- **Old Business:**
  - A. Ely Memorial High School video/oral histories project. Video is in final stages of production/editing. Video will be premiered at a meeting hosted in June (tentative date June 26) by the Ely-Winton Historical Society.
  - B. Plans are being finalized with the MN Discovery Center to provide on-line archiving for the video and oral transcripts.
  - C. Casey is coordinating use of City website to link to video and oral transcripts - post meeting update.
  - D. List of sites to be included in the Ely Area Historic Brochure was reviewed. The Tourism Bureau is providing design services for this project and their services include developing on-line access to the site materials. Ely-Winton Historical Society will partner with HPC to pay for the brochure.
  - E. Fundraising for assessment of the Workman Murals is underway. Pam and Margaret are creating press releases with initial donors (Rotary, American Legion, and American Legion Auxiliary) to get the word out about this project. The Workman murals (*Education and Industry*) were gifted to Ely Memorial High School in 1926 by the Legion and celebrate the glories of peace. The murals are just inside the original entrance to the High School.
  - F. Jim shared that the Pioneer Mine will be receiving State funding. Specifics on spending were not known at this time.
- **Next meeting date:** Tuesday, June 11 at 8:00 am.

**June 11, 2024 Unapproved Minutes**  
**Heritage Preservation Commission**  
**Place: City Hall, Judges Conference Room**  
**Meeting Time: 8:00 am to 10:00 am**

- **Call to order:** 8:00 am. **Attendees Present:** Commission members Jim Beaty, Margaret Egan, Lucy Soderholm, Pam Turnbull; City Council Liaison Angela Campbell
- **Motion to approve the minutes from the 5/20/2024 meeting:** Motion by Pam, seconded by Jim, to approve the minutes of the 5/20/24 meeting. All in favor, motion passed.
- **New Business:** City Council Liaison Angela Campbell provided a general summary of recent items considered by the City Council.
- **Old Business:**
  - A. Ely Memorial High School film/oral histories project. Film is in final stages of production/editing. Premiere will be on June 26 at Ely's Historic State Theater as part of History Night (hosted by Ely-Winton Historical Society). Plans are being finalized with the MN Discovery Center to provide on-line archiving for the video and oral transcripts.
  - B. Ely Area Historic Brochure was reviewed. Refinements are needed to the draft materials provided by the Tourism Bureau. Funding partners are the Heritage Preservation Commission and the Ely-Winton Historical Society. Additional funders are being considered.
  - C. Fundraising for assessment of the Workman Murals is underway. Initial public announcement of the fundraiser was in the June 8 edition of the Ely Echo featuring the donation from Rotary. Additional fundraising is planned.
- Adjournment: 10:00 am.
- **Next meeting date:** Tuesday, July 9 at 8:00 am.

Library Board Regular Meeting Minutes  
June 5, 2024

Present: Scott King, Tom Conaway, Jordyn Stocks, Todd Crego, Madeline Olson, Dave O'Donnell, and Library Director Rachel Heinrich.  
Also Present: Peter Schamber

Meeting called to order at 5:31 by Crego

Minutes of the May 1, 2024 regular meeting. Motion to accept as written (TC/MO). Motion passed.

General agreement to move item 4b on the agenda (DGGHT alternate) to the first position and item 3a (Foundation) to the end of the agenda.

New Business:

DGGHT Alternate – Peter Schamber from the Donald G Gardner Humanities Trust was present to discuss the library seats on the Gardner board. Because Scott King had moved from the library alternate position to a full representative for NLAA on the trust board, the library is short a person for the alternate spot. Some discussion on what this position would require of the individual. Tom said he was willing to take on the alternate role. Motion to appoint Tom as the library's alternative on the Gardner Trust (DO/JS). Motion passed.

Chad Houde had asked Rachel to bring the issue of the electric car charger parking to the library board. His recommendation was that the spots near the charger be made into 2 hour so that the parking attendant could chalk when doing the rest of the downtown area. Rachel also had a sheet that compared the solar production of the library's roof panels to the car charger usage over the last year – it was noted that the past year was not necessarily typical since there was less snow on the roof and therefore more solar gain through the last winter than normal – the chargers are using approximately 3 times as much energy as is being produced. Much discussion ensued on the topic ranging from getting rid of the chargers completely, that this should go to a different city committee since the library shouldn't be responsible for the lot issues, that the lot should be closed off entirely in the late evenings, that the entrance has signage with the lot hours so there should be night ticketing of vehicles, that the chargers should be disabled, that the city should start charging for use of the electric chargers, that possibly two spots should be designated for only charger use, etc. Motion that additional signage should be placed near the chargers with the lot hours and that the police be asked to enforce those hours with ticketing (MO/JS). Motion passed.

Rachel noted that the next board meeting is the evening of July 3<sup>rd</sup> and perhaps that might be a difficult time to get a quorum with everything going on that day (and the next) in town. Does the board want to skip the July meeting if there is no pressing business? Motion to not have a regular board meeting in July (DO/TC). Motion passed. This means that the next scheduled meeting will take place on August 7 at 5:30 pm.

Rachel gave a report on some of the legislation that passed at the end of the recent MN Legislative session regarding book challenges in libraries. Of special note to us, is the bill that prevents public and school libraries from banning a book "based solely on its viewpoint or the messages, ideas, or opinions it conveys"; this greatly lessens the chances of any library in Minnesota needing to go through a challenge

scenario. Other changes include some necessary qualifications and collection development policies which we are already in compliance with.

Tori Scarbrough has resigned from the library board, so Rachel asked if anyone would be willing to fill the role of secretary for the board for the remainder of the year. Maddie said that she was willing. Everyone else was willing for her to take this role.

#### Librarian's Report:

There is a very full programming schedule for the summer. Signups for summer reading have been good for the first few days and the new method of encouraging kids to read regularly for the younger age program seems popular.

Rachel reminded everyone that there is money budgeted this year to do a carpeting project for replacing the very worst areas. She asked if the board felt strongly about when this should occur given that some events are starting to appear on the fall calendar. It was asked if this could happen while the staff was at the ARSL conference in September. Rachel said that the staff would probably need to be involved with the recarpeting because they will need to move items/shelving before and after the new carpet is put in. General consensus was to let Rachel schedule this when it works best with the programming schedule as long as there was a gap following the ARSL conference.

Rachel also reported that she had met recently with Bob Anderson and Harold Langowski to talk about starting a replacement list/budget for the library. This is mostly building elements like the roof, furnaces, etc. She asked if anyone had any ideas for things that might have been missed ... suggested to add was the book security system.

#### Old Business

##### Foundation

Dave had meet recently with Pam Ransom to have her take a look at the proposed foundation bylaws. Pam was under the impression that the foundation board would be more autonomous than what is currently in the bylaws. So, the question is how much control does the board want to have over the foundation? There should be a decision made on what the vision of the foundation should be – things like membership criteria, how members are appointed, how local directors need to be ... all need to be answered. Library board members are asked to take a look at both versions before the August meeting. It was requested that Rachel also send out electronic copies of each for those people who prefer to make notes on a screen.

Meeting adjourned at 6:41 pm.



May 13<sup>th</sup>, 2024

**Draft Minutes**

City of Ely Projects Committee Meeting  
City Hall Council Chambers

Committee member attendees: Harold Langowski, Warren Nikkola, Mayor Heidi Omerza, Rob Wilmunen ,  
Mike Banovetz, Ryan Callen, Kris Winkelman, Tommy Teigen  
Absent: Emily Roose  
Also attending: John Jamnick, John Fedo, Kristin Zobitz, Ely HRA

Meeting called to order 5:00 p.m. by Mayor Omerza

I. Additions or Deletions to Agenda: None

II. Approval of Minutes from May 13<sup>th</sup>, 2023 Meeting.

a. **MOTION (MB/RW) to approve the minutes from the May 13<sup>th</sup>, 2024 meeting. Passed unanimously.**

III. Special Appearances: None

IV. Communications: None

V. Unfinished Business

- a. Reviewed the project list. HL updated the list to notate a continued resident complaint concerning the height of the roadway in the Rod Loe Industrial Park on Washington Street from 15<sup>th</sup>ave and 16<sup>th</sup> Ave. The height of the road has resulted in their property being lower and drainage running through it. The storm sewer and paving of this area is currently on the project list for 2025.
- b. Zups parking lot has been paved and the airport taxilane has been completed.
- c. The plans for the Burntside water line are nearing completion and JPJ is working with CDBG, DOH and the PFA on the studies, reports and plans needed for approval. Recently the archeological study had been completed for the environmental review.
- d. The trailhead project started this week.
- e. The stage II application to USDA Rural Development for the Ambulance and Fire Garage has been completed and submitted. The next step on the project is to submit the plans for USDA approval. There review typically takes about 30 days. We have had a conference call with USDA and will continue to finalize the plans.
- f. HL has been working with Matt Stupnik and the Ott's concerning the Old Ford Garage for a parking lot. We will be submitting an IRRRB application for the July round. A CUP was approved for a parking lot at the Old Ford Garage following demolition. The application guidelines have not been updated by the IRRR yet.
- g. The Depot property has been rezoned. We continue to work with John Ott on the environmental cleanup of the property. Due to delays in getting an approved response action plan (RAP) from the MPCA the DEED application for cleanup was kicked back and we resubmitted as an investigation application from DEED. Due to the expanded scope not being verified by the MPCA in a timely manner the investigation application was rejected. The next grant cycle is in the fall. A cost estimate for the expected demolition work was provided for inclusion in the IRRR Commercial Redevelopment application. We will request funds for the Depot and the CC conversion, including the demolition of the Ford garage for the necessary parking lot.
- h. The resort project at VNO continues to be planned. An environmental PH1 was required by the bank and now additional PH 2 work is required. VNO is considering options at this time.
- i. Chamber lease- No discussion

W

- j. Whiteside Park fiber is looking to be a much larger project than originally expected. HL is waiting on additional cost estimates for the installation for three points of connection

VI. Clerk/Treasurer Report

- a. HL provided a list of current projects to be submitted for IRRRB funding in July: Conan/9<sup>th</sup>/10<sup>th</sup>, Burntside Line, Commercial Demo for Ford Garage, CC, Depot.

VII. New Business

- a. John Esse attended the meeting and handed out a letter he had put together concerning solar and the need for the IRRRB to invest more in solar. HL explained the current solar on the library and the trailhead project and what future collaboration may occur with other NEMMPA members to develop a collaborative project to combine our self-generation allowances into one solar project centrally located on the range.
- b. A public meeting is being held at Ely City Hall at 5 pm on Monday June 17<sup>th</sup> concerning the Sheridan Street intersection at Central and 3<sup>r</sup> Ave E. A post card has been sent to residents and includes a survey. The committee discussed the necessity of these intersections to remain as signalized intersection to ensure for pedestrian safety. With the lack of visibility and the high level of traffic in these areas signals need to remain. **MOTION (RW/MB) to recommend the City Council request MNDOT retain signalized intersections at Central and 3<sup>rd</sup> Ave East. Passed unanimously.**

VIII. Bills:

- a. None

IX. Adjourned at 5:58p.m. No opposition

Respectfully submitted, Harold R. Langowski

**Planning and Zoning Commission  
Minutes for Wednesday, June 12<sup>th</sup>, 2024**

1. Planning and Zoning Called to Order @ 5:33 PM
2. Roll call: **Prioreschi, Anderson, Hernesmaa, White, Roose, Palcher.** *Staff Kochendorfer. Council Campbell.* **Riley arrived at 5:39 PM**
3. (2-5) Approval of Minutes from May 15<sup>th</sup>, 2024.

**Motion Prioreschi to approve minutes from May 15<sup>th</sup> with the name correction on Peta Berett. Second Anderson. Motion approved without objection.**

4. Additions or Deletions from Agenda - none
5. Requests to Appear none - none
6. Chair Roose read the reason for the public hearing:

Public Hearing for Subdivision Variation at, 357 W Harvey St. The applicant is seeking a Variation from Subdivision Ordinance 12.05 Subd. 4(b) Each lot must front upon a public street not less than 66 feet in width, and Subdivision Ordinance 12.05 Subd. 5(a) lot depth minimum of 120 feet.

- The Planning and Zoning Administrator read the reasoning for the hearing, and backstory of the subdivision. It was a work in progress from several years ago, and the City swapped some land and created a right of way for it to work.
- Owner Charlie Archambault was present and briefly presented the proposal- several years ago he approached city. Land divided into two, and filed with county. A right of way was created. Planning and Zoning back then told him the subdivision wouldn't be a problem. When the proposal was brought forth to the current planning and zoning administrator, the lot depth and street frontage was found to be an issue, and therefore the need for a variation from Subdivision Ordinance.
- No phone calls or comments were received in relation to this subdivision hearing.
- Public comment: There was no public comment for, or against the proposal

18

## **Public hearing closed at 5:42 PM**

The Staff analysis was read by the Planning and Zoning Administrator. Both the Planning and Zoning Administrator and City Clerk/Treasurer recommended approval of the subdivision variation.

Prioreschi- Had some right of way questions. The survey was explained in more detail.

**Motion Riley to approve request of variation from the subdivision requirements. White second. Roll Call Vote: Prioreschi – Yes, White- Yes, Hernesmaa- Yes, Roose- Yes, Palcher- Yes, Anderson- Yes, Riley- Yes. Motion carried.**

## 7. Reports

### a. Planning and Zoning Administrator –

Update oh short term rental listings. Still capped at (25) in residential zoning, with (3) people on the wait list. Planning and Zoning has been steadily busy with hearings monthly, and projects going on around town. Some sign permit violation letters were sent out for various issues. The Police Department will be handling Blight issues such as grass and trash. The Building Department will still handle structural concerns. Planning and Zoning has received several complaints, and has forwarded them on to the proper department. One property was storing items in the public right of way, and that problem has been resolved. People are reminded that you can not place items in the public right of way. Still working on the dumpster enclosure ordinance, and subdivision and platting application forms. The shoreland restoration at 1315 N 18<sup>th</sup> Ave E should be complete in the next month. The shoreland at 1373 Pioneer Rd N has been completed satisfactory to the Planning and Zoning Administrator. The file will be closed unless the Commission sees otherwise (no objections).

### b. Projects Committee – PZ Admin attended due to the absence of the Chair and Vice Chair-

Several street projects still slatted for 2024-2025.

The rural development fund is reviewing funding for the fire apparatus and first responder building project. No action needed from PZ for this. The Depot project in incurring the need for a phase 2 EAW that would include soil borings to determine next steps. Since green space is proposed, its important to make sure any hazards (if they exist) are properly removed. The neighboring property that is still Industrial Zoned seems to be compiling junk. PZ Administrator will follow up.

Voyager North Outfitting completed a phase 1 EAW on the property. It was determined a phase 2 will be needed with soil borings to determine if there are hazards before this project can proceed. Any permitting has been placed on hold.

John Esse submitted a letter to the projects committee relating to solar energy. Ely City code does not address solar energy in the zoning ordinance, so it should be added. PZ Admin recommends adding in our accessory structure ordinance. PZ Admin will work on this and bring back to PZ Commission when complete.

- c. Council – Campbell – Minutes included in Packet  
Variance of Frisky Otter Approved, Public hearings for rezoning of the depot was approved.

## 8. New Business

- a. Cannabis Zoning Regulations

The Planning and Zoning Administrator explained the need for discussion on this with a legislative approval for cultivation applications beginning July 24<sup>th</sup>. No state guidance at this time, and no other cities to compare to at this time. PZ Admin recommending a moratorium for now. Possible that we could add this to our permissible uses list versus an extra zoning change.

Riley- What does social equity mean?

Prioreschi- certain groups of social classes would receive priority

Further discussion on the time frame of the moratorium. Consensus was a year or less.

Hernesmaa- Similar to liquor licenses

Roose- A moratorium can only go for so long

Campbell – time line on moratorium. other cities have worked through it. Up to one year

Riley- Believes this to better be handled through city council action

Roose- how does IUP work

Riley- We could recommend approval by IUP at council. Proposal to Planning and Zoning first – Cant be 1000 feet from schools, rehab centers, etc.

Further discussion on timelines that are appropriate.

Riley- is it our vision or concern- industrial or commercial. City council to consider in zoning that appropriate

Hernesmaa- chance to work out own problems.

**Motion Riley/Second Anderson: If the city council should wish to approve the cannabis cultivation zoning, only approve in Industrial (M) and Commercial (C) zoning with an IUP (Interim Use Permit) within the permissible uses list.**

**Roll Call. Pioreschi No, White Yes, Hernesmaa Yes, Roose Yes, Palcher Yes, Anderson Yes, Riley Yes. Motion carries 6-1.**

b. Andy and Paula Hill Letter to Planning and Zoning-

Planning and Zoning Administrator explained the request from Paula and Andy Hill on the clearing of dead trees on City property.

Palcher – One by one, not clear cut of everything. Moving top soil. Not all dead. Being more conservative of removing trees on public lands. Trezona trail is a treasure. South side, does need to be a turnaround. Handful of balsam. Miners' lake natural barrier, only reasonable to do one by one

Commission members discussed the liability of having a private citizen cut trees on city property, and proper insurance that would be needed, as well as having this be a "bid" process with local qualified contractors.

**Recommendation to forward Palcher's letter to city council on behalf of the Planning and Zoning Commission (copy included in minutes) Motion White/ Hernesmaa Second. Motion carried unanimously**

Old Business:

a. Removal of "land stability requirement in Chapter 11.41

Building Official Doug Whitney would like to see

b. Update City Comprehensive Plan from 2016

Roose- After discussion with the planning and zoning administrator, we should get the comp plan in word document to make changes live in the meeting. We are editing on how it originally was, and maybe each person should come up with (5) main objectives. As we read through it, we can integrate these into the plan

Angela- May 21<sup>st</sup> council meeting, Barb Jones- Citizens for climate group.

Roose- Sustainability into comp plan

Roose- Don't work on it tonight, each person work on 5 items for next meeting.

Dave- How much of the city is for wildlife , etc.

Planning and Zoning Administrator will calculate approximate acres of current open space. Rough estimate of current green space, tasked for next meeting.

**9. Adjournment @ 6:56 PM**

Concerning the proposal to cover the expense of removing only dead and dying balsam trees in the remainder of Outlook B on the shore of Miners Lake.

A parking area was recently added to this lot. It may be good to remove only the diseased trees. This would require cutting **only** the dead balsams. **ONE BY ONE.** The dead trees would need to be removed after they are cut.

There is no need to use any heavy equipment here as there are other healthy trees that will be taken down if there is a bulldozer, backhoe, or tractor doing this work. The lake alone is a fire break from the West. There has been discussion in public meetings lately that we need to be more conservative about totally clearing public lands. The Trezona Trail is a treasure and visitors and residents alike do not just like to walk around it to see another parking lot.

There is also a private lot to the West of this out-lot and the owner should be notified that more cutting may take place.

Concerning the proposal to cover the expense of removing only dead and dying balsam trees on another lot titled Outlook B to the South of Sibley Drive. There is a potential plan to develop a turn-around for Sibley Drive as it dead-ends to the Trezona Trail. That will be under the oversight of the city to provide a proper answer to the traffic situation. This will be a city responsibility.

Beyond that turn around to the South, is the vacated mine shaft hole for the Savoy Mine. By itself, it is a natural fire break filled with water. At one time the shaft hole was 800 feet deep. It likely has caved in significantly. The dead balsams that surround this sink hole are on extremely steep banks. Rather dangerous for anyone to cut trees there unless they are tied to an anchor above. And, this area has several privately owned lots adjacent to the out-lot land. Do owners need to be notified of this cutting?

There is no need to use any heavy equipment to remove additional balsams. All of the other healthy trees which include birch, spruce, poplar, mountain ash, and assorted other brush and greenery, not be destroyed or disturbed.

1. The company or entity that is chosen to cut the balsams for either lot should either be City of Ely employees or perhaps employees of a company that has acceptable liability insurance.
2. The work scope must be approved in advance by the City of Ely Administration and remain in the City's oversight.
3. Locally residing residents should also have an opportunity to make a decision on this project.



### PURCHASE AGREEMENT from the City of Ely

1. **PARTIES.** This Purchase Agreement is made on 6/5/2024, <sup>2024</sup>~~2023~~, by and between Thomas M Holzmer ("Buyer"), and City of Ely, a Minnesota municipal corporation, 209 E. Chapman St., Ely, MN 55731 ("Seller").

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property located in St. Louis County, Minnesota and legally described as follows:  
Lot 11, Block 1, EAST SPAULDING FIRST ADDITION

3. **PRICE AND PAYMENT TERMS.** The price for the real and personal property included in this sale is: \$44,000.00, which Buyer shall pay as follows:  
Earnest money in the amount of \$1000.00, to be paid to Seller by Buyer upon the execution of this Purchase Agreement. The remaining balance of \$43,000.00, is to be paid on or before 9/6/2024, the DATE OF CLOSING. The DATE OF CLOSING may be modified as circumstances may dictate or as the parties may agree.

4. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying title to the Seller, subject to:  
A. Subject to Mineral rights reserved by the State of Minnesota or other parties.  
B. Building and zoning laws, ordinances, state and federal regulations;  
C. Exceptions to title which constitute encumbrances, restrictions, or easements which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement (must be specified in writing):


Property is subject to the terms and conditions of the attached Ordinance No. 352, 2<sup>nd</sup> Series, filed May 5, 2022, as Document No. 01442523, in the office of the St. Louis County Recorder.

5. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Seller represents the taxes due and payable in the year of closing will be non-homestead classification. The tax parcel number for the property is 030-0066-00110.

SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment together with the real estate taxes due and payable in the year of closing.

SELLER SHALL PAY ON DATE OF CLOSING all other special assessments levied as of the date of this Purchase Agreement.

SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities.

Initials  \_\_\_\_\_

24

As of the date of this Purchase Agreement, Seller represents that Seller has not received a Notice of Hearing of a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the property.

Buyer shall pay all real estate taxes due and payable in the year following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not otherwise provided herein. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

6. **SELLER'S ACCESS AND LIEN WARRANTIES.** Seller warrants that there is a right of access to the real property from a public right of way. Seller warrants that there has been no labor or material furnished to the property by Seller for which payment has not been made.

7. **CONDITION OF PROPERTY.**

A. Other than the representations made in this paragraph 7, the property is being sold "**AS IS**" with any and all faults, and with no express or implied representations or warranties by Seller as to physical conditions or fitness for any particular purpose.

B. Seller, to their knowledge, knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the property by any person in violation of any law, nor of any underground storage tanks, wells, or septic systems located on the property.

C. Buyer shall have the right to have inspections of the property conducted prior to closing. If any hazardous substances, underground storage tanks, pollutant or contaminate is discovered, the Buyer shall notify the Seller in writing stating the nature of the discovery within ten (10) business days of the discovery, but no later than None 20\_\_\_\_\_.

8. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants. Seller has not received any notice from any governmental authority concerning any eminent domain, condemnation, special taxing district, or rezoning proceedings.

9. **ACCESS PRIOR TO CLOSING.** By this Purchase Agreement, Buyer does not acquire any right to possession of the property nor does Buyer acquire any right of entry, license, or easement, except as permitted in paragraph 7C.

10. **POSSESSION.** Seller shall deliver possession of the property on the date of closing.

11. **TITLE AND EXAMINATION:** Buyer may, at buyer's discretion, obtain a commitment for an owner's policy of title insurance. Buyer shall deliver a copy of the commitment to Seller within ten (10) business days of receipt. Buyer shall be deemed to have waived any title objections not made within the ten (10) business day period above. If the Buyer desires to obtain an owner's policy of title insurance, Buyer agrees to pay all related costs including the title insurance premium for a policy in the amount of the purchase price. Buyer acknowledges that the Seller is not in possession of an abstract of title for the property and will not be required to provide Buyer with an abstract of title.

12. **TITLE CORRECTIONS AND REMEDIES.** Seller shall use Seller's best efforts to address any title objections by the date of closing. If the remedy to correct the title objection is cost-prohibitive in the sole opinion of the Seller, the Seller will notify Buyer within a reasonable time period that the objection cannot be remedied at the current sale price. In the case that the Seller will not remedy the objection, the Buyer, if not willing to pay the cost of the remedy, will sign a cancellation of purchase agreement.
13. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1 above and if mailed, are effective as of the date of mailing.
14. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.
15. **AFFIDAVITS.** At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering an Affidavit of Seller. Buyer shall deliver to the Seller an Affidavit of Purchaser.
16. **CLOSING.** Closing shall be at Klun Law Firm, P.A., 1 E. Chapman St., Ely, MN 55731, or a location mutually agreed upon by the Parties.
17. **CLOSING COSTS.** Buyer and Seller shall pay their own respective closing costs.
18. **ADDITIONAL TERMS/CONTINGENCIES:** City water, sewer and electric service shall be made available to the lot by the City of Ely. Buyer shall be responsible for all fees, including but not limited to WAC and SAC fees, to hook up to city services. All primary structures shall be serviced by city water, sewer, and electric.
19. **TIME IS OF THE ESSENCE.** Time is of the essence for all provisions of this Purchase Agreement.
20. **ADDENDA.** Attached is Addendum "A" which is made a part of this Purchase Agreement.
21. **MULTIPLE ORIGINALS.** There are (one) 1 original(s) of this document.

**THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, CONSULT A LAWYER.**

Minnesota law permits licensed real estate broker and sales agents to prepare purchase agreements. No recommendation or representation may be made by any real estate broker or sales agent as to the legal sufficiency, the legal effect, or the tax consequences of this contract. These are questions for your lawyer.

**Buyer:**

Authentisign  
Thomas M Holzmer 06/06/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Seller:**

CITY OF ELY

By \_\_\_\_\_  
Heidi Omerza, Mayor Date

By \_\_\_\_\_  
Harold Langowski, Clerk-Treasurer Date



### ADDENDUM A – RIGHT OF RE-ENTRY

employees because of bodily injury or damages, including loss of use, from any cause whatsoever arising out of, incidental to or in connection with this agreement or the occupancy or improvement of the real property.

6. **LEGAL FEES.** In the event of default, the Buyer agrees to pay all expenses, including but not limited to reasonable attorneys' fees, court costs, and other legal expenses incurred by the Seller in endeavoring to enforce this agreement or to collect any damages or enforce any other obligations or duties owed to or remedies available to the Seller.

7. **NON-WAIVER OF RIGHTS.** Nothing in this contract shall constitute a waiver by the Seller of any rights or remedies under this contract. Failure of the Seller to exercise any right or remedy hereunder shall not operate as a waiver, and no single or partial exercise by the Seller of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy available to the Seller under this agreement or at law or in equity.

8. **SEVERABILITY / MERGER.** The parties further agree to substitute for any invalid provision a valid provision that most closely approximates the economic effect and the intent of the invalid provision. This contract is the final expression of the agreement of the parties and the complete and the exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

9. **TIME.** Time is of the essence under this agreement.

10. **TITLE / REPRESENTATION.** Title to the real property shall be subject to the terms of this addendum. The terms of this addendum shall survive closing. The terms of this addendum shall run with the land and inure to the benefit of the Seller, its agents, representatives, successors, and assigns. Klun Law Firm, P.A., d/b/a Canoe Country Title, represents Seller only and does not represent Buyer in this transaction. Buyer understands that Buyer is entitled to representation by an independent attorney, title company and/or closing agent and has had the opportunity to consult independent advisors. This addendum shall be attached to and recorded with the deed from Seller to Buyer.

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**

**IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

By \_\_\_\_\_  
Its Mayor Date

Authentisign  
*Thomas M Holzmer* 06/06/24  
\_\_\_\_\_  
Buyer's Signature Date

By \_\_\_\_\_  
Its Clerk-Treasurer Date

\_\_\_\_\_  
Buyer's Printed Name

29



**DISCLOSURE STATEMENT: ARBITRATION  
DISCLOSURE AND RESIDENTIAL REAL  
PROPERTY ARBITRATION AGREEMENT**

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1. Page 1

2. **ARBITRATION DISCLOSURE**

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or  
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing  
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on  
7. page two (2), you agree to the following:

- 8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the  
9. applicable conciliation court; and
- 10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration  
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed  
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only  
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The  
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still  
15. be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not  
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and  
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding  
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims  
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under  
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to  
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that  
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial  
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation  
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate  
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to  
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the  
31. claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation  
32. period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.  
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator  
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request  
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,  
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.  
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days  
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony  
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be  
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'  
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an  
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview  
46. of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule  
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119  
48. or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR®. If you have any questions about arbitration, call NCDS  
49. at (866) 727-8119 or consult a lawyer.

30

**DISCLOSURE STATEMENT: ARBITRATION  
DISCLOSURE AND RESIDENTIAL REAL  
PROPERTY ARBITRATION AGREEMENT**  
50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**  
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at TBD - Lot Sibley Court Drive

55. City of Ely, County of St. Louis County

56. State of Minnesota, Zip Code 55731

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or  
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*  
59. dated 6/5/2024, including claims of fraud, misrepresentation, warranty and negligence, shall  
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration  
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of  
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect  
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one  
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement  
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to  
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a  
67. broker shall bind the broker and all licensees of that broker.

68. \_\_\_\_\_  
(Seller's Signature) (Date)

69. \_\_\_\_\_  
(Seller's Printed Name)

70. \_\_\_\_\_  
(Seller's Signature) (Date)

71. \_\_\_\_\_  
(Seller's Printed Name)

72. \_\_\_\_\_  
(Licensee Representing or Assisting Seller) (Date)

73. Keller Williams Classic Realty - Duluth  
(Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**  
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

Authentisign  
Thomas M Holzmer 06/06/2024  
(Buyer's Signature) (Date)

Thomas Holzmer  
(Buyer's Printed Name)

\_\_\_\_\_  
(Buyer's Signature) (Date)

\_\_\_\_\_  
(Buyer's Printed Name)

Authentisign  
James F. Burke III 06/05/2024  
(Licensee Representing or Assisting Buyer) (Date)

Keller Williams Classic Realty - Duluth  
(Company Name)





### DISCLOSURE STATEMENT: VACANT LAND

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- 1. Date February 03, 2022
- 2. Page 1 of 10 pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE
- 4. A PART OF THIS DISCLOSURE

**5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives* form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction.

17. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:  
 18. "Residential real property" or "residential real estate" means property occupied as, or *intended to be occupied as*, a single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to Chapter 515B.

21. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any other option.

24. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the Property personally or have it inspected by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "No" to any of the questions listed below, it does not necessarily mean that it does not exist on the Property, did not occur, or does not apply. "No" may mean that Seller is unaware.

28. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or inspection report(s) when completing this form. (3) Describe conditions affecting the Property to the best of your knowledge. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions. (6) If any items do not apply, write "NA" (not applicable).

32. Property location or identification TBD Sibley Court Drive,  
(Address/Section/Township/Range)  
 33. PID # \_\_\_\_\_, Legal Description Lot 1-11, Block 1, East Spaulding First Addition,  
 34. City or Township of Ely, County of St. Louis,  
 35. State of Minnesota, Zip Code 55731 ("Property").

36. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.  
 37. (1) What date did you acquire the land? Platted 3/25/2009  
 38. (2) Type of title evidence:  Abstract  Registered (Torrens)  Unknown  
 39. Location of Abstract: \_\_\_\_\_  
 40. Is there an existing Owner's Title Insurance Policy?  Yes  No  
 41. (3) Are you in possession of prior vacant land disclosure statement(s)?  
 42. (If "Yes," please attach if in your possession.)  Yes  No



### DISCLOSURE STATEMENT: VACANT LAND

**44. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

45. Property located at TBD Sibley Court Drive Ely MN 55731

46. (4) Are there any current or past Phase I, Phase II, or Phase III Environmental Site Assessment(s)? (If "Yes," please attach if in your possession.)  Yes  No

47. (5) Access (where/type): Public road, Sibley Court Drive  
48. Is access (legal and physical) other than by direct frontage on a public road?  Yes  No

49. (6) Has the Property been surveyed?  Yes  No

50. Year surveyed: 2009

51. What company/person performed the survey? RLK

52. Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

53. (7) Is this platted land?  Yes  No

54. If "Yes," has the plat been recorded?  Yes  No

55. do you have a certificate of survey in your possession?  Yes  No

56. If "Yes," who completed the survey? See Attached When? \_\_\_\_\_

57. (8) Are there any property markers on the Property?  Yes  No

58. If "Yes," give details: Corners and pins are marked and verified through Bear Island Survey.

59. (9) Is the Property located on a public or private road?  Public  Private  Public: no maintenance

60. (10) Are there any private or non-dedicated roadways that you are responsible for?  Yes  No

61. (11) Are there any rivers, lakes, ponds, creeks, streams, or springs running through the Property or along a boundary line?  Yes  No

62. (12) Flood Insurance: All properties in the State of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

63. (a) Do you know which zone the Property is located in?  Yes  No

64. If "Yes," which zone? \_\_\_\_\_

65. (b) Have you ever had a flood insurance policy?  Yes  No

66. If "Yes," is the policy in force?  Yes  No

67. If "Yes," what is the annual premium? \$ \_\_\_\_\_

68. If "Yes," who is the insurance carrier? \_\_\_\_\_

69. (c) Have you ever had a claim with a flood insurance carrier or FEMA?  Yes  No

70. If "Yes," please explain: \_\_\_\_\_

**NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously as an indication of the premiums that will apply after Buyer completes their purchase.



DISCLOSURE STATEMENT: VACANT LAND

83. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

84. Property located at TBD Sibley Court Drive Ely MN 55731

- 85. (13) Is the Property located in a drainage district, County or Judicial Drainage System?
86. (14) Is the Property drain tiled?
87. (15) Is there a private drainage system on the Property?
88. (16) Is the Property located within a government designated disaster evacuation zone (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)?
89. (17) Are there encroachments?
90. (18) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

92.
93.

94. B. GENERAL CONDITION: The following questions are to be answered to the best of Seller's knowledge.

95. (1) Are there any structures, improvements, or emblements (e.g., crops) included
96. In the sale?
97. If "Yes," list all items:

98.

99. (2) Are there any abandoned or junk motor vehicles, equipment of any kind, or debris
100. included in the sale?
101. If "Yes," list all items:

102.

103. (3) Are there any drainage issues, flooding, or conditions conducive to flooding?

104. (4) Has there been any damage by wind, fire, flood, hail, or other cause(s)?

105. If "Yes," give details of what happened and when:

106.

107. (5) Were there any previous structures on the Property?

108. (6) Are there any settling, erosion, or soil movement problems on or affecting
109. the Property?

110. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting
111. the Property?

112. (8) For any questions in Section B answered "Yes," please explain:
113. This site was part of old Pioneer Mine Site, however, Seller is not aware of settling
114. or erosion problems.

115. C. USE RESTRICTIONS: The following questions are to be answered to the best of Seller's knowledge.

116. (1) Do any of the following types of covenants, conditions, reservations of rights or use, or restrictions affect
117. the use or future resale of the Property?

118. (a) Are there easements, other than utility or drainage easements?
119. (b) Are there any public or private use paths or roadway rights of way/
120. easement(s)?
121. (c) Are there any ongoing financial maintenance or other obligations related to
122. the Property that the buyer will be responsible for?

122. Yes No 34

# DISCLOSURE STATEMENT: VACANT LAND

124. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

125. Property located at TBD Sibley Court Drive Ely MN 55731
126. (d) Are there any communication, power, wind, pipeline (utility or drainage), or other utility rights of way/easement(s)?  Yes  No
127. (e) Are there any railroad or other transportation rights of way/easement(s)?  Yes  No
128. (f) Is there subdivision or other recorded covenants, conditions, or restrictions?  Yes  No
129. (g) Are there association requirements or restrictions?  Yes  No
130. (h) Is there a right of first refusal to purchase?  Yes  No
131. (i) Is the Property within the boundaries of a Native American reservation?  Yes  No
132. (j) Are there any Department of Natural Resources restrictions?  Yes  No
133. (k) Is the Property located in a watershed district?  Yes  No
134. (l) Is the Property enrolled in any federal, state, or local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land, RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.)?  Yes  No
135. (m) Are there any USDA Wetland Determinations?  Yes  No
136. (n) Are there any USDA Highly Erodible Land Determinations?  Yes  No
137. (o) Are there any conservation practices installed (e.g., terracing, waterways, control structures)?  Yes  No
138. (p) Are there any federal or state listed species?  Plants  Animals  Yes  No
139. (q) Are there any third parties which have an interest in the mineral rights?  Yes  No
140. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber, development, etc.)?  Yes  No
141. (s) Are there any historical registry restrictions?  Yes  No
142. (t) If any of the questions in Section C(1) are answered "Yes," please provide written copies of these covenants, conditions, reservations, or restrictions if in your possession:  
See attached

143. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants, conditions, reservations, or restrictions?  Yes  No
144. If "Yes," please explain:

145. \_\_\_\_\_

146. \_\_\_\_\_

147. (3) Is the Property currently rented?  Yes  No
148. If "Yes," is there a written lease?  Yes  No
149. If "Yes," please provide a copy of the lease if in your possession or provide information:
150. Lease start date: \_\_\_\_\_
151. Lease end date: \_\_\_\_\_
152. Number of acres leased: \_\_\_\_\_
153. Price/acre: \_\_\_\_\_
154. Terms of lease: \_\_\_\_\_
155. Renter's name: \_\_\_\_\_ Phone number: \_\_\_\_\_
156. May the renter be contacted for information on the Property?  Yes  No

35



## DISCLOSURE STATEMENT: VACANT LAND

166. Page 5

167. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

168. Property located at TBD Sibley Court Drive Ely MN 55731
169. (4) Is woodland leased for recreational purposes?  Yes  No
170. (5) Has a timber cruise been completed on woodland?  Yes  No
171. (6) Has timber been harvested in the past 25 years?  Yes  No
172. If "Yes," what species was harvested? \_\_\_\_\_
173. Was harvest monitored by a registered forester?  Yes  No
174. (7) Are there plans for a new road, expansion of an existing road, airport, trail, affect by railroad, or other improvement that may affect this Property?  Yes  No
175. If "Yes," please explain:  
Plans to improve road surface to City Specifications at development completion.
- 177.
- 178.
179. (8) Are there any zoning violations, nonconforming uses, or unusual restrictions on the Property that would affect future construction or remodeling?  Yes  No
- 180.
181. **D. UTILITIES:** The following questions are to be answered to the best of Seller's knowledge.
182. (1) Have any percolation tests been performed?  Yes  No
183. When? \_\_\_\_\_ By whom? \_\_\_\_\_
184. Attach copies of results, if in your possession.
185. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)
- 186.
187. Seller  DOES  DOES NOT know of a subsurface sewage treatment system on or serving the above-described real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System*.)
188.  There is an abandoned subsurface sewage treatment system on the above-described real Property. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)
- 189.
- 190.
- 191.
192. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 103I.235.) (Check appropriate box(es).)
- 193.
194.  Seller does not know of any wells on the above-described real Property.
195.  There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well*.)
- 196.
197.  This Property is in a Special Well Construction Area.
198.  There are wells serving the above-described Property that are not located on the Property.
199. (a) How many properties or residences does the shared well serve? \_\_\_\_\_
200. (b) Is there a maintenance agreement for the shared well?  Yes  No
201. If "Yes," what is the annual maintenance fee? \$ \_\_\_\_\_

MN:DS:VL-5 (8/21)

DISCLOSURE STATEMENT:  
VACANT LAND

203. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

204. Property located at TBD Sibley Court Drive Ely MN 55731

205. (4) Are any of the following presently existing within the Property:
- 206. (a) connection to public water?  Yes  No
  - 207. (b) connection to public sewer?  Yes  No
  - 208. (c) connection to private water system off-property?  Yes  No
  - 209. (d) connection to electric utility?  Yes  No
  - 210. (e) connection to pipelines (natural gas, petroleum, other)?  Yes  No
  - 211. (f) connection to communication, power, or utility lines?  Yes  No
  - 212. (g) connection to telephone?  Yes  No
  - 213. (h) connection to fiber optic?  Yes  No
  - 214. (i) connection to cable?  Yes  No

215. E. ENVIRONMENTAL CONCERNS: The following questions are to be answered to the best of Seller's knowledge.

216. (1) Are there any buried storage tanks or buried debris or waste on the Property?  Yes  No

217. If "Yes," give details:

218. \_\_\_\_\_

219. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting  
220. the Property?  Yes  No

221. If "Yes," give details:

222. \_\_\_\_\_

223. (3) Have any soil tests been performed?  Yes  No

224. When? \_\_\_\_\_ By whom? \_\_\_\_\_

225. Attach copies of results if in your possession.

226. (4) Are there any soil problems?  Yes  No

227. If "Yes," give details:  
228. Site is location of old Pioneer Mine

229. (5) Are there any dead or diseased trees?  Yes  No

230. If "Yes," give details: \_\_\_\_\_

231. (6) Are there any insect/animal/pest infestations?  Yes  No

232. If "Yes," give details:

233. \_\_\_\_\_

234. (7) Are there any animal burial pits?  Yes  No

235. If "Yes," give details: \_\_\_\_\_

236. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or  
237. chemical storage tanks, contaminated soil or water) on the land?  Yes  No

238. If "Yes," give details:

239. \_\_\_\_\_

240. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse  
241. disposal site, toxic substance storage site, junk yard, or other pollution situation?  Yes  No

242. If "Yes," give details:

243. \_\_\_\_\_

37

# DISCLOSURE STATEMENT: VACANT LAND

**245. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

246. Property located at TBD Sibley Court Drive Ely MN 55731

247. (10) Is the Property located in or near an agricultural zone?  Yes  No

248. If "Yes," the Property may be subjected to normal and accepted agricultural practices and operations  
249. including, but not limited to, noise; dust; day and nighttime operation of farm machinery; the raising and  
250. keeping of livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides  
251. and pesticides associated with normal agricultural operations.

252. (11) Are there any landfills or waste disposal sites within two (2) miles of the Property?  Yes  No  
253. If "Yes," give details:

254. \_\_\_\_\_

255. (12) Is there any government sponsored clean-up of the Property?  Yes  No

256. If "Yes," give details:

257. \_\_\_\_\_

258. (13) Are there currently, or have previously been, any orders issued on the Property by any governmental authority  
259. ordering the remediation of a public health nuisance on the Property?  Yes  No

260. If "Yes," Seller certifies that all orders  HAVE  HAVE NOT been vacated.  
\_\_\_\_\_ (Check one.)

261. (14) Other:

262. \_\_\_\_\_

263. **F. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

264. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL  
265. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends  
266. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can  
267. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

268. Every buyer of any interest in residential real property is notified that the property may present exposure to  
269. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.  
270. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading  
271. cause overall. The seller of any interest in residential real property is required to provide the buyer with any  
272. information on radon test results of the dwelling.

273. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota  
274. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and  
275. can be found at [www.health.state.mn.us/communities/environment/air/radon/radonre.html](http://www.health.state.mn.us/communities/environment/air/radon/radonre.html).

276. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts  
277. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN  
278. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by  
279. the court. Any such action must be commenced within two years after the date on which the buyer closed the  
280. purchase or transfer of the real Property.

281. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual  
282. knowledge.

283. (a) Radon test(s)  HAVE  HAVE NOT occurred on the Property.  
\_\_\_\_\_ (Check one.)

284. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most  
285. current records and reports pertaining to radon concentration within the dwelling:

286. \_\_\_\_\_

287. \_\_\_\_\_



DISCLOSURE STATEMENT:  
VACANT LAND

289. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

290. Property located at TBD Sibley Court Drive ELY MN 55731

291. (c) There  IS  IS NOT a radon mitigation system currently installed on the Property.  
-----*(Check one.)*-----

292. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system  
293. description and documentation.

294. \_\_\_\_\_

295. \_\_\_\_\_

296. **EXCEPTIONS:** See Section O for exceptions to this disclosure requirement.

297. **G. PREFERENTIAL PROPERTY TAX TREATMENT:** Is the Property subject to any preferential  
298. property tax status or any other credits affecting the Property (e.g., Exclusive Ag Covenant,  
299. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.)?  Yes  No

300. If "Yes," would these terminate upon the sale of the Property?  Yes  No

301. Explain: \_\_\_\_\_

302. **H. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
303. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
304. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

305. Seller represents that Seller  IS  IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,  
-----*(Check one.)*-----  
306. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall  
307. survive the closing of any transaction involving the Property described herein.

308. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the  
309. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In  
310. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

311. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring  
312. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal  
313. Revenue Code.

314. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility  
315. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**  
316. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**  
317. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

318. **I. METHAMPHETAMINE PRODUCTION DISCLOSURE:**  
319. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

320.  Seller is not aware of any methamphetamine production that has occurred on the Property.

321.  Seller is aware that methamphetamine production has occurred on the Property.

322. *(See Disclosure Statement: Methamphetamine Production.)*

323. **J. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
324. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
325. filed with the county recorder in each county where the zoned area is located. If you would like to determine if  
326. such zoning regulations affect the Property, you should contact the county recorder where the zoned area is  
327. located.

328. **K. CEMETERY ACT:** MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials,  
329. or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes  
330. human skeletal remains or human burial grounds is guilty of a felony.

331. Are you aware of any human remains, burials, or cemeteries located on the Property?  Yes  No

332. If "Yes," please explain: \_\_\_\_\_

333. All unidentified human remains or burials found outside of platted, recorded, or identified cemeteries and in  
334. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN  
335. Statute 307.08, Subd. 7.

39



**DISCLOSURE STATEMENT:  
VACANT LAND**

337. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

338. Property located at TBD Sibley Court Drive Ely MN 55731

339. **L. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the land is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

344. **M. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of Seller's knowledge.

346. **Notices:** Seller  HAS  **HAS NOT** received a notice regarding **any** proposed improvement project from **any** assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach and/or explain:

350. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the Property or any intended use of the Property?  Yes  No

352. If "Yes," explain:  
Property subject to City Code 20.2.41. See Attached

354. **N. MN STATUTES 513.52 THROUGH 513.60:**

355. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to
- 356. (1) real property that is not residential real property;
  - 357. (2) a gratuitous transfer;
  - 358. (3) a transfer pursuant to a court order;
  - 359. (4) a transfer to a government or governmental agency;
  - 360. (5) a transfer by foreclosure or deed in lieu of foreclosure;
  - 361. (6) a transfer to heirs or devisees of a decedent;
  - 362. (7) a transfer from a co-tenant to one or more other co-tenants;
  - 363. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
  - 364. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
  - 366. (10) a transfer of newly constructed residential property that has not been inhabited;
  - 367. (11) an option to purchase a unit in a common interest community, until exercised;
  - 368. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
  - 370. (13) a transfer to a tenant who is in possession of the residential real property; or
  - 371. (14) a transfer of special declarant rights under section 515B.3-104.

372. **MN STATUTES 144.496: RADON AWARENESS ACT**

373. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

375. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit, or abridge any obligation for seller disclosure created by any other law.

378. **No Duty to Disclose**

379. **A.** There is no duty to disclose the fact that the Property
- 380. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
  - 382. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
  - 383. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or nursing home.

40



# DISCLOSURE STATEMENT: VACANT LAND

386. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

387. Property located at TBD Sibley Court Drive Ely MN 55731

- 388. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, provides a written notice that information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency where the property is located or the Department of Corrections.
- 399.
- 400.
- 401.
- 402.
- 403. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B for property that is not residential property.
- 404.
- 405. D. **Inspections.**
- 406. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real Property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.
- 407.
- 408.
- 409.
- 410.
- 411.
- 412.
- 413. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (1) if a copy of the report is provided to Seller.
- 414.

- 415. O. **ADDITIONAL COMMENTS:**
- 416. Extension of Utilities (Sewer and Water) is planned, however not available. Electric, phone
- 417.
- 418.


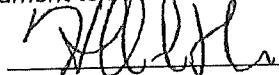
- 419. P. **SELLER'S STATEMENT:** *(To be signed at time of listing.)*
- 420. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.
- 421.
- 422.
- 423.
- 424.
- 425.
- 426.
- 427.

428. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.

429.

430. To disclose new or changed facts, please use the Amendment to Disclosure Statement form.

431.

432.  3-30-22  3-30-22  
 (Seller) (Date) (Seller) (Date)

- 433. Q. **BUYER'S ACKNOWLEDGEMENT:** *(To be signed at time of purchase agreement.)*
- 434. I/We, the Buyer(s) of the Property, acknowledge receipt of this Disclosure Statement: Vacant Land and agree that no representations regarding facts have been made other than those made above. This Disclosure Statement is not a warranty or guarantee of any kind by Seller or licensee representing or assisting any party in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.
- 435.
- 436.
- 437.

438. The information disclosed is given to the best of Seller's knowledge.

439. Thomas M Holzmer 06/06/24 \_\_\_\_\_  
 (Buyer) (Date) (Buyer) (Date)

440. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

441.



# Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive** gas that can seep into homes from the soil. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, **any home can have high levels of radon**.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

## Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

## Radon Facts

**How dangerous is radon?** Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

**Where is your greatest exposure to radon?** For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

**What is the recommended action based on my results?** If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.

## Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling".

UD

## Radon Testing

Any test lasting less than three months requires **closed-house conditions**. This means keep all windows and doors closed, except for normal entry and exit.

**Before testing:** Begin closed-house conditions at least 12 hours before the start of the radon test.

**During testing:** Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

**Where should the test be conducted?** Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

### Place the test kit:

twenty inches to six feet above the floor	in a location where it won't be disturbed
at least three feet from exterior walls	not in enclosed areas or areas of high heat or humidity
four inches away from other objects	

### How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Here are the two most common.

#### Continuous Radon Monitor

This test is completed by a licensed radon measurement professional with a calibrated CRM for a minimum of 48 hours. The data is analyzed to ensure a valid test. A report is generated by the measurement professional.

#### Simultaneous Short-Term Testing

Two short-term test kits are used at the same time, placed 4 inches apart, for a minimum of 48 hours. Test kits are sent to the lab for analysis. The lab generates a report. The two test results are averaged to get the radon level.

**All radon tests should be conducted by a licensed professional.** This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these licensed radon measurement professionals can be found at MDH's Radon web site.

## Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a nationally certified and MDH-listed radon mitigation professional.

**Radon mitigation** is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,200 to \$2,500.

**After a radon mitigation system is installed** perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

**Radon Information on the Web:**  
[www.health.state.mn.us/radon](http://www.health.state.mn.us/radon)

Last Updated 1/2019

**MDH Indoor Air Unit**  
**PO Box 64975**  
**St Paul, MN 55164-0975**  
**651-201-4601**  
**800-798-9050**  
**health.indoorair@state.mn.us**

43



Casey Velcheff <casey.velcheff@ely.mn.us>

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## Fwd: CGMC Regional Range Meetings for Cities

2 messages

Mon, Jun 3, 2024 at 11:38 AM

Harold Langowski <elyod@ely.mn.us>  
To: Casey Velcheff <casey.velcheff@ely.mn.us>

Harold R. Langowski P.E.  
Clerk-Treasurer  
City of Ely  
elyod@ely.mn.us  
Office: 218-365-3224  
Cell: 218-235-3083

----- Forwarded message -----

From: Erik A. Simonson <easimonson@flaherty-hood.com>  
Date: Mon, Jun 3, 2024 at 11:18 AM  
Subject: CGMC Regional Range Meetings for Cities  
To: Harold Langowski <elyod@ely.mn.us>  
Cc: Heidi Omerza (heidiomerza@ely.mn.us) <heidiomerza@ely.mn.us>

Hi Mayor Omerza and Harold –

I hope all is well with you!

I just wanted to follow up regarding the regional city “meetings” the CGMC is trying this year. Our thought is it might be more interesting/valuable for some of our members rather than the more traditional city visit/council presentation. These group sessions tend to be less formal with more opportunities for networking, and Q and A.

I mainly just wanted to flag for you that any or all your elected city officials are welcome to come, as well as any city staff that may be interested! And most importantly – there will be food!

Here are the registration links for the two regional range area meetings – Grand Rapids is scheduled for Thursday June 13th at 5:00, and Virginia will be July 18th at 5:00 PM.

Iron Range Regional Meeting - Grand Rapids — Coalition of Greater Minnesota Cities ([greatermncities.org](http://greatermncities.org))

Iron Range Regional Meeting - Virginia — Coalition of Greater Minnesota Cities ([greatermncities.org](http://greatermncities.org))

Have a great week!

44

203 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Telephone: 651-201-2473  
TTY: 651-297-4357



Harold Langowski, Clerk-Treasurer  
City of Ely  
209 E Chapman St  
Ely, MN 55731-1471

Dear Clerk:

The State Demographer is required by law to produce annual population and household estimates for each of Minnesota's cities and townships. Enclosed you will find a sheet containing the April 1, 2023, population and household estimates for your jurisdiction.

These estimates are being sent to you now for review and comment. It's important that our estimates are accurate, as they are used to distribute state aid to cities and townships. If you have questions about how our estimates impact a specific program, please contact the state agency responsible for that program.

The enclosed figures represent estimated population and household changes since the 2020 Census. The number of households corresponds to the number of occupied housing units. A household may be a single family, one person living alone, or any group of people who share the same living area. While we believe that our estimates are usually accurate, we realize there may be occasional problems. For this reason, we value your comments. We may not be aware of such changes as housing demolitions, the gain or loss of group quarters (like college dormitories, nursing homes, etc.), construction of public housing and the gain or loss of mobile homes.

Please note that our estimates:

- pertain to one year ago, not the present;
- have also been sent to your county auditor for review;
- are subject to change and are not considered final until they are released to the Minnesota Department of Revenue in July.

If you are satisfied with our estimates, it is not necessary to contact us or provide any further information. If you wish to challenge our estimates, please send us the appropriate data described in the enclosed challenge guide by **June 24, 2024**. Questions or comments should be directed to Eric Guthrie by email or at the address listed on the letterhead. **The best way to reach us is by e-mail at [local.estimate@state.mn.us](mailto:local.estimate@state.mn.us).** You may also try to reach us by phone at (651) 201-2473.

Thank you for taking time to review these estimates.

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan Brower', with a long horizontal flourish extending to the right.

Susan Brower  
State Demographer

Enclosures

45

**DATE:** June 1, 2024  
**TO:** Harold Langowski, Clerk-Treasurer  
City of Ely  
**FROM:** **Susan Brower**  
Minnesota State Demographer  
**SUBJECT:** 2023 Population and Household Estimates

Your April 1, 2023 population estimate is 3,249.

Your April 1, 2023 household estimate is 1,605.

If you have any questions or comments about these estimates, please contact the State Demographic Center, 203 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, phone (651) 201-2473 or send an e-mail to [local.estimated@state.mn.us](mailto:local.estimated@state.mn.us). All challenges must be submitted in writing. Please refer to the enclosed sheet for details.

46


## HOW TO CHALLENGE THE POPULATION AND HOUSEHOLD ESTIMATES FROM THE STATE DEMOGRAPHER

The legal responsibilities of the State Demographer with respect to local population estimates dictate that we be able to defend any revisions to the estimates. Consequently, we need documentation for our files. Cited below are types of information we will accept with a challenge to our estimates. You may select whichever approach is most appropriate for your situation. However, the more information you can provide the better. No challenges will be accepted after June 24.

1. You may send us the number of active residential utility accounts in April 2022 and April 2023. We would prefer electrical accounts, but water and sewer accounts are acceptable. Please summarize your data. We don't need a list of all utility customers. Summary data for intervening years are helpful. Utility data are much more useful when provided together with building permit data (see #2 below).
2. Another approach is to provide the number of housing units added and lost by calendar year for the years beginning with 2020. Building and demolition permits are a good source of such information. Be sure to include mobile homes and apartments, and indicate whether any of the apartments were for the elderly. Please try to be as specific as possible about the type of unit involved (single-family, apartment, mobile home, etc.).
3. An actual count of persons or households may be accepted, but places with more than 100 people must contact the State Demographer before proceeding with a count. The count you submit should be for 2024. We will interpolate a number for 2023. You must provide the following information:
  - a. List the house number and street name of each housing unit in your city or township. If there is more than one unit at an address, please list each unit and provide an apartment number.
  - b. Indicate whether the unit is occupied or vacant. If the unit is occupied, indicate the number of residents. Only year-round residents should be counted. Young people away at college or in the military, elderly persons who have moved to a nursing home in another town and seasonal (summer) residents should not be counted.
  - c. Group quarters such as nursing homes, dormitories, jails and group homes should not be counted as housing units. Give us the name and address of the facility and the number of residents.
  - d. After you have listed each housing unit, you must summarize your data and give us the total number of residents, the total number of vacant units and the total number of occupied units.
  - e. Please indicate when the count was completed.

Any additional information you can provide about your community will be appreciated. Changes in vacancy rates, the conversion of summer homes to year-round use, and changes in employment opportunities are the types of things we like to hear about when we are evaluating an estimate. One final request--when you write to us, please provide your mailing address and a telephone number or e-mail address where you can be reached during the day.

Thank you.





**City of Ely  
Bills List for Council Meeting on  
6/18/2024**

<b>May/June Gen Gov Bills List</b>	<b>54,882.30</b>
<b>May/June Enterprise Bills List</b>	<b>1,666.46</b>
	<b><u>\$ 56,548.76</u></b>

*CS*

Check Issue Date	Check Number	Payee	Amount	Description
06/05/2024	69110	SUPERIOR FUEL COMPANY	102.70	MOTOR FUELS
06/05/2024	69112	ZITO MEDIA	165.19	COMPUTERS
06/05/2024	69138	NORTH CENTRAL LABORATORIES	86.30	CHEM/CHEM PRODUCTS
06/05/2024	69145	SHORT ELLIOTT HENDRICKSON, IN	10,650.00	ATV TRAIL
06/05/2024	69148	ST. LOUIS MRO, INC	10.00	DRUG TEST FORMS
06/05/2024	69149	TACONITE TIRE SERVICE	1,878.40	VECH. MAIN
06/05/2024	69150	TOONSTRA PSYCHOLOGICAL SERVI	350.00	PRO. SERVICES
06/05/2024	69151	UTILITY SYSTEMS OF AMERICA INC	18,252.11	
06/05/2024	69152	VOLTZ TECHNOLOGIES	257.98	OPERATING SUPPLY
06/05/2024	69153	J&A ENTERPRISES	10,262.85	
06/05/2024	69154	EMPIRE INVESTIGATION & PROTEC	2,697.50	PRO. SERVICES
06/07/2024	69156	WHITE CAP	919.98	
06/10/2024	69157	WELLS FARGO BANK	2,925.23	CREDIT CARD
06/10/2024	69158	AT&T MOBILITY	1,176.35	TELEPHONES
06/10/2024	69159	WELLS FARGO BANK	3,705.36	CREDIT CARD
06/12/2024	69160	BECKLIN & WHITNEY	3,108.81	BUILDING OFFICIAL
Grand Totals:			<u>56,548.76</u>	

49

Name	Invoice	Total Cost	Description
<b>269 J&amp;A ENTERPRISES</b>			
J&A ENTERPRISES	05/2024	3,900.00	
J&A ENTERPRISES	05/2024	2,096.00	
J&A ENTERPRISES	05/2024	4,266.85	
Total 269 J&A ENTERPRISES:		10,262.85	
<b>430 NORTH CENTRAL LABORATORIES</b>			
NORTH CENTRAL LABORATORIES	503848	86.30	CHEM/CHEM PRODUCTS
Total 430 NORTH CENTRAL LABORATORIES:		86.30	
<b>587 TACONITE TIRE SERVICE</b>			
TACONITE TIRE SERVICE	1045249	1,878.40	VECH. MAIN
Total 587 TACONITE TIRE SERVICE:		1,878.40	
<b>641 VOLTZ TECHNOLOGIES</b>			
VOLTZ TECHNOLOGIES	29838	229.99	COMPUTERS
VOLTZ TECHNOLOGIES	29852	27.99	OPERATING SUPPLY
Total 641 VOLTZ TECHNOLOGIES:		257.98	
<b>650 WELLS FARGO BANK</b>			
WELLS FARGO BANK	2272 05/202	19.99	CREDIT CARD
WELLS FARGO BANK	2272 05/202	11.99	CREDIT CARD
WELLS FARGO BANK	2272 05/202	72.32	CREDIT CARD
WELLS FARGO BANK	2272 05/202	21.48	CREDIT CARD
WELLS FARGO BANK	2272 05/202	59.00	CREDIT CARD
WELLS FARGO BANK	2272 05/202	240.00	CREDIT CARD
WELLS FARGO BANK	2272 05/202	34.95	CREDIT CARD
WELLS FARGO BANK	2272 05/202	139.53	CREDIT CARD
WELLS FARGO BANK	2272 05/202	246.54	CREDIT CARD
WELLS FARGO BANK	2272 05/202	64.41	CREDIT CARD
WELLS FARGO BANK	2272 05/202	907.22	CREDIT CARD
WELLS FARGO BANK	2272 05/202	19.99	CREDIT CARD
WELLS FARGO BANK	2272 05/202	1,406.85	CREDIT CARD
WELLS FARGO BANK	1774 05/202	606.20	CREDIT CARD
WELLS FARGO BANK	1774 05/202	119.95	CREDIT CARD
WELLS FARGO BANK	1774 05/202	2,816.70	CREDIT CARD
WELLS FARGO BANK	1774 05/202	169.28	CREDIT CARD
WELLS FARGO BANK	1774 05/202	6.77	CREDIT CARD
Total 650 WELLS FARGO BANK:		6,630.59	
<b>699 UTILITY SYSTEMS OF AMERICA INC</b>			
UTILITY SYSTEMS OF AMERICA INC	19-567 #6	18,252.11	
Total 699 UTILITY SYSTEMS OF AMERICA INC:		18,252.11	
<b>923 TOONSTRA PSYCHOLOGICAL SERVICES</b>			
TOONSTRA PSYCHOLOGICAL SERVICES	05/19/2024	350.00	PRO. SERVICES
Total 923 TOONSTRA PSYCHOLOGICAL SERVICES:		350.00	
<b>945 AT&amp;T MOBILITY</b>			
AT&T MOBILITY	4550 05/202	60.92	TELEPHONES
AT&T MOBILITY	4550 05/202	46.22	TELEPHONES

SU

Name	Invoice	Total Cost	Description
AT&T MOBILITY	4550 05/202	427.66	TELEPHONES
AT&T MOBILITY	4550 05/202	78.33	TELEPHONES
AT&T MOBILITY	4550 05/202	7.23	TELEPHONES
AT&T MOBILITY	4550 05/202	116.66	TELEPHONES
AT&T MOBILITY	4550 05/202	237.84	TELEPHONES
AT&T MOBILITY	4550 05/202	201.49	TELEPHONES
Total 945 AT&T MOBILITY:		<u>1,176.35</u>	
<b>999 BECKLIN &amp; WHITNEY</b>			
BECKLIN & WHITNEY	PR-12-2024	3,108.81	BUILDING OFFICIAL
Total 999 BECKLIN & WHITNEY:		<u>3,108.81</u>	
<b>1331 SHORT ELLIOTT HENDRICKSON, INC</b>			
SHORT ELLIOTT HENDRICKSON, INC	466533	10,650.00	ATV TRAIL
Total 1331 SHORT ELLIOTT HENDRICKSON, INC:		<u>10,650.00</u>	
<b>1371 ZITO MEDIA</b>			
ZITO MEDIA	674 06/2024	165.19	COMPUTERS
Total 1371 ZITO MEDIA:		<u>165.19</u>	
<b>1376 SUPERIOR FUEL COMPANY</b>			
SUPERIOR FUEL COMPANY	2587763	45.12	MOTOR FUELS
SUPERIOR FUEL COMPANY	2587763	6.65	MOTOR FUELS
SUPERIOR FUEL COMPANY	2587901	44.34	MOTOR FUELS
SUPERIOR FUEL COMPANY	2587901	6.59	MOTOR FUELS
Total 1376 SUPERIOR FUEL COMPANY:		<u>102.70</u>	
<b>1463 ST. LOUIS MRO, INC</b>			
ST. LOUIS MRO, INC	61725	2.50	DRUG TEST FORMS
ST. LOUIS MRO, INC	61725	2.50	DRUG TEST FORMS
ST. LOUIS MRO, INC	61725	2.50	DRUG TEST FORMS
ST. LOUIS MRO, INC	61725	2.50	DRUG TEST FORMS
Total 1463 ST. LOUIS MRO, INC:		<u>10.00</u>	
<b>1661 EMPIRE INVESTIGATION &amp; PROTECTIVE SERVIC</b>			
EMPIRE INVESTIGATION & PROTECTIVE SERVIC	1041	1,365.00	PRO. SERVICES
EMPIRE INVESTIGATION & PROTECTIVE SERVIC	1083	1,332.50	PRO. SERVICES
Total 1661 EMPIRE INVESTIGATION & PROTECTIVE SERVIC:		<u>2,697.50</u>	
<b>1698 WHITE CAP</b>			
WHITE CAP	59795008	919.98	
Total 1698 WHITE CAP:		<u>919.98</u>	
Grand Totals:		<u><u>56,548.76</u></u>	

Report GL Period Summary

Vendor number hash:

0

51

Vendor number hash - split: 0  
Total number of invoices: 0  
Total number of transactions: 0

52

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# Invoice

Invoice Number: **467704**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



**BILL TO:**

Harold Langowski  
City of Ely  
209 E Chapman St  
Ely MN 55731

**REMIT PAYMENT TO:**

Short Elliott Hendrickson, Inc.  
PO Box 64780  
Saint Paul, MN 55164-0780

<b>Pay This Amount</b>	<b>\$557.70</b>
Due Date	10-JUL-24
Invoice Date	10-JUN-24
Bill Through Date	31-MAY-24
Terms	30 NET
SEH Customer Acct #	3100
Customer Project #	
Agreement / PO #	163379
Authorized Amount	\$142,000.00
Authorized Amount Remaining	\$3,159.54
Project Manager	Natalie White nwhite@sehinc.com 218.279.3000
Client Service Manager	Jason Chopp jchopp@sehinc.com 218.741.4284
Accounting Representative	Tori Babb vbabb@sehinc.com 651.490.2000

Project # 163379	Project Name ELYMN Prospector ATV EAW	Project Description Prospector ATV EAW
---------------------	--	---

**Notes:**

**CC:**

elyod@ely.mn.us  
acctclerk@ely.mn.us

**Task: 2.0 - Duluth Archaeology**

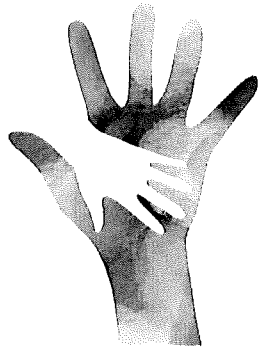
**Fee**

Description	Amount
(51.39169% of \$6,500.00) less previously billed of \$2,782.76	\$557.70
	<b>\$557.70</b>

**Task: 2.0 Total: \$557.70**

**Invoice total \$557.70**





# Ely Community Resource

111 S. 4<sup>th</sup> Avenue E. • Ely, Minnesota 55731 • 218-365-5254 [www.elycommunityresource.org](http://www.elycommunityresource.org)

July 1, 2024

Harold Langowski  
Clerk Treasurer  
209 E. Chapman St.  
Ely, MN 55731

Dear Harold,

Please consider this correspondence a request for the <sup>3rd</sup> first quarter payment of **\$5,125** for services provided by Ely Community Resource for the youth of the Ely community for the period of **July 1 through September 30, 2024.**

Thank you for your on-going assistance with needed funding for ECR youth program activities as well as continuous improvements in parks and facilities that so positively impact growing up in Ely. Ely's youth benefit from your attention!

Please let me know if you have any questions.

Sincerely,

*Julie Signell*

54

**AMENDED AND RESTATED JOINT POWERS AGREEMENT**  
**Ely Area Lodging Tax Board**

**THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (THIS "AGREEMENT"),  
EFFECTIVE AS OF THE LATEST DATE SHOWN ON THE SIGNATURE PAGES BELOW, IS BEING  
ENTERED INTO AMONG:**

- A. the Town of Fall Lake, Lake County, a political subdivision organized and existing under the laws of the State of Minnesota ("Fall Lake");
- B. the Town of Stony River, Lake County, a political subdivision organized and existing under the laws of the State of Minnesota ("Stony River");
- C. St. Louis County, Minnesota, a body politic and corporate organized and existing under the laws of the State of Minnesota ("St. Louis");
- D. the City of Ely, St. Louis County, a political subdivision organized and existing under the laws of the State of Minnesota ("Ely"); and
- E. the Town of Morse, St. Louis County, a political subdivision organized and existing under the laws of the State of Minnesota ("Morse").

Fall Lake, St. Louis, Ely, and Morse are collectively referred to herein as the "Parties." Fall Lake, Ely, and Morse are collectively referred to herein as the "Towns and City."

WHEREAS, in 1990, the Parties and Stony River entered into a joint powers agreement pursuant to Minnesota Statutes § 471.59 for the purpose of imposing a local lodging tax and disposing of its proceeds pursuant to Minnesota Statutes § 469.190 (the "1990 JPA").

WHEREAS, the 1990 JPA has been extended from time to time.

WHEREAS, all references to the 1990 JPA means the 1990 JPA as extended from time to time.

WHEREAS, Stony River desires to terminate its involvement in the 1990 JPA.

WHEREAS, the Parties desire to amend and restate in its entirety the 1990 JPA, including the termination of Stony River's involvement under the 1990 JPA.

WHEREAS, the Parties desire to continue to jointly exercise their powers for the purpose of imposing a local lodging tax in the Towns and City and certain unorganized territories in St. Louis and disposing of its proceeds pursuant to Minnesota Statutes § 469.190.

WHEREAS, Minnesota Statutes § 469.190 allows the Towns and City to impose a local lodging tax to be used to fund a local convention or tourism bureau for the purpose of marketing and promoting the city or town as a tourist or convention center.





WHEREAS, Minnesota Statutes § 469.190 also allows a county board, acting as a town board with respect to unorganized territories, to impose a lodging tax within unorganized territories if the county board determines by resolution that the imposition of a lodging tax is in the public interest.

WHEREAS, by Resolution No. 311 adopted on May 8, 1990, the St. Louis County Board of Commissioners (the "County Board"), acting as a town board, imposed a local lodging tax as authorized by Minnesota Statutes § 469.190 in the following unorganized territories: 61-13, 64-12, 64-13, 65-12, and 65-13.

WHEREAS, by Resolution No. 22-597 adopted on November 15, 2022, the County Board, acting as a town board, imposed a local lodging tax as authorized by Minnesota Statutes § 469.190 in the following unorganized territories: 61-12, 61-14, 63-14, 64-14, 65-14, 66-12, 66-13, 66-14, 67-13, 67-14, and 68-14.

WHEREAS, the unorganized territories described in the two preceding clauses shall be the unorganized territories that are subject to the provisions of this Agreement. This Agreement shall not be applicable to any unorganized territory that is not described in the two preceding clauses.

NOW, THEREFORE, pursuant to Minnesota Statutes §§ 469.190 and 471.59, the Parties agree as follows:

1. Stony River terminates its involvement in the 1990 JPA and this Agreement effective on the date of this Agreement and such termination is hereby accepted by the Parties.
2. This Agreement is being entered into pursuant to Minnesota Statutes §§ 469.190 and 471.59.
3. This Agreement amends and restates in its entirety the 1990 JPA to reflect the present needs of the Parties.
4. The Parties are entering into this Agreement for the purpose of imposing a local lodging tax and disposing of its proceeds pursuant to Minnesota Statutes § 461.190. The powers to be exercised pursuant to this Agreement shall be exercised by a joint board named the Ely Area Lodging Tax Board.
5. The City and Towns will provide certified copies of its ordinances or other official actions ("Lodging Tax Ordinances") creating and imposing a lodging tax within its jurisdiction to the Ely Area Lodging Tax Board.
6. All lodging tax receipts related to the Lodging Tax Ordinances shall be remitted to the Ely Area Lodging Tax Board.

7. The lodging tax receipts collection and disbursements process and procedures are shown on the Ely Area Lodging Tax Flow Chart attached hereto as Exhibit A and will followed by the Ely Area Lodging Tax Board.

8. All lodging tax receipts received by the Ely Area Lodging Tax Board shall be administered by the Ely Area Lodging Tax Board in accordance with the terms of this Agreement and shall be used in accordance with Minnesota Statutes § 469.190, subd. 3.

9. The Ely Area Lodging Tax Board is responsible for strict accounting of all lodging tax receipts and disbursements and a report thereof shall be presented to all of the Parties on an annual basis. The records of the Ely Area Lodging Tax Board shall be subject to an annual audit and the audit will be provided to the Parties.

10. The Ely Area Lodging Tax Board shall be subject to the provisions of Chapter 13 of the Minnesota Statutes (“Minnesota Government Data Practices Act”), Chapter 13D of the Minnesota Statutes (“Open Meeting Law”), Minnesota Statutes § 471.345 et seq. (“Municipal Contracting Law”) and all other laws applicable to the Ely Area Lodging Tax Board by operation of Minnesota Statutes § 471.59.

11. To the fullest extent permitted by applicable law, including, without limitation, Minnesota Statutes § 471.59, subd. 1a(a), no party to this Agreement shall be liable for the acts or omissions of any other party to this Agreement.

12. As provided in Minnesota Statutes § 471.59, subd. 1a(b), for purposes of determining total liability for damages, the Parties and the Ely Area Lodging Tax Board shall be considered a single governmental unit, and the total liability of the Parties and the Ely Area Lodging Tax Board shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes § 466.04, subd. 1.

13. **Bylaws of Ely Area Lodging Tax Board.**

13.1. **Name.** The name of the joint powers board created by this Agreement shall be Ely Area Lodging Tax Board.

13.2. **Offices.** The office of the Ely Area Lodging Tax Board shall be determined by the Board of Directors.

13.3. **Purpose.** The Ely Area Lodging Tax Board is organized exclusively for the collection and administration of local lodging tax. The Ely Area Lodging Tax Board is responsible for overseeing the services and disposition of area’s tourism marketing efforts. No part of the net earnings of the Ely Area Lodging Tax Board shall inure to the benefit of any officer of the Ely Area Lodging Tax Board, or any private individual, except that reasonable compensation may be paid for services rendered to or for the Ely Area Lodging Tax Board related to one or more of its purposes, and no officer of the Ely Area Lodging Tax Board, or any private individual shall be entitled to share in the distribution of any of

the Ely Area Lodging Tax Board assets on dissolution of the Ely Area Lodging Tax Board. No substantial part of the activities of the Ely Area Lodging Tax Board shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Ely Area Lodging Tax Board shall not participate in or intervene in, including the publication and/or distribution of statements, any political campaign on behalf of any candidate for public office. Upon the dissolution of the Ely Area Lodging Tax Board and the winding up of its affairs, the assets of the Ely Area Lodging Tax Board shall be distributed pro rata to the Parties according to their relative lodging tax contributions.

13.4. **Conduct of Business.** The business and affairs of the Ely Area Lodging Tax Board shall be managed by or shall be under the direction of the board of directors ("Board of Directors").

13.5. **Appointment of Directors.** The Board of Directors shall be comprised of five (5) members. Each Party shall appoint a director who shall hold office until a successor shall have been appointed by the Party who appointed the Director and shall qualify, or until he or she shall resign, die or shall have been removed as hereinafter provided.

13.6. **Board Meetings Place and Notice.** Meetings of the board of directors will be held no less than three (3) times a year. The date of the annual meeting shall be set by the Board of Directors who shall also set the time and place. An official board meeting requires that each board member have written notice at least three (3) days in advance. Notice of board meetings may be done electronically. In addition, notice of all meetings and the conduct of all meetings shall be given and done in accordance with the Minnesota Open Meeting Law.

13.7. **Form of Notice of Meeting.**

13.7.1. Any director may call a board meeting by giving at least three (3) days' notice to all directors of the date, time and place of the meeting. The notice need not state the purpose of the meeting.

13.7.2. Any notice to a Director by a form of electronic communication consented to by the Director to whom the notice is given is effective when given. The notice is deemed given if by:

13.7.2.1. facsimile communication, when directed to a telephone number at which the Director has consented to receive notice;

13.7.2.2. electronic mail, when directed to an electronic mail address at which the Director has consented to receive notice; and

13.7.2.3. any other form of electronic communication by which the Director has consented to receive notice, when directed to the Director.

13.7.2.4. Consent by a Director to notice given by electronic communication may be given in writing or by authenticated electronic communication. Any consent so given may be relied upon until revoked by the Director, provided that no revocation affects the validity of any notice given before receipt of revocation of the consent.

13.8. **Waiver of Notice.** A Director may waive notice of a meeting of the Board of Directors. A waiver of notice by a Director is effective, whether given before, at, or after the meeting and whether given in writing, orally or by attendance.

13.9. **Quorum.** Subject to the Minnesota Open Meeting Law, at all meetings of the Board of Directors, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the unanimous vote of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

13.10. **Vacancies.** Vacancies on the Board of Directors resulting from the death, resignation or removal of a Director shall be filled by the Party who appointed the Director.

13.11. **Removal.** The Board of Directors may not remove a Director. The Party who appointed the Director may remove the Director.

13.12. **Indemnification of Directors and Officers.** Any person (including any present or future Director or officer, or the heirs or legal representatives of any such Director or officers) made or threatened to be made, a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she, his/her testator or interstate, is or was a Director or officer of the Ely Area Lodging Tax Board or serves or served any other Ely Area Lodging Tax Board in any capacity at the request of this Ely Area Lodging Tax Board, shall be indemnified by the Ely Area Lodging Tax Board, and the Ely Area Lodging Tax Board may advance his/her related expenses, in the manner and to the full extent as provided and as otherwise permitted by law; provided, however, that this provision does not cover any independent contractor of the Ely Area Lodging Tax Board.

13.13. **Committees.** The Board may from time to time establish such standing or Ad Hoc committees as it shall determine necessary. Members of such committees shall be appointed by the President of the Ely Area Lodging Tax Board. The committees shall, from their members, elect a chairperson and establish the rules and procedures that such committee will follow in carrying out its purpose.

13.14. **Contracts.** The Ely Area Lodging Tax Board is authorized to enter into contracts and transactions, but shall not enter into any contract or transaction that violates Minnesota Statutes § 471.87 or any contract or transaction with (a) one or more directors (b) one of the Parties, or (c) an organization in or of which a director is a director, officer, or legal representative of has a material financial interest; unless the material facts as to the contract or transaction and as to the director's interest is fully disclosed or known to the board of directors, and the board of directors authorizes, approves, or ratifies the contract or transaction in good faith by the affirmative vote of a majority, constituting no less than four (4) members, of the directors (without counting the interested director), at a meeting at which there is a quorum without counting the interested director. The Board of Directors may establish further conflict of interest policies and procedures.

13.15. **Officers.**

13.15.1. **Election of Officers.** The Board of Directors shall, from time to time, elect a President/Chief Executive Officer and a Treasurer/Chief Financial Officer. The Board of Directors may, but shall not be required to, elect a Secretary and one (1) or more Vice Presidents, as they may determine, one of whom may be designated as an Executive Vice President. In addition, the Board of Directors may elect such other officers and agents as it may determine necessary, including Assistant Secretaries and Assistant Treasurers. Such officers shall exercise such powers and perform such duties as are determined from time to time by the Board of Directors. Any number of officers or functions of those officers may be held or exercised by the same person.

13.15.2. **Term of Office.** The officers of the Ely Area Lodging Tax Board shall hold office for such terms as shall be determined from time to time by the Board of Directors or until their successors are chosen and qualify in their stead.

13.15.3. **Salaries.** The officers of the Ely Area Lodging Tax Board shall serve without pay.

13.15.4. **Presidents.** The President shall be the chief executive officer of the Ely Area Lodging Tax Board and shall have the general direction of the affairs of the Ely Area Lodging Tax Board. He/she shall preside at all meetings of the Board of Directors. He/she shall direct general active management of the business of the Ely Area Lodging Tax Board and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/she shall perform duties properly required of him/her by the Board of Directors and such other duties as are incident to his/her office or imposed by statute which have not otherwise been lawfully delegated to other officers of this Ely Area Lodging Tax Board. The President/Chief Executive Officer must be a member of the Board of Directors.

13.15.5. **Vice Presidents.** The Vice President shall perform the duties and exercise the powers of the President/Chief Executive Officer in his/her



absence or incapacity. The Vice Presidents shall perform such duties, as the Board of Directors shall from time to time prescribe. The Vice President must be a member of the Board of Directors.

13.15.6. **Secretaries.** The Secretary shall attend all meetings of the Board of Directors and record all votes and minutes of all proceedings in a book kept for that purpose and shall perform like duties for the standing committees when required. The Secretary must be a member of the Board of Directors.

13.15.7. **Treasurer.** The Treasurer/Chief Financial Officer shall cause the Ely Area Lodging Tax Board funds and securities to be kept safe and secure and cause to be kept, full and accurate account of receipts and disbursements in books belonging to the Ely Area Lodging Tax Board. The Treasurer must be a member of the Board of Directors

13.16. **Miscellaneous.**

13.16.1. **Checks and Documents.** All checks or demands for money and notes of the Ely Area Lodging Tax Board and all other instruments, documents or deeds of every kind, nature and description required to be executed in the name and in behalf of the Ely Area Lodging Tax Board shall be signed by such of the officers or agents of the Ely Area Lodging Tax Board as the Board of Directors may from time to time by resolution designate and determine.

13.16.2. **Amendment to Agreement.** This Agreement may be amended or altered only by the approving vote of all of the Parties. Additional towns or cities may be added as parties to this Agreement by an amendment to this Agreement.

13.16.3. **Gender.** Where appropriate, the masculine includes the feminine; the singular includes the plural and vice versa.

14. This Agreement may be terminated by any Party hereto upon one hundred twenty (120) days written notice to the other Parties.

15. For purposes of this Agreement, written notices shall be sent to the St. Louis County Auditor, 100 N. 5th Ave. W. Room 214, Duluth, Minnesota 55802; Ely City Clerk, 209 E Chapman St, Ely, MN 55731; Town of Fall Lake, P.O. Box 599, Ely, Minnesota 55731; Morse Township, P.O. Box 660, Ely, Minnesota 55731; and Lake County, Minnesota, 601 3rd Ave, Two Harbors, Minnesota 55616.

16. This Agreement may be executed in counterparts, each of which will be an original, but which together will constitute one and the same instrument.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, St. Louis County has caused this Agreement to be signed by its officers thereunto duly authorized.

**St. Louis County, Minnesota**

---

Patrick Boyle  
Chair of the St. Louis County Board of  
Commissioners

Dated: \_\_\_\_\_

---

Nancy Nilsen  
St. Louis County Auditor

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
EXECUTION:

---

Nick D. Campanario  
Assistant County Attorney

Dated: \_\_\_\_\_

No. 2023-0243

**(SIGNATURES CONTINUE ON NEXT PAGE)**

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IN WITNESS WHEREOF, City of Ely has caused this Agreement to be signed by its officers thereunto duly authorized.

**City of Ely**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Clerk

Dated: \_\_\_\_\_

**(SIGNATURES CONTINUE ON NEXT PAGE)**

WB



IN WITNESS WHEREOF, Town of Fall Lake has caused this Agreement to be signed by its officers thereunto duly authorized.

**Town of Fall Lake**

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its Clerk

Dated: \_\_\_\_\_

**(SIGNATURES CONTINUE ON NEXT PAGE)**

64

IN WITNESS WHEREOF, Town of Morse has caused this Agreement to be signed by its officers thereunto duly authorized.

**Town of Morse**

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its Clerk

Dated: \_\_\_\_\_

(SIGNATURES CONTINUE ON NEXT PAGE)



IN WITNESS WHEREOF, Town of Stony River has caused this Agreement to be signed by its officers thereunto duly authorized. The Town of Stony River is executing this Agreement to confirm the termination of its involvement in the Joint Powers Board created by the 1990 JPA as amended and re-stated by the attached and foregoing Agreement.

**Town of Stony River**

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its Clerk

Dated: \_\_\_\_\_

**(END OF SIGNATURES)**

WLO





June 7, 2024

To the Members of the Ely City Council:

In conjunction with the city of Ely, Young Life is again pleased this year to host the activities in Whiteside Park for the 4th of July. With the city's help, we are planning to have picnic food in the pavilion and activities for kids, adults, and families such as we have in previous years.

As in the past, we are requesting assistance for city in-kind services from the public works and electrical departments. We greatly appreciate your support. We would be happy to meet prior to the event to discuss details.

We are looking forward to a great City 4th!

Thank you,

AmberBeth VanNingen, Ely Young Life Committee Chair  
and the Ely Young Life Committee

**Needs from City of Ely**

13 tables in the pavilion by 7:15 a.m.

Electrical power

At least 10 extension cords (with multiple receivers) delivered to pavillion

4 booths

Water hose

Caution tape

Sawdust pile

Safety cones

Water for dunk tank

Ladder in pavilion

Advertising help - ad in papers, posters, information to Chamber and resorts

**Ely Young Life**  
P.O. Box 645  
Ely, MN 55731  
218-235-7190  
ely.younglife.org

Area Director  
Emmett Penke  
[ylemmett@gmail.com](mailto:ylemmett@gmail.com)  
Kris Bercher  
Office Administrator

[vlkrisbercher@gmail.com](mailto:vlkrisbercher@gmail.com)

June 5, 2024

City Of Ely  
209 East Chapman Street  
Ely, MN 55731

To Whom It May Concern,

Andy & Paula Hill are asking permission for the city to consider our participation in the removal of the Balsam Trees on the adjacent 2 Out lots B from their property. Balsam trees have become a fire hazard due to disease that has killed many of them. The Firewise Program working in our area has encouraged homeowner cooperation for the removal of these trees to lower their fire danger risk. The recent work by the city to develop a parking lot and trail on Out-lot B, Spaulding Addition removed a lot of dead and dying trees. As homeowners we would like to enhance the cities good work by offering to cover the expense of the removal of the rest of the balsam trees. We are concerned about the fire danger they present to our neighborhood.

We would encourage the city officials who would be considering this matter to make a 10 minute walk-through these lots, which would clearly demonstrate that they need help. Thank you for considering our proposal.

Sincerely,



Andy & Paula Hill  
2111 Sibley Drive  
Ely, Mn 55731

109