

**Agenda**  
**Regular City of Hoyt Lakes Council Meeting**  
**City Hall Council Chambers**

Monday, April 8, 2024

5:30 pm

**1. ROLL CALL**

Mayor Zins, Councilors Kramar, Grams, Beauregard, Scott

**2. PLEDGE OF ALLEGIANCE**

**3. CONSENT AGENDA**

\*Consent Agenda: asterisked items are routine, non-controversial, and/or have been discussed at a previous Council meeting. These items will be approved in one motion unless discussion is requested in which case the item will be considered in its normal sequence on the agenda.

**4. APPROVAL OF CITY COUNCIL MINUTES \***

4.1 Regular City Council Meeting – March 25, 2024.

**5. CORRESPONDENCE \***

5.1 None

**6. FINANCIALS –\***

**7. GUESTS/CITIZEN FORUM**

**8. REPORTS FROM STAFF**

City Administrator Lammi  
Recreation Director West  
Library Director Sowers  
Public Works Director Snetsinger  
Public Utilities Director Berndt  
EMS Director Olmstead  
ERPD Chief Soular  
Fire Chief House  
Mesabi East Youth Sports Coordinator Mark Goerd  
City Attorney Brunfelt

**9. REPORTS FROM ELECTED OFFICIALS**

Councilor Kramar  
Councilor Grams  
Councilor Beauregard  
Councilor Scott

Mayor Zins

**10. OLD BUSINESS**

10.1 None

**11. NEW BUSINESS**

- 11.1 Hoyt Lakes Wellness Center memorandum regarding Minnesota State Statute 326B.108.
- 11.2 Ranger ATV and Snowmobile Club invoice to the Minnesota Board of Soil and Water in the amount of \$86.43 for the Moose Seven Beavers Trail.
- 11.3 Ranger ATV and Snowmobile Club invoice to the Mississippi and Superior Wetland Mitigation Banks in the amount of \$5741.80 for the Moose Seven Beavers Trail.
- 11.4 Ranger ATV and Snowmobile Club invoice to SEH in the amount of \$3088.32 for the Moose Seven Beavers Trail.
- 11.5 Ranger ATV and Snowmobile Club invoice to SEH in the amount of \$262.50 for the Moose Seven Beavers Trail.
- 11.6 Mayor's Proclamation regarding Sexual Assault Awareness Month.
- 11.7 Letter of Support regarding the East Range Joint Power's Board application to the Department of Iron Range Resources and Rehabilitation Development Partnership grant program.
- 11.8 Letter regarding CSAH 100 corridor study to St. Louis County.
- 11.9 City of Hoyt Lakes Hiring Policy.
- 11.10 Resolution 2024-003 to apply for the Minnesota Power Foundation Grant.
- 11.11 EMS request regarding 2025 Horton Emergency Vehicle remount.
- 11.12 Recommendation to hire casual part-time EMT.
- 11.13 Resolution 2024-004 accepting donation from the Hoyt Lakes Chamber of Commerce.
- 11.14 Summer seasonal employees hiring.

**12. ADJOURNMENT**

Next Council Meetings:

Thursday, April 18, 2024 at 5:00 pm – Local Board of Appeal and Equalization  
Monday, April 22, 2024 at 5:30 pm – Regular Meeting

**Minutes**  
**Regular Meeting of the Hoyt Lakes City Council**  
**Hoyt Lakes City Hall Council Chambers**  
**Monday, March 25, 2024**  
**5:30 p.m.**

PRESENT: Mayor Zins; Councilors Kramar, Grams, Beauregard, Scott

ABSENT: None

AISO PRESENT: City Administrator Becky Lammi, City Attorney Mitch Brunfelt

Meeting was called to order by Mayor Zins at 5:30 p.m.

APPROVAL OF CONSENT AGENDA

**Moved by Grams supported by Beauregard to approve the following consent agenda items:**

APPROVAL OF MINUTES-

- 4.1 Regular City Council Meeting – March 11, 2024.

CORRESPONDENCE –

- 5.1 East Range Public Safety Board Meeting Minutes – February 2024.
- 5.2 Hoyt Lakes Public Library Meeting Minutes – February 2024.
- 5.3 Hoyt Lakes Fire Department – Annual Service Credit Certification.

APPROVAL FOR PAYMENT – CLAIMS

- 6.1 Disbursements - \$146,095.69
- 6.2 Payroll - \$76,058.14
  - 6.2.1 Payroll - \$66,150.87
  - 6.2.2 Benefits - \$9,907.27
  - 6.2.3 Insurance - \$885.90

**Motion carried unanimously.**

APPEARANCES/PUBLIC FORUM

None.

REPORTS FROM STAFF

City Administrator Lammi met with Land & Minerals and Community Development with St. Louis County regarding the former Boase School property. They do not have any funds to assist with removal. The City may be able to apply for DIRRR grants, but would have to have the 50% matching dollars; DIRRR also has a development plan requirement. Watercraft inspections will be taking place at Whitewater from fishing opener through October.

REPORTS FROM ELECTED OFFICIALS

Councilor Beauregard discussed the work going on in the industrial park by Aurora trail and advised the trails is closed and you should stay out of the area. The Bird Lake Ski trail is also closed.

Mayor Zins will make some calls regarding the Boase school. He stated the DIRRR previously required a full development plan. City Attorney Brunfelt said the City of Eveleth went through a similar situation with the Holiday Inn property. It was a long process to get it torn down.

OLD BUSINESS

None.

NEW BUSINESS

**Moved by Kramar supported by Scott to approve Resolution 2024-002 donation from Hoyt Lakes Chamber of Commerce. Motion carried unanimously.**

**Moved by Beauregard supported by Kramar to approve Proposal for Services for underground storage tank removal at the Hoyt Lakes Arena. Motion carried unanimously.**

**Moved by Scott supported by Beauregard to approve 2024 liquor license application, approval pending receipt of all documents, to Daniel Darbo. Motion carried unanimously.**

ADJOURNMENT

**Moved by Kramar supported by Grams to adjourn the meeting. Motion carried unanimously.**

Meeting adjourned at 5:44 p.m.

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David Zins, Mayor

ATTEST:

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Becky Lammi, City Administrator

11.1

**Supplemental Information**  
**Regular City of Hoyt Lakes Council Meeting**  
**04/08/2024**

**11.1 Hoyt Lakes Wellness Center memorandum regarding Minnesota State Statute 326B.108.**

Recreation Director West, Public Works Director Snetsinger, and City Administrator Lammi recommend proceeding with Option B, and electing to not remove the underground fuel tank.

Potential motion:

Moved by \_\_\_\_\_ supported by \_\_\_\_\_ to approve Option B, constructing the mechanical room separate from the current Wellness Center and electing to not remove the underground fuel tank.



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for All of Us®

## MEMORANDUM

TO: Becky Lammi  
FROM: Chad Bormann  
DATE: April 4, 2024  
RE: Hoyt Lakes Arena Improvements  
SEH No. 176048

Dear Ms. Lammi:

As a follow up to our phone conversation this morning, which also included Kenny Snetsinger, Wayde West and Matt Reid, the following shall summarize the two options that exist for proceeding forward on the project based on input from the State of Minnesota.

### **Option A:**

Proceed with the design as previously shown, connected to the existing building with access thru the current mechanical room. Continuing as shown will require that a fire sprinkler system be added to the existing facility, throughout the entire building, per a Minnesota statute that overrules all building codes in place. Existing water service is not large enough to support this system, requiring a new water service be brought into the building with a connection to the main located in Kennedy Memorial Drive. Within the existing building, spaces or rooms with suspended ceilings would require a replacement of those ceilings for access above to install piping. The existing underground fuel tank would be required to be removed prior to construction as previously discussed. Early cost projections associated with the inclusion of the fire sprinkler system range from \$250,000 to \$300,000. Note, if the decision is made to not proceed with this option, it shall be advised that any future project that involves the addition to, remodeling of or alteration within, would most likely require a similar system be added at that time unless the statute language or plan review policy changes. Installation of the systems all but removes any limitations to future work within or additions to the building. See below for illustration.

### **Option B:**

Remove the proposed mechanical room addition from the building, pulling it away as a stand alone building on the site. The new building would be located a minimum of 20', preferably closer to 30', from the existing buildings in order to avoid fire ratings at the existing building. Size, configuration and layout of the ice equipment would remain as previously designed. Piping between the detached building and the existing arena would connect underground, entering the arena roughly center ice, routing below the penalty box area. Being the new mechanical room would be a detached facility, access would be from the exterior of the building. While not required, maintaining the Vestibule within the newly detached building is recommended. Little to no additional costs are expected with this option. The existing underground fuel tank would no longer be in conflict of the proposed build and could remain in place if desired. All remaining work within the existing building (dasher boards, bleachers, piping/concrete slab) would be considered as "repair" by the state and would not require the inclusion of a fire sprinkler system to the project. See below for illustration.

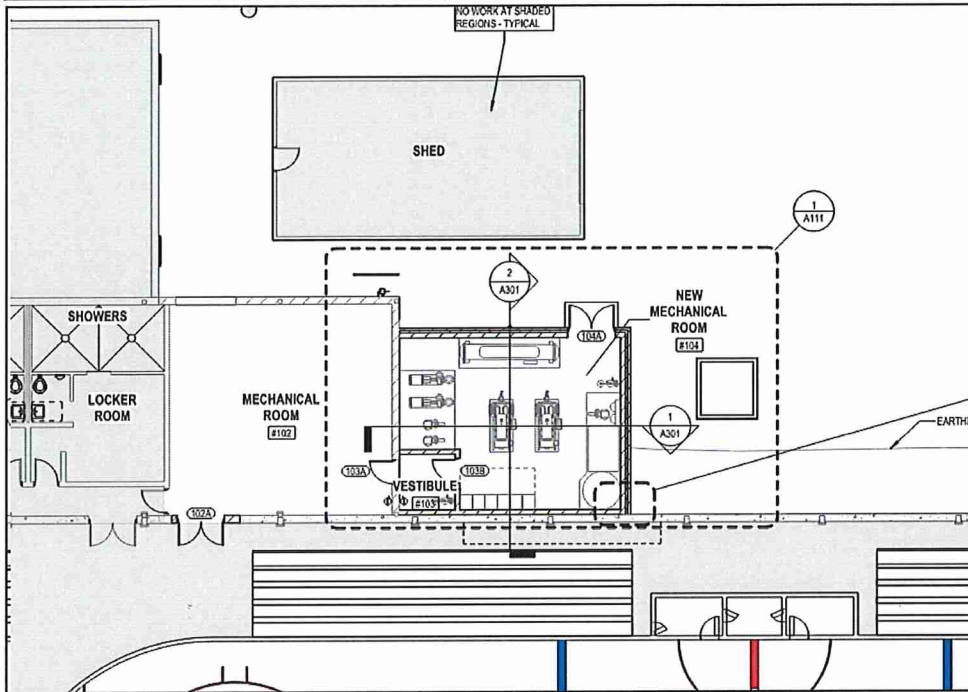
Engineers | Architects | Planners | Scientists

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

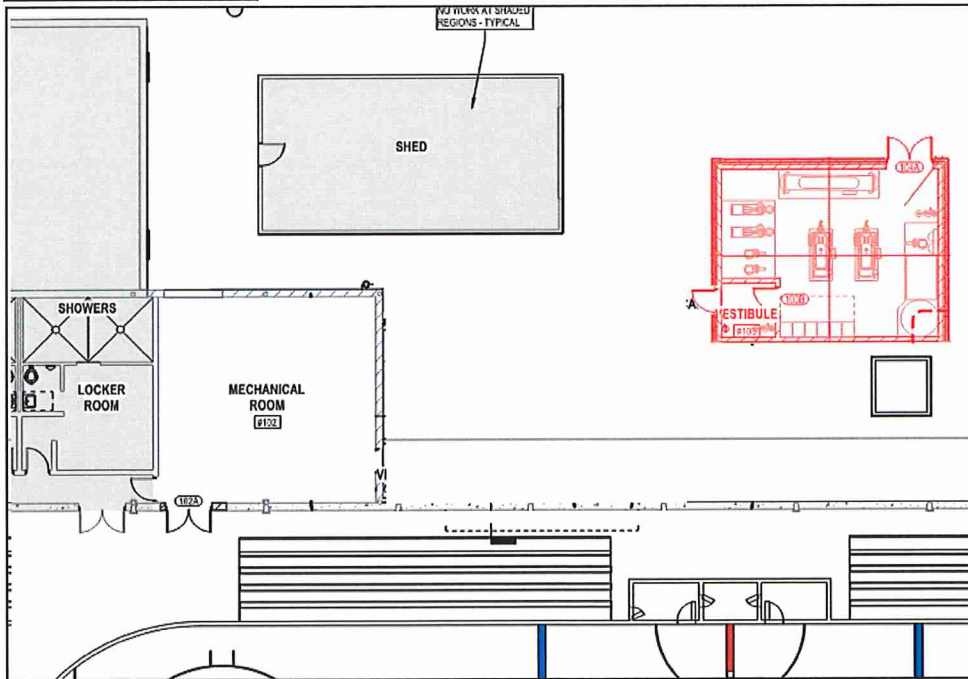
651.490.2000 | 800.325.2055 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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**Option A Illustration:**



**Option B Illustration:**



c: Brian Bergstrom, Matt Reid (SEH)

Seven Beavers / Moose Trail (B to S)  
 Funding Tracking

11.2  
 11.3  
 11.4  
 11.5

Date	Pay Request	Payee	ENFT
11/15/2022	1	Contech	\$ 25,412.00
11/28/2022	1	SEH	\$ 1,907.50
8/12/2022	2	SEH	\$ 545.00
11/6/2022	2	SEH	\$ 545.00
1/12/2023	2	SEH	\$ 1,907.50
2/27/2023	2	Contech	\$ 25,412.00
3/27/2023	2	SEH	\$ 4,905.00
4/12/2023	3	SEH	\$ 1,362.50
5/22/2023	3	SEH	\$ 817.50
5/22/2023	3	SEH	\$ 400.00
6/12/2023	3	Contech	\$ 24,411.00
7/7/2023	4	SEH	\$ 5,800.00
8/4/2023	4	SEH	\$ 9,265.00
8/4/2023	4	SEH	\$ 9,584.00
10/10/2023	4	SEH	\$ 3,270.00
11/13/2023	4	SEH	\$ 11,056.00
11/13/2023	4	SEH	\$ 2,725.00
2/26/2024	5	SEH	\$ 7,806.32
2/26/2024	5	SEH	\$ 9,222.50
3/25/2024	5	BWSR	\$ 86.43
3/25/2024	5	Mis. and Sup. Wetland Mitigation Banks	\$ 5,741.80
3/25/2024	5	SEH	\$ 3,088.32
3/25/2024	5	SEH	\$ 262.50
<b>Total Expenses</b>			<b>\$ 155,532.87</b>
Funding Amounts			\$ 900,000.00
Funding Remaining			\$ 744,467.13

Total Expenses \$ 155,532.87  
 Funding Amounts \$ 900,000.00  
 Funding Remaining \$ 744,467.13





## Standard Credit Withdrawal Form (Single User EIP)

### Minnesota Wetland Bank Program

(Incomplete forms may be returned unprocessed)

<b>1. Credit User</b>		<i>This space for BWSR use only.</i>
<b>Name:</b> Roy Beauregard	<b>Organization/Company (if any):</b> Ranger Snowmobile & ATV Club	
<b>Address:</b> PO Box 432 Hoyt Lake, MN 55750	<b>Phone:</b> 218.290.1531	
	<b>E-mail:</b> blackhawk@lakeconnections.net	
If others should receive withdrawal verification email, please include their email below (e.g., Consultants, partners, etc.): tim@ecosystempartners.com, emassa@sehinc.com, joe@ecosystempartners.com		

<b>2. Wetland Impact Information</b>		
<b>Project Name:</b> Bird Lake ATV Trail	<b>Project Type:</b> Other	<b>ACRES of Impact:</b> .1511
<b>City (if applicable) and County:</b> Hoyt Lakes	<b>Sec/Twp/Range: (Project Center)</b> Sec. 23 T. 58N R. 14W	<b>Major Watershed No./Bank Service Area (BSA):</b> 3 / 1
<b>WCA LGU Name:</b> City of Hoyt Lakes	<b>Majority Impact Wetland Type:</b> 6 - Shrub-Carr/Alder Thicket	<b>Majority HGM Class:</b> ---Select---
<b>Corps of Engineers Letter/Email Received?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If Yes, Corps File No.: (e.g. 2021-00101-ABC)</b> MVP-2023-01082-EGM	<b>If Yes, is Corps Replacement Required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
<b>Comments:</b>		

<b>3. Credits to be Withdrawn</b>				
<b>Bank Account No./Name:</b> 1609	<b>Bank County:</b> St. Louis	<b>Bank BSA:</b> 1		
Credit Subgroup	Wetland Type/Plant Community Type	Federally Approved?	Cost per Credit	Credit Amounts
A	8 - Open Bog	Yes	\$NA	0.1511
---Select---	---Select---	---Select---	\$	
---Select---	---Select---	---Select---	\$	
---Select---	---Select---	---Select---	\$	
---Select---	---Select---	---Select---	\$	
<b>Per Credit Withdrawal Fee by BSA</b>			<b>Total Credits:</b> 0.1511	
BSA 1    \$520	BSA 6    \$1,083	<b>Enter Bank Account's BSA</b>		
BSA 2    \$371	BSA 7    \$1,992	<b>Withdrawal Fee and hit Tab key:</b> <i>(Withdrawal Fee X total credits)</i>		
BSA 3    \$725	BSA 8    \$2,577	\$520.00	<b>Withdrawal Fee:</b>	\$78.57
BSA 4    \$1,412	BSA 9    \$2,628	<b>Easement Stewardship Fee:</b> <i>(Easement Stewardship fee x total credits)</i>		
BSA 5    \$685	BSA 10    \$3,099	\$52	<b>Stewardship Fee:</b>	\$7.86
			<b>Total Fees:</b>	\$86.43

*Please make checks payable to the Minnesota Board of Water and Soil Resources. BWSR does not accept cash.*


**Project Name:**

After completing all necessary fields, select "Request Signatures" option in the Home tab of your toolbar to convert your agreement to a PDF version and add your digital signature. See these instructions if you do not know how to create a digital signature.

**4. WCA Authorization** *(Must include representative's name and email address)*

By signing below, the identified Wetland Conservation Act Local Government Unit (LGU) representative attests that the LGU has approved the use of the credits in Box 3 for wetland replacement/mitigation.

<b>WCA LGU:</b> City of Hoyt Lakes	<b>Representative's Name:</b> Becky Lammi	<b>Email Address:</b> blammi@hoytlakes.com
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Signature:  Date: 02/28/2024

**5. Other Agency/Program Authorization** *(Must include representative's name and email address)*

By signing below, the identified agency representative attests that the agency has approved the use of the credits in Box 3 for wetland replacement/mitigation.

<b>Agency:</b>	<b>Representative's Name:</b>	<b>Email Address:</b>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**6. Credit User Signature**

By signing below the credit user attests that they have secured use of the credits in Box 3 from the account holder for wetland replacement/mitigation.

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

**7. Account Holder Signature** *(Must include seller/manager name and email address)*

By signing below the account holder authorizes BWSR to withdraw the credits identified in Box 3 from their account to satisfy wetland replacement/mitigation requirements for the credit user indicated in Box 1. The account holder attests that the identified credits have not been sold or used by a different credit user.

<b>Seller/Manager:</b>	<b>Email Address:</b>
------------------------	-----------------------

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

**SEND COMPLETED FORM AND FEE PAYMENT TO:**

Wetland Bank Administration  
Minnesota Board of Water and Soil Resources  
520 Lafayette Road North  
Saint Paul, MN 55155



5550 Newbury Street, Suite B  
 Baltimore, MD 21209  
 P: 443.921.9441  
 F: 410.235.1503

**INVOICE #** LSMB20241203 - 1  
 EIP Credit Co., LLC

**PO No.** NA

12 March 2024

**Buyer**

RANGER SNOWMOBILE & ATV CLUB  
 PO Box 432  
 Hoyt Lakes Minnesota, 55750

**Contact Person**

Attn: Roy Beauregard  
 PO Box 432  
 Hoyt Lakes, MN 55750  
 218.290.1531  
 blackhawk@lakeconnections.net

**Project Details**

Project Name: Bird Lake ATV Trail  
 Watershed: Bank Service Area 1  
 County: St. Louis County, MN

**MITIGATION CREDITS PURCHASED AND FEES**

Bank	Credit Type	Quantity	Unit Price	Purchase Price
Lake Superior MB (1609)	Type 8 - Open Bog or Coniferous Bog	0.1511	\$ 38,000.00	\$ 5,741.80
		0.1511		\$ 5,741.80
<b>Per Credit Withdrawal Fee by BSA</b>				
BSA 1 \$520	BSA 6 \$1,083			
BSA 2 \$371	BSA 7 \$1,992			
BSA 3 \$725	BSA 8 \$2,577			
BSA 4 \$1,412	BSA 9 \$2,628			
BSA 5 \$685	BSA 10 \$3,099			
	<b>BWSR BSA Fees</b>	<b>Unit Fee</b>	<b>Total Fee</b>	
	BSA Withdrawal Fee	\$ 520	\$ 78.57	
	Easement Stewardship Fee	\$ 52	\$ 7.86	
			<b>\$ 86.43</b>	

**PAYMENTS**

	Due Date	Amount	Paid	Remaining
Balance Due	12-Apr-24	\$ 5,741.80		\$ 5,741.80
		\$ 5,741.80	\$ -	\$ 5,741.80

0.1511 Type 8 open bog credits from the Lake Superior Mitigation Bank

**Credit Invoice Terms Expire 4/12/2024**

Contact sales@ecosystempartners.com to securely receive wire transfer / ACH payment instructions.  
 Reference the invoice number when submitting payment.  
 Send a check payable to the "Minnesota Board of Water and Soil Resources" for BWSR's Total Fee to:  
 Tim Smith, Midwest Markets Consultant, 2223 5<sup>th</sup> Street #10681, White Bear Lake, MN 55110

## Terms

- 1) **ACCEPTANCE AND APPLICABILITY.** The accompanying Invoice and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Delivery of any funds by Buyer constitutes acceptance of these Terms and approval of this Agreement. Seller's offer to sell Credits to Buyer pursuant to this Agreement shall automatically expire if no payment is received by the expiration date stated in the Invoice (the "Initial Payment Date").
- 2) **DEFINITIONS.** The following terms shall have the following meanings in this Agreement:
  - a. **BANK.** "Bank" shall mean the bank sponsored by Seller with mitigation credits for sale to the open market in connection with Wetland Conservation Act permit ("WCA")/Clean Water Act Section 404 Dredge and Fill permitted projects, as provided for by its Mitigation Banking Instrument ("MBI") approved by the U.S. Army Corps of Engineers ("Corps").
  - b. **CREDITS.** "Credits" shall mean mitigation credits sold from the Bank as determined by the Minnesota Board of Water and Soil Resources ("BWSR") and/or the Corps. Seller owns the Credits and has the right to sell the Credits to Buyer, and the Credits are deposited in the Sponsor-owned account associated with the Bank in the Minnesota Wetland Bank administered by BWSR pursuant to Minn. Rules, parts 8420.0700. – 0760.
  - c. Capitalized terms not otherwise defined in these Terms shall have the meanings set forth in the Invoice.
- 3) **SUBSTITUTION.** Credits may come from any Bank owned by Seller, or its affiliated companies, with equivalent Credits for the Project's wetland replacement plan approved by the Local Government Unit ("LGU"), regardless of the description above.
- 4) **RESTRICTIONS.** Credits may be withdrawn for use to offset impacts associated with the Project. Credits may be used for alternative projects for which the Buyer is the permittee at Seller's discretion.
- 5) **DEPOSIT.** To secure a Reservation Period (as defined below), Buyer shall pay Seller a deposit of fifteen percent (15%) (the "Deposit") of the "Amount Due" (as calculated above). If Buyer wishes to extend the Reservation Period as provided for below, Buyer may pay Seller another fifteen percent (15%) deposit (the "Second Deposit"). The Deposit and the Second Deposit are applicable to the Purchase Price.
- 6) **PAYMENT TIMING.** On or before Initial Payment Date, Buyer shall pay Seller the Deposit or the Purchase Price. The balance of the Purchase Price less the Deposit and the Second Deposit (the "Balance of Purchase Price") is due from Buyer to Seller prior to expiration of the Reservation Period. All payments are non-refundable, except as allowed for in Section 9, below.
- 7) **PAYMENT METHOD.** All payments made pursuant to this Agreement shall be made to Seller. Buyer shall pay the Deposit, Second Deposit, Purchase Price, and Balance of Purchase Price (as applicable) by either a wire transfer or Automated Clearing House (ACH) transfer. Seller shall not accept payment in any form of check. In no instance shall Credits be transferred by Seller to Buyer prior to Seller having received full payment from Buyer for the Credits being transferred. Please contact sales@ecosystempartners.com to securely receive wire transfer / ACH payment instructions.
- 8) **CONTRACT TERM.** Upon receipt of the Purchase Price, Seller will reserve the purchased Credits as for a term period not to extend more than three (3) years from the Initial Payment Date (the "Term"). Any extension of the Term longer than three years is at the sole discretion of the Seller. Credits that have not been applied to an issued permit will be forfeited from the Buyer to the Seller without credit, refund, or offset upon Term expiration. Once such Credits are forfeited, they may not be reinstated.
- 9) **AVAILABILITY.** Credits are reserved on a first-come first-served basis. Seller makes no representation by way of issuing this Invoice that Credits will be available at the time Buyer submits the Deposit or the Purchase Price. If Credits are not currently available when Buyer pays to Seller the Deposit or the Purchase Price, at the Seller's discretion, Seller may (1) reserve the first available and applicable Credits from the next release, or (2) refund payment to Buyer.
- 10) **RESERVATION PERIOD.** Upon Seller's receipt of the Deposit, Seller will reserve the Credits for Buyer for one hundred eighty (180) days from the Effective Date ("Reservation Period"). If Buyer wishes to extend the Reservation Period by an additional ninety (90) days, Buyer shall pay to Seller the Second Deposit, for a maximum Reservation Period of two hundred seventy (270) days from the Effective Date, at the end of which the Balance of Purchase Price is due from Buyer to Seller.
- 11) **RESERVATION LETTER.** Within 3 business days of receiving a request from Buyer, Seller will convey a letter to Buyer indicating that the Credits have been reserved by Buyer for the then-applicable Reservation Period ("Reservation Letter").
- 12) **REQUIREMENT INCREASE.** Buyer may increase the number of Credits by written request to Seller, whereafter, contingent on Credit availability, will issue an updated invoice.
- 13) **TRANSFER OF CREDITS.** Within 10 business days of receipt by Seller of the Balance of the Purchase Price and the BWSR Check for the Total Fee, Buyer and Seller will execute a Transaction Form to Withdraw Credits in the form specified by BWSR ("BWSR Form") for a withdrawal of CREDITS Wetland Credits, distributed as shown on the Invoice. Seller will provide the fully executed BWSR Form, Sales Verification Notice, and the BWSR Check to BWSR, with a copy to Buyer.

14) TERMINATION. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

15) SELLER'S COVENANTS AND REPRESENTATIONS. Seller represents that it is authorized by Corps and SWFWMD to sell Credits from the Bank in accordance with the MBI and SWFWMD Bank Permit. Seller shall be responsible for the development and maintenance of the Credits and the Bank in accordance with the requirements of the MBI and SWFWMD Bank Permit and other applicable laws. Seller has good and sufficient title to the Credits it will sell to Buyer. Buyer shall have no rights or obligations to perform any of the responsibilities of the Seller now or hereafter set forth by the Corps and SWFWMD regarding the development and maintenance of the Credits or the Bank nor shall Buyer have any rights or obligations to enforce any of the responsibilities of the Seller under the SWFWMD Bank Permit and the MBI.

16) APPLICABLE LAW. Seller and Buyer shall be contractually bound to these Terms, which shall be governed by the laws of the State of Minnesota and subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws, which might have otherwise impacted this Agreement, shall not be enforced retroactively after execution of these Terms. Each party shall be held harmless for damages sustained by the other party as a result of changes in federal, state, or local laws pertaining to this transaction or the interpretation or enforcement of said changes.

17) ATTORNEYS' FEES. In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.

18) SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and Buyer, as the case may be, and their respective successors and assigns. Neither party hereto shall assign any interest hereunder without the prior written approval of the other, which approval shall not be unreasonably withheld.

11.4



# Invoice

Invoice Number: **462640**

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



<b>BILL TO:</b>
Attn: Accounts Payable Ranger Snowmobile & ATV Club PO Box 432 Hoyt Lakes MN 55750
<b>REMIT PAYMENT TO:</b>
Short Elliott Hendrickson, Inc. PO Box 64780 Saint Paul, MN 55164-0780

<b>Pay This Amount</b>	<b>\$3,088.32</b>
Due Date	07-APR-24
Invoice Date	08-MAR-24
Bill Through Date	29-FEB-24
Terms	30 NET
SEH Customer Acct #	74117
Customer Project #	
Agreement / PO #	172688
Project Manager	Jason Chopp jchopp@sehinc.com 218.741.4284
Client Service Manager	Jason Chopp jchopp@sehinc.com 218.741.4284
Accounting Representative	Sandy Austin saustin@sehinc.com 218.279.3000

Project #	Project Name	Project Description
172688	RSATV Bird Lake ATV Trail	Bird Lake ATV Trail

**Notes:**

**CC:**

blammi@hoytlakes.com  
blackhawk@lakeconnections.net

**Task: 2.0 - Const Admin**

**Fee**

Description	Amount
(33% of \$18,000.00) less previously billed of \$3,006.00	\$2,934.00
	<b>\$2,934.00</b>
<b>Task: 2.0 Total: \$2,934.00</b>	



# Invoice

Invoice Number: **462640**

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

## Task: 3.0 - RPR / Staking

### Direct

Personnel	Hours	Rate	Amount
Kalisch, Austin	1.25	123.46	\$154.32
	<u>1.25</u>		<b>\$154.32</b>

**Task: 3.0 Total: \$154.32**

**Invoice total \$3,088.32**

11.5



# Invoice

Invoice Number: **462645**

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



<b>BILL TO:</b>
Attn: Accounts Payable Ranger Snowmobile & ATV Club PO Box 432 Hoyt Lakes MN 55750
<b>REMIT PAYMENT TO:</b>
Short Elliott Hendrickson, Inc. PO Box 64780 Saint Paul, MN 55164-0780

<b>Pay This Amount</b>	<b>\$262.50</b>
Due Date	07-APR-24
Invoice Date	08-MAR-24
Bill Through Date	29-FEB-24
Terms	30 NET
SEH Customer Acct #	74117
Customer Project #	
Agreement / PO #	176434
Project Manager	Jason Chopp jchopp@sehinc.com 218.741.4284
Client Service Manager	Natalie White nwhite@sehinc.com 218.279.3000
Accounting Representative	Sandy Austin saustin@sehinc.com 218.279.3000

Project #	Project Name	Project Description
176434	RSATV Skibo Road ATV Trail	Skibo Road ATV Trail

**Notes:**

**CC:**

blammi@hoytlakes.com

## Task: 1.0 - Project Delivery

Fee		
Description	Amount	
(83.5% of \$17,500.00) less previously billed of \$14,350.00	\$262.50	\$262.50
<b>Task: 1.0 Total: \$262.50</b>		
<b>Invoice total</b>		<b>\$262.50</b>



# EMBRACE YOUR VOICE

YOUR VOICE IS NECESSARY IN THIS CONVERSATION

February 22, 2024

Dear Mayor and City Councilpersons:

The Sexual Assault Program of NSLC would greatly appreciate if you could discuss and adopt the enclosed **Mayors' Proclamation** at an upcoming city council meeting for the month of April. This Proclamation recognizes April as **Sexual Assault Awareness Month**.

We are grateful for your community's partnership in the mission to end sexual violence through public awareness and support of its' victims. **Embrace Your Voice**.

**Together we DO make a difference!**

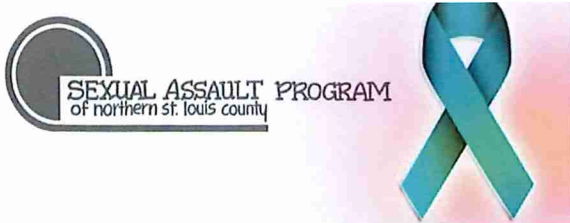
Sincerely,



Jamie Koppes  
Executive Director/Crime Victim Coordinator  
Sexual Violence Advocacy Services  
Awareness & Prevention  
Sexual Assault Program of NSLC

jamiek@stopsexualviolence.org  
(218)749-4725

[www.stopsexualviolence.org](http://www.stopsexualviolence.org)



2024 Sexual Assault Awareness Month  
Mayor Proclamation

WHEREAS, Sexual Assault Awareness Month is intended to bring awareness to the fact that sexual violence is widespread and is a public health concern for individuals, families, community members and communities as a whole.

WHEREAS, Child sexual abuse /exploitation, rape and sexual harassment impact all communities as seen by the national statistics: One in three girls and one in six boys will be sexually violated by the age of 18. One in five children is solicited sexually while on the internet. One-third of all sexual violence cases in Northern St. Louis County happen to children 17 years and younger.

WHEREAS, In fiscal 2023, our local Sexual Assault Program of Northern St. Louis County has worked with more than 464 primary and secondary crime victims of sexual violence whom reside in our communities. The Program has provided more than 17,650 documented trauma and victim-focused advocacy services with these crime victims.

WHEREAS, Staff, Board Members and Volunteers of our local anti-sexual violence program; The Sexual Assault Program of Northern St. Louis County, encourage every person to speak out when witnessing acts of violence, however small; and to help survivors connect with community allies.

WHEREAS, We must work together to educate and engage communities in sexual violence awareness and prevention and to believe, listen, learn and support its victims and family members.

WHEREAS, a growing number of Minnesota leaders are committed to sexual violence prevention; and

WHEREAS, All Minnesotans must be part of the solution to eliminate crimes of sexual violence.

THEREFORE, I, the Mayor of the City of Hoyt Lakes, Minnesota, do hereby proclaim the month of April in the year of 2024 as:

***SEXUAL ASSAULT AWARENESS MONTH***

***IN TESTIMONY WHEREOF***, I have hereunto set my hand and caused to be affixed the Great Seal of the city of Hoyt Lakes located in St. Louis County in the state of Minnesota.

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
***Mayor Signature***

# TOTAL PROGRAM STATISTICS

## Fiscal Year 2023

### Local Crime Victims from Northern St. Louis County:

* Child & Youth Victims Served	174
* Adult Victims Served	290
<b>Total Crime Victims Served</b>	<b>464</b>












\* Primary victims is the person the crime directly happened to and a Secondary victim is a parent, family member, loved one and/or friend that is affected by the crime against the primary victim

### Advocacy Services Available:

Crisis Counseling/Intervention, Crime Victim Rights, Follow-up, Information & Referrals, Personal Advocacy, Info & Support during forensic exams, Criminal Justice Support/Advocacy, Legal Advocacy (*Orders for Protection, Harassment Orders, Civil & Family Court*) Financial Assistance, Assistance in filing Reparations, Individual, Group/family and peer Advocacy, Individual/family and group sessions are available throughout the year for children/teens,/adults, Supportive sessions in-person, or virtually (Doxy me or Zoom)

## Total Services Provided: More than 17,652

### Types of Crimes:

- |   |  |
|---|--|
|  Child/Teen Sexual Abuse (by family)       |  Adult Sexual Assault      |
|  Child/Teen Sexual Assault (by others)     |  Sexual Harassment         |
|  Internet-Related Crimes/Child Pornography |  Obscene Phone Calls/Texts |
|  Sex Trafficking/Sexual Exploitation       |  Stalking                  |
|  Adults abused as children                 |  Exposing                  |
|  Child/Youth Porn/Revenge Porn             |  |

### Sincere Gratitude to our Funders

- Minnesota Office of Justice Program - United Way of NEMN
- Community Development Block Grant - St. Louis County
- Many Community Allies and Organizations

Believe Listen Learn Support





Municipal Building  
 206 Kennedy Memorial Drive  
 Hoyt Lakes, Minnesota 55750-1140

www.hoytlakes.com  
 e-mail: info@hoytlakes.com

Phone: (218) 225-2344  
 Fax: (218) 225-2485

Commissioner Ida Rukavina  
 Department of Iron Range Resources and Rehabilitation  
 4261 Hwy 53 S  
 Eveleth, MN 55734

Dear Commissioner Rukavina,

The City of Hoyt Lakes hereby offers its support for the East Range Joint Powers Board's application to IRRR's Development Partnership grant program for the recapitalization of its Participation Loan Program. Previous rounds of funding from ERJPB loan programs have directly benefitted businesses in our community, providing capital for facility improvements, job creation, and business support through the Covid-19 pandemic.

This new program will match revolved funds that ERJPB has successfully loaned in the past. We will continue to contract with experienced loan fund managers to ensure the board maintains its fiduciary responsibilities and makes loans to eligible, qualified businesses that provide real impacts for our communities. This loan fund is a useful tool in the regional economic development toolbox and we look forward to working with partners such as IRRR and other traditional and non-traditional lenders to help our businesses grow.

Thank you for all you do to support economic development and thriving communities across the Taconite Assistance Area and ongoing commitment to the East Range.

We enthusiastically support ERJPB's application and look forward to seeing new investment in our communities.

Sincerely,

Becky Lammi  
 City Administrator  
 City of Hoyt Lakes



Municipal Building  
206 Kennedy Memorial Drive  
Hoyt Lakes, Minnesota 55750-1140

www.hoytlakes.com  
e-mail: info@hoytlakes.com

Phone: (218) 225-2344  
Fax: (218) 225-2485

Victor Lund  
[lundv@stlouiscountymn.gov](mailto:lundv@stlouiscountymn.gov)  
Eric Fallstrom  
[fallstrom@stlouiscountymn.gov](mailto:fallstrom@stlouiscountymn.gov)  
St. Louis County Public Works

April 8, 2024

Dear Mr. Lund and Mr. Fallstrom,

The City of Hoyt Lakes would like to comment on the CSAH 100 corridor study from MN Highway 135 to CSAH 110 through the City of Aurora.

The City of Hoyt Lakes has invested significant resources in the Laskin Industrial Park located on Colby Lake Road (CSAH 633), including the development of shovel-ready sites in conjunction with the Minnesota Department of Iron Range Resources and Rehabilitation and Minnesota Power.

During marketing activities of these industrial sites, we have received feedback on several occasions that the company is interested in building and establishing themselves in the City of Hoyt Lakes, but there continues to be one barrier – the logistics of shipping. They felt tractor-trailers were unable to successfully navigate the City of Aurora CSAH 100 corridor and requested a bypass be established. Unfortunately, the City was unsuccessful in lobbying the State of Minnesota and St. Louis County to establish an alternate route around the City of Aurora.

Additionally, there is significant need for another railroad crossing in the area. If there was an accident or other obstruction at the current location, Hoyt Lakes Emergency Services' alternate route to the northern part of Aurora is an additional 18 miles. The Hoyt Lakes Ambulance provides emergency medical response to the residents of Aurora and the Town of White.

We request, as part of this study, St. Louis County seriously consider an alternate route. One potential opportunity is Lane 55 (Rd. 371) to CSAH 100 (Rd. 341) with an additional railroad crossing.

Sincerely,

David Zins  
Mayor

Deborah Kramar  
Councilor

Cherie Grams  
Councilor

Stuart Beauregard  
Councilor

Brennan Scott  
Councilor

**Supplemental Information**  
**Regular City of Hoyt Lakes Council Meeting**  
**04/08/2024**

**11.9 City of Hoyt Lakes Hiring Policy.**

At the regular council meeting on 01/08/2024, the committee recommendation to update regarding Fire Department hiring was an interview panel of 5, including the Hoyt Lakes Fire Chief, a Fire Chief from Aurora or Palo, the Personnel Committee and the City Administrator. This was recommended due to potential tiebreaking and scheduling issues with multiple Chiefs. Members of the Hoyt Lakes Fire Department who were present at the regular meeting opposed the recommendation for a 5-member hiring committee and requested the hiring committee be made up of the Fire Chiefs from Aurora, Hoyt Lakes, and Palo along with the Personnel Committee and City Administrator. The City Council approved the changes to the Hiring Policy for a 6-member interview panel.

On 04/03/2024 Chief House requested the Hiring Policy be updated to allow the Assistant Chiefs from Aurora or Palo be allowed to interview candidates if the Chiefs from those departments were unavailable, as Chief House has had trouble with scheduling with the Aurora and Palo Chiefs. Additionally, he has requested waiving the interview requirement if there is only one qualified applicant. These changes will not address the tiebreaking issue.

Potential motion:

Moved by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the updated City of Hoyt Lakes Hiring Policy.



## **City of Hoyt Lakes Hiring Policy**

General Information: The City of Hoyt Lakes would like a uniform, consistent process for hiring employees for all departments.

### Vacancy:

When an employee resigns, retires, or is terminated, the City Council will indicate a need to hire for the position. The City Administrator will oversee the hiring process.

### Advertisement:

Advertisements for full-time permanent positions will be posted with the Mesabi Tribune, Duluth News Tribune, League of Minnesota Cities, East Range Shopper, and Minnesota Works. Advertisements for part-time positions will be posted with the Mesabi Tribune, East Range Shopper, and Minnesota Works. If the position is for the Fire or EMS Department, the Facebook page may also be utilized for advertisement. The City Administrator will determine the length of advertisement; some positions, such as firefighter, may always be open for application.

### Applications:

All applicants shall utilize the same employment application. The City Administrator is responsible for updating and maintaining the employment application. If an incomplete application is received, the application will be discarded. Applications received after the deadline will be discarded.

### Application Scoring:

An application scoring committee consisting of the Personnel Committee, City Administrator, and Department Head will score the applications for interview for non-seasonal positions.

### Applicant Written Testing:

For the Fire and EMS Department, written testing may be required. This test is not pass/fail, and is instead a ranked scoring between applicants.

### Interview:

An interview committee consisting of the Personnel Committee, City Administrator, and Department Head will interview the employees for the following departments: Administration, Recreation, Golf, Arena, Public Works, Public Utilities, and full-time permanent members of the Fire and EMS Department.

An interview committee consisting of the Personnel Committee, City Administrator, Hoyt Lakes Fire Chief, and the Fire Chiefs of the Aurora and Palo Fire Department (or Assistant Chiefs of the Aurora and Palo Departments, if the Chief is unavailable) will interview for the Hoyt Lakes Fire Department Officer positions. If only one qualified candidate is received, interviews will not be conducted.

An interview committee consisting of three members of neighboring departments and two Hoyt Lakes Fire Department members will interview initial casual part-time Fire and EMS applicants.

Physical Agility Test:

Fire and EMS applicants will be subject to a physical agility test.

EMS Applicants: Two-person lift of a cot including Rescue Randy (180lbs) in to an ambulance. Three attempts allowed for each task.

Firefighter/EMS Applicants: Two-person lift of a cot including Rescue Randy (180lbs) in to an ambulance. Lift and hold Hurst Tool for a total of one minute and thirty seconds at shoulder height. Move Rescue Randy (180lbs) 25 yards in 45 seconds or less, in any manner without mechanical assistance. Swear self-contained breathing apparatus (SCBA) in a smoke filled or dark room for no less than five minutes. Climb to the top of a 35ft. two-stage ladder wearing full turnout gear. Stretch 100ft. of uncharged 1 ½ inch hose and operate nozzle at 80psi. Walk entire length of a 15ft, 4-inch-wide beam wearing full turnout gear without stepping off. Three attempts allowed for each task.

Reference Checks:

After the interview, a member of the interview committee will contact references for the top three candidates (or all successful candidates, for the Fire/EMS Department).

Recommendation to Hire:

After all pre-employment tasks are complete (written exam, interview, physical agility test, reference checks), the interview committee will make a recommendation to the City Council for hire.

Post-Hiring Requirements:

All full-time employees, firefighters, and EMS employees are subject to a Bureau of Criminal Apprehension or East Range Police Department background check, physical exam, and drug screen.

Seasonal employees are subject only to a driver's license check by the East Range Police Department.

Rehire of Employees:

Employees who left in good standing will be eligible for re-hire, subject to the above requirements. Firefighters or EMS employees who have current licensure are exempt from the written exam portion only.

Emergency Hiring:

The City Administrator has authority to hire temporary employees for no more than 30 days in an emergency situation.



**City of Hoyt Lakes  
Resolution 2024-003**

A Resolution **to apply for the Minnesota Power Foundation grant.**

**WHEREAS**, the City of Hoyt Lakes is authorized to apply for said grant monies; and

**WHEREAS**, the City of Hoyt Lakes desires to purchase a new gas monitor (\$4000.00), base station (\$1800.00) and thermal imaging camera (\$4200.00) for the Hoyt Lakes Fire Department.

**BE IT RESOLVED:**

1. That the total cost of completing the project shall be \$10,000 and the City of Hoyt Lakes, Minnesota is requesting \$10,000 from the Minnesota Power Foundation Grant.
2. The project will help serve residents of Hoyt Lakes; and
3. The City of Hoyt Lakes, Minnesota agrees to enter into necessary and required agreements with the Minnesota Power Foundation for the specific purpose of completing the project; and
4. That City Administrator Becky Lammi of the City of Hoyt Lakes, Minnesota are authorized and directed to execute said application and serve as the official liaison with the Minnesota Power Foundation.

Adopted by the Hoyt Lakes City Council this 8<sup>th</sup> day of April 2024.

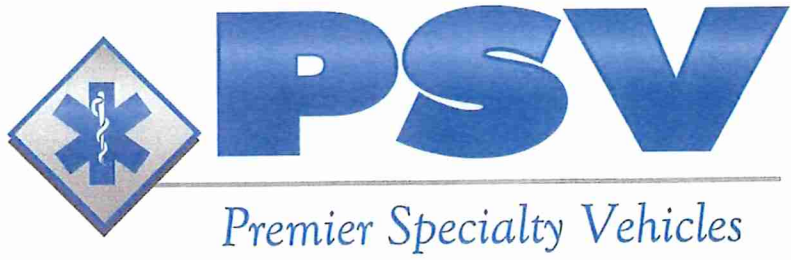
---

David Zins, Mayor

Attest:

---

Becky Lammi, City Administrator



3/08/24

Ms. Melanie Olmstead  
 Ambulance Director  
 Hoyt Lakes Ambulance  
 801 Dorchester Drive  
 Hoyt Lakes, MN. 55750

**2025 HORTON EMERGENCY VEHICLES**  
 Type III Ambulance - Horton 553" **(Customers Horton)**

**CHASSIS**

**2025 Ford E-450 Super Duty R.V. Cutaway**

- 158" Wheelbase with 14,500 GVWR
- Mileage - New Delivery Miles Only
- 7.3 Liter V8 Gasoline Engine**
- 6 - Speed Automatic Overdrive Transmission
- Cab Interior Color - Gray
- XLT Trim Package
- Radial Tires
- Intermittent Wipers
- Tilt Steering Wheel
- AM-FM Digital Stereo Radio
- High-Back Cloth Captain's Chairs
- Cruise Control
- Electric Windows
- Electric Locks
- Anti-Lock Brakes
- Heavy Duty Alternator
- Cab Air Bags

**MODULAR BODY**

Builder - Horton Emergency Vehicles (HEV)  
 Model - **2015 Model** Type III - 169 - 553 Custom  
 Module Body Size 169" L x 96" Wide x 72" Head Room

**BASE UNIT PRICE \$ 189,900.00**

## **ITEMS INCLUDED IN REMOUNT BASE PRICING**

**Install New Rear Step Bumper with Fixed Center Step**  
**New Cast Aluminum Fuel Fill**  
**Install LED Bar Light Over Rear Inhalation Counter Area**  
**Install New Heat/AC Unit**  
**New Rear Module Interior Flooring and Bench Scab**  
**All New Upholstery on Seats and Closeout Padding**  
**New Jump Seat Airway Seat at Head of Cot**  
**Replace Squad Bench Gas Hold Open Cylinders (2)**  
**Replace Main Wall and Bench Cabinet Gas Hold Open Cylinders (8)**  
**Complete Exterior Module Repaint and Body Seam Delete (white)**  
**Replace Chrome Exhaust Vent Fan Cover in Ceiling**  
**Install Stainless Steel Walls on Rear Counter and Main Counter Backsplash**  
**New Exterior Door Seals and Gaskets**  
**New Exterior Door Handles and Latches with New Interior Hardware**  
**Brite Tread Aluminum Running Boards on Cab with Grip Strut Inserts**  
**Phoenix Stainless Steel Wheel Simulators**  
**Rear Mud Flaps**  
**Stainless Steel Rub Rails and End Caps**  
**Stainless Steel Fender Flares**  
**Rear Diamond Plate Riser Plate Skirt**  
**Diamond Plate Corner Guards**  
**Stainless Steel Splash Shields**  
**ROK Adjustable Retention Strap for Backboard Compartment # 5**  
**Replace All Exterior Entry and Compartment Door Handles**  
**Electric Door Switch Concealed in Chassis Grill**  
**Electric Door Switch Wired to OEM Chassis Locks**  
**All New Whelen LED Emergency Lighting**  
**All New Whelen Scene & Load Lights**  
**Install New Front & Rear ICC Mark Lights**  
**Install New Whelen Siren Speakers (2)**  
**Install New Vanner 1100-Watt Power Inverter**  
**Install New Kussmaul Auto Eject Shoreline Input**  
**Add LED Indicator Shoreline Power Light**  
**3 - Interior Thin Lite LED Light Upgrade**  
**(6) LED Dome Light in Ceiling**  
**Wire Rear Red Flashing Lights to Brake Lights**  
**New Cab Console Extension with Slots for 3 Ring Binders & Drink Holders**  
**Install Customer Furnished Equipment. 2-Way Radio, Rear Radio Control**  
**(Cellular Phone, Oxygen Bottle Holder, Sterile Glove Holder, Fire Extinguisher, ETC.)**  
**Front End Alignment Prior to Delivery**

**ADDITIONAL OPTIONAL ITEMS ADDED ON THIS UNIT**

Custom Graphics/Lettering/Chevrons Allowance	\$ 4,950.00
Customers Lettering Allowance	\$ 650.00
Ali Arc Animal Protection Bumper System Installed	\$ 3,400.00
Back Up Camera System with Interior Camera Option Installed	\$ 1,200.00

---

**Total Price of Installed Options \$ 10,200.00**

Delivery to and from Ohio to Hoyt Lakes, MN. \$ 6,295.00

---

**Price Delivered to Hoyt Lakes, MN. \$ 206,395.00**

---

**Less Ford's 2025 Fleet Discount, Estimated If Applicable - \$ 700.00**

---

**TOTAL PRICE DELIVERED TO HOYT LAKES, MN. \$ 205,695.00**

**Delivery of the vehicle would be approximately 750 days from date above.**

Respectfully Submitted By,

Mark Rethwisch, Sales Associate  
Premier Specialty Vehicles, Inc.

**Supplemental Information**  
**Regular City of Hoyt Lakes Council Meeting**  
**04/08/2024**

**11.12 Recommendation to hire casual part-time EMT.**

A hiring committee consisting of Kyle Ross (Aurora), Dan Maki (Biwabik), Cody Hanson (Hoyt Lakes), Matt Baudek (Palo), and Melanie Olmstead (Hoyt Lakes) recommend hiring Sherri Elg for the casual part-time position of EMT, pending background check and drug test.

Potential motion:

Moved by \_\_\_\_\_ supported by \_\_\_\_\_ to approve hiring Sherri Elg for the casual part-time position of EMT, pending background check and drug test.

**City of Hoyt Lakes  
Resolution 2024-004**

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

**WHEREAS**, the Hoyt Lakes Chamber of Commerce has donated the following amount to the City and has requested the following use:

<u>Requested Use</u>	<u>Amount</u>
Midway Shelter Area	\$26,000.00

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

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

**NOW THEREFORE**, be it resolved by the City Council of the City of Hoyt Lakes, Minnesota as follows:

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the Hoyt Lakes City Council this 8<sup>th</sup> day of April 2024.

Ayes:

Nays:

\_\_\_\_\_  
David Zins, Mayor

Attest:

\_\_\_\_\_  
Becky Lammi, City Administrator

# LG555 Government Approval or Acknowledgment for Use of Gambling Funds

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

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

Organization Name: Hoyt Lakes Chamber of Commerce	License Number: 04943
---	-----------------------


Address: PO Box 429	City/State/Zip: Hoyt Lakes, MN 55750
---------------------	--------------------------------------

1. Amount of proposed lawful purpose expenditure: \$ 216,000.00
2. Check one expenditure category:
- A. **Contribution to a unit of government**--United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities.
  - B. **Wildlife management project or activity** that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR).
  - C. **Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use.
  - D. **Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
  - E. **Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA.

3. Describe the proposed expenditure, including vendors:

Community Shelter Area

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

 Chief Executive Officer's Signature	<u>4-4-24</u> Date
<u>James Kramar</u> Print Name	<u>218.750.0641</u> Daytime Phone

## GOVERNMENT APPROVAL/ACKNOWLEDGMENT

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

Unit of Government: City of Hoyt Lakes	Phone: 218.225.2344
Address: 206 Kennedy Memorial Drive	City/State/Zip: Hoyt Lakes, MN 55750

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

Signature _____	Date _____
Print Name _____	<u>City Administrator</u> Title

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

## Midway Area Project

### Project Costs

	Budgeted	Contractor Amount as of 04/04/2024	Actual Cost
Midway Area			
Bike Trail	\$ 5,000.00	\$ 20,800.00	
Tennis/Pickleball/Skate	\$ 60,000.00	\$ 50,800.00	
Picnic Tables	\$ 24,000.00		
BB Hoops	\$ 6,000.00		
Disc Golf Course	\$ 15,000.00	\$ 11,534.00	\$ 4,230.00
Water Valve Box Cap	\$ 1,400.00	\$ 1,351.46	\$ 1,351.46
Fire Hydrants - 3	\$ 24,500.00	\$ 29,800.00	\$ 29,800.00
Decorative Bar*			
Decorative Pilons*			
Trail to Beach*			
YC Parking Lot*		\$ 22,600.00	
	<b>\$ 135,900.00</b>	<b>\$ 136,885.46</b>	<b>\$ 35,381.46</b>
Chamber Donation		\$ 26,000.00	\$ 26,000.00
Water Carnival Committee**		\$ 10,000.00	
America in Bloom Grant~			
DIRRR Region Trails Grant°			
ARPA Funding	\$ 104,787.05	\$ 104,787.05	\$ 104,787.05
<b>Balance</b>	<b>\$ (31,112.95)</b>	<b>\$ 3,901.59</b>	<b>\$ 95,405.59</b>

\*Not approved during initial ARPA discussion.

\*\*Pending City Approval of Decorative Bar

~Application due by Nov. 1

°In process with DIRRR



**Supplemental Information**  
**Regular City of Hoyt Lakes Council Meeting**  
**04/08/2024**

**11.14 Summer seasonal employees hiring.**

The City is looking forward to warmer weather!

We typically hire for the following departments, with the following timelines.

Due by May 3, 2024:

- Recreation – ball field maintenance (summer students)
- Public Works – mower operators, general labor (summer students)
- Public Utilities – general labor (summer students)
- Golf Course – mower operators (summer students), assistant greenskeeper (summer student and/or seasonal part-time)
- Arts & Crafts – Assistant (summer student)

Due by April 26, 2024:

- Arts & Crafts – Instructor (seasonal part-time)

Potential motion:

Moved by \_\_\_\_\_ supported by \_\_\_\_\_ to approve advertising for hiring seasonal summer positions.