

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

Monday, September 22, 2025
5:30 pm

1. ROLL CALL

Councilors in attendance: ☐Grams ☐Jarvela ☐Eckman ☐Mathison ☐Mayor Scott
ALSO PRESENT: Administrator Weiberg, Directors:

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 Council Meeting – September 08, 2025
- 4.2 Special Council Meeting – September 08, 2025
- 4.3 Special Council Meeting – September 15, 2025

5. CORRESPONDENCE *

- 5.1 Hoyt Lakes Public Library August 19th Minutes

6. FINANCIALS –*

7. GUESTS/CITIZEN FORUM

- 7.1 Jim Keopke – Update on the Mountain Bike Trail

8. REPORTS FROM STAFF

City Administrator Weiberg
Recreation Director Peterson
Library Director Lammi
Public Works Director Snetsinger
Public Utilities Director Benda
EMS Director Olmstead
ERPD Chief Klovstad
Fire Chief House
Mesabi East Youth Sports Coordinator Mark Goerd
City Attorney Joel Lewicki

9. REPORTS FROM ELECTED OFFICIALS

Councilor Grams
Councilor Jarvela

Councilor Eckman
Councilor Mathison
Mayor Scott

10. OLD BUSINESS

10.1 Verizon Cell Tower Land Lease Agreement

11. NEW BUSINESS

- 11.1 Approval of Resolution 2025-027 to Accept a \$4,280.00 from Mesabi East Blueline Club
- 11.2 Bingo Application from Hoyt Lakes Water Carnival
- 11.3 Yard and Garage Sale Potential Ordinance Discussion
- 11.4 Joint and Cooperative Amended Ambulance Agreement

12. ADJOURNMENT

Next Council Meetings:

- Wednesday, September 24, 2025 @ 4:30 pm – Budget Planning
- Tuesday, October 14, 2025 @ 5:15 pm – Public Hearing
- Tuesday, October 14, 2025 @ 5:30 pm – Regular Meeting
- Monday, October 27, 2025 @ 5:00 pm – Public Forum
- Monday, October 27, 2025 @ 5:30 pm – Regular Meeting

Minutes
Regular City of Hoyt Lakes Council Meeting
City Hall Council Chambers

Monday, September 8th, 2025
 5:30 pm

1. ROLL CALL

Councilors in attendance: ☒ Grams ☒ Jarvela ☒ Eckman ☒ Mathison ☒ Mayor Scott
 ALSO PRESENT: Administrator Weiberg, Directors: Lammi, Snetsinger, Benda, Olmstead, Peterson

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 Special Council Meeting - August 20th, 2025
- 4.2 Public Forum Minutes – August 25th, 2025
- 4.3 Regular Council Meeting – August 25th, 2025

5. CORRESPONDENCE *

- 5.1 Commission of Minnesota Cities Request for Participation in a working group
- 5.2 MN Dept. of Revenue 2025 Taconite Municipal Aid
- 5.3 LMC (Range Reliable) Property/Casualty Coverage Renewal

6. FINANCIALS –*

a. Approval for Payment – Claims

- 6.1 Disbursements – \$298,971.76
- 6.2 Payroll - \$88,295.37
 - 6.2.1 Payroll - \$77,353.45
 - 6.2.2 Benefits - \$10,941.92
 - 6.2.3 Insurance - \$1,164.50

7. GUESTS/CITIZEN FORUM

- 7.1 Johan Winkelaar – Hoyt Lakes Shopping Center Presentation

8. REPORTS FROM STAFF

City Administrator Weiberg provided an update on the training he attended September 4th & 5th provided by the League of Minnesota Cities and will be attending training again on September 11th and 12th.

Library Director Lammi updated Council on the all the activities coming up the rest of the month.

Public Works Director Snetsinger reported on the county road project, the storm ditch clearing work that is in progress, and the preparation for winter coming up.

Public Utilities Director Benda updated on the work in Public Utilities.

EMS Director Olmstead will be inspecting the new ambulance being built prior to it being shipped to the city.

City Attorney Joel Lewicki - nothing to report.

9. REPORTS FROM ELECTED OFFICIALS

Councilor Grams attended a grant writing class in Chisholm.

Councilor Jarvela discussed the Boase school and the Leeds back lots parcel issues which are in the process of being sorted out by Bolton and Menk engineering.

Councilor Eckman attended the East Range Public Safety Board meeting and advised the Council of an informational meeting that will be held in Aurora regarding a Level Three sex offender who will be living in Aurora.

Councilor Mathison followed up with a request for a seasonal pass that can be used for the campground shower facilities. In talking with the campground managers, they recommended not allowing this as an option as they are already struggling to keep people out that are not staying at the campground and leaving a mess behind, including drug paraphernalia. Suggested that we look at this issue prior to next year.

10. OLD BUSINESS - None

11. NEW BUSINESS

11.1 Temporary Financing – Water Treatment Project Engineering

Moved by Jarvela; supported by Grams to approve Temporary Financing as proposed by David Drown Associates, Inc. in the amount of \$1,690,000.00 for the engineering and design to be completed for connection with and modifications to the East Range Water Treatment Facility. Motion carried unanimously.

11.2 Northland Constructors Topcon Laser Reimbursement Request

Moved By Mathison; supported by Jarvela to Deny the Topcon Laser reimbursement request from Northland Constructors in the amount of \$4,496.38. Motion carried unanimously.

11.3 Max Grey Hoyt Lakes Wellness Center Renovation Project Pay Application #11

Moved By Grams; supported by Mathison to approve the Max Grey pay request #11 for the Hoyt Lakes Wellness Center Renovation Project in the amount of \$140,992.02. Motion carried unanimously.

11.4 Resolution 2025-024 Fire Department Pension Plan Funding

Moved By Jarvela; supported by Grams to approve Resolution 2025-024 to increase the benefit level from \$2,100 to \$2,600 per year of service effective January 1st, 2026.

In Favor: Jarvela, Grams, Mathison

Abstained: Eckman, Scott

Motion Carried

11.5 Resolution 2025-025 Authorization for City Administrator to seek funding

Moved By Jarvela; supported by Eckman to approve Resolution 2025-025 Authorization for City Administrator to seek funding from the IRRRB for the Reconstruction of Westover and the Relocation of the RV Dump Station to the East side of the street. Motion carried unanimously.

11.6 Zamboni Operator advertising

Motion by Grams; supported by Mathison to post for the part time Zamboni Operator position. Motion carried unanimously.

12. ADJOURNMENT

Motion by Grams; supported by Jarvela for adjournment. Motion passed unanimously. Meeting adjourned at 6:39 pm.

Next Council Meetings:

Monday, September 15, 2025@ 4:30 pm– Budget Planning

Monday, September 22, 2025@ 5:00 pm – Public Forum

Monday, September 22, 2025@ 5:30 pm – Regular Meeting

Wednesday, September 24, 2025@ 4:30 pm –Budget Planning

Brennan Scott, Mayor

ATTEST:

Dean Weiberg, City Administrator

Minutes
Special City of Hoyt Lakes Council Meeting
City Hall Council Chambers

Monday, September 08, 2025
6:45 pm

1. Roll Call

Meeting called to order at 6:45 pm.

Councilors in attendance: ☒ Grams ☒ Jarvela ☒ Eckman ☒ Mathison ☒ Mayor Scott

2. 2026 Department Capital Request Discussion

2.1 Directors presented their capital requests for 2026 to the Council for consideration.

3. Adjourn

Motion by Grams; supported by Mathison to adjourn. All in favor; motion passed unanimously.

Meeting adjourned at 7:45 pm.

Brennan Scott, Mayor

ATTEST:

Dean Weiberg, City Administrator

Minutes
Special City of Hoyt Lakes Council Meeting
City Hall Council Chambers

Monday, September 15, 2025
4:30 pm

1. Roll Call

Meeting called to order at 4:30 pm.

Councilors in attendance: ☒ Grams ☐ Jarvela ☒ Eckman ☒ Mathison ☒ Mayor Scott

Absent: Jarvela

2. Resolution 2025-026 Authorization of the Issuance and Sale of a General Obligation Bond

2.1 Motion by Eckman; Supported by Grams to Approve Resolution 2025-026 Authorizing the Issuance, Sale and Delivery of a \$1,690,000 General Obligation Temporary Utility Revenue Note, Series 2025B.

For: Grams, Eckman, Scott Mathison

Appose: None

Absent: Jarvela

3. 2026 Budget Discussion

3.1 Administrator Weiberg presented a preliminary Full Year 2026 Budget and Levy options. Administrator Weiberg to make the changes suggested by councilors and will be presented at the special council meeting on September 24th.

4. Adjourn

Motion by Grams; supported by Eckman to adjourn. All in favor; motion passed unanimously. Meeting adjourned at 6:07 pm.

Brennan Scott, Mayor

ATTEST:

Dean Weiberg, City Administrator

HOYT LAKES PUBLIC LIBRARY

Aug 19, 2025

The meeting was called to order at 5:01 p.m. by Chair Holly Gross. Present: Sharon Nelson, Holly Gross, Sheri Zins, Sarah Royseth, Michele Lammi, and Council Liaison Jill Eckman. Shelly Leffel was absent for cause.

MINUTES from July 15 were read and approved. A motion was made by Sharon and seconded by Sheri to approve the minutes. Unanimously carried.

TREASURER'S REPORT AND NEW INVOICES: The Treasurer's Report and new invoices were read and approved. A motion was made by Holly and seconded by Sharon to approve the Treasurer's Report and new invoices. Unanimously carried.

LIBRARIAN REPORT: There were 8 new registrations in July. Local usage was 81%. TalkBox had 4 uses, Cricut had 1 and lockers had 0. Downloadable items and Hoopla total 380. Hoopla usage was 142. ILL's sent out were 175. ILL's received were 131. The total circulation for July was 1276. Computer usage was 168. A motion was made by Sheri and seconded by Holly to approve the Librarian's Report. Unanimously carried.

OLD BUSINESS:

1. 2026 Budget was discussed. A motion was made by Sarah and seconded by Sheri to submit the budget with proposed changes as discussed. Unanimously carried.
2. Library staff retreat day, Aug 21, all day, library closed
3. Summer Reading program had 89 participants and a 95% completion rate. Final prize winners: \$100 Visa (James Beauregard) Sky/AdventureZone (Sylvia Ridlon) MarioKart (Neveah Timmerman) Magnetic stuff (Maya Tasson). 192 ppl visited the photo booth/prize wheel during the WC Turtle Races.
4. The book sale earned \$939.39.
5. Staff is working on dusting/organizing the stacks and organizing past Board minutes/Treasurer's reports. Also inventory of program supplies is underway.

NEW BUSINESS:

1. Upcoming programs:
 - a. September is library card sign-up month
 - b. Colorful coiled basket workshop, Sept 8, 1-3:30pm, limited space
 - c. Movie Thursdays, Sept 11, 1pm, World Trade Center
 - d. Dave's Coin appraisal, Sept 13, 10am – 2pm
 - e. Tuesday Creations – craft, Sept 16, 11am, Cricut project
2. Saturday Sept 6 the Library will open again on Saturdays 10-2 until Memorial Day.
3. Mass postal mailing to HL residences will advertise our services.

The next Library Board meeting will be Tuesday Sept 16, 2025 at 5:00pm.

A motion was made by Holly and seconded by Sharon to adjourn at 6:01pm. Unanimously carried.

Respectfully submitted,

Sarah Royseth

Lessee Site ID: DUL Hoyt Lakes/5000004903
Legal Contact: Frank Boucek/ Ginsberg Jacobs LLC
Effective Date:

10.1

LAND LEASE AGREEMENT

This Land Lease Agreement (the "**Agreement**") is made by and between the City of Hoyt Lakes, a Minnesota body politic, with its principal offices located at [Insert Lessor's Address], ("**Lessor**") and CommNet Cellular Inc., a Colorado corporation d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**"). Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** Lessor hereby grants to Lessee the right to install, maintain, replace, add and operate communications equipment ("**Use**") upon a portion of that real property owned, leased or controlled by Lessor located at 206 Kennedy Memorial Drive, in the City of Hoyt Lakes, St. Louis County, Minnesota 55750 (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The portion of the Property to which Lessee has rights for its Use contains approximately 10,000 square feet and is more particularly described and/or depicted on Exhibit "B" attached hereto and made a part hereof (together with the Easements granted pursuant to Paragraph 5, the "**Premises**").

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for five (5) years beginning on the first day of the month immediately following the date upon which Lessee begins installation of Lessee's communications equipment on the Premises (the "**Commencement Date**") and will be acknowledged by the Parties in writing, including electronic mail.

3. **EXTENSIONS.** The initial term of this Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee gives Lessor written notice of its intent to terminate at least three (3) months prior to the end of the initial term or the then current extension term, as may be applicable. The initial term and any extension terms shall be collectively referred to herein as the "**Term**".

4. **RENT.**

a. Rental payments shall begin on the Commencement Date and be due at a total annual rent of Six Thousand and 00/100 Dollars (\$6,000.00), to be paid in equal monthly installments on the first day of the month, in advance, to Lessor at [Insert Lessor's Payment Address] or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rent payment due date by notice given in accordance with Paragraph 4(d) below. Rent shall accrue starting on the Commencement Date; however, the initial rent payment(s) will be delivered no later than 90 days after (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4(c)), or (ii) the written acknowledgement confirming the Commencement Date, whichever is later. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

b. Each year during the Term, as of the anniversary of the Commencement Date, annual rent shall increase by two percent (2%) over the rent for the immediately preceding year

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c. For any party to whom rental payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully- executed state and local withholding forms, if required; (iii) Lessee's payment direction form; and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee (collectively, the "Rental Documents"). If the Rental Documents are not provided by Lessor, or there is a change to the Lessor payee, rent shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rent payments to Lessor or its designee or successor in interest, as applicable, until 90 days after Lessee receives the required Rental Documents. Thereafter, Lessee shall deliver the accrued rent payments in accordance with the Rental Documents.

d. Lessor must register in the Verizon Landlord Connect portal ("**VLC Portal**") at <https://landlordconnect.verizon.com> and shall utilize the VLC Portal to submit changes to Lessor's account information (e.g. notice address, ownership information, banking details, email address), provide Rental Documents, view rental payments, submit an invoice/bill (e.g., utilities) for payment, and to access this Agreement or certificates of insurance.

5. ACCESS/UTILITIES. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property, to and from the Premises, for the purpose of installation, operation, and maintenance of Lessee's communications equipment over or along one or more rights-of-way ("**Easements**") shown or described on Exhibit "B". Lessee may use the Easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by Lessee for the operation of its communications equipment. In the event it is necessary, Lessor agrees to grant Lessee or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by Lessor. In the event of any power interruption at the Premises, Lessee shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of debris. Lessor represents and warrants to Lessee that as of the Effective Date, the Property is in compliance with all Laws (as defined in Paragraph 26), including EH&S Laws (as defined in Paragraph 23).

7. IMPROVEMENTS. The communications equipment, including without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements, shall be at Lessee's expense, and installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to Lessee, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. Lessee shall only be required to obtain Lessor consent for modifications that increase the square footage of Lessee's Premises. Lessor shall respond in writing to any Lessee consent request within 30 days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with

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any Lessee modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional square footage of ground space included in the Premises.

8. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively, the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit Lessee's Use. Lessor shall cooperate with Lessee in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any radio frequency signs as are necessary to ensure Lessee's compliance with Laws (as defined herein).

9. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor: (i) if any applications for such Government Approvals should be finally rejected; (ii) if any Government Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by any Government Entity; (iii) if Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) if Lessee determines any structural analysis is unsatisfactory; (v) if Lessee, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months' prior notice to Lessor, upon the anniversary of the Commencement Date; or (vii) at any time before the Commencement Date, for any reason or no reason, in Lessee's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 general aggregate. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy.

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b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 28, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering Party via telephone to Lessee's Network Management Center (at 1-800-264-6620 or 1-800-621-2622) or to Lessor (at [Insert Lessor's phone number]), the interfering Party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL; HOLDOVER.

a. Within 90 days of the expiration or earlier termination of the Agreement, Lessee shall remove Lessee's communications equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that Lessee's communications equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

b. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, Lessee may remain on the Premises until the amendment or new lease has been executed, provide Lessee shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. RIGHT OF FIRST REFUSAL. If, at any time after the Effective Date, Lessor receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in

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the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("**Lessor's Notice**"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to Lessor by the third party offeror. Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If Lessee fails to provide written notice to Lessor that Lessee intends to meet such bona fide offer within 60 days after receipt of Lessor's Notice, Lessor may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If Lessee provides Lessor with notice of Lessee's intention to meet the third party offer within 60 days after receipt of Lessor's Notice, then if Lessor's Notice describes a transaction involving greater space than the Premises, Lessee may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, Lessor acknowledges and agrees that if Lessee exercises this right of first refusal, Lessee may require a reasonable period to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. Lessee may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

16. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property, or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the Effective Date and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use.

18. ASSIGNMENT/SUBLETTING. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. Lessee may assign this Agreement to (i) any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization without any notice to, or approval or consent of, Lessor or (ii) a company that is engaged in the business of owning and/or operating communications towers (a "**Tower Company**") without prior written approval or consent of Lessor,

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provided Lessee shall provide Lessor written notice of any Tower Company assignment. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Lessee may sublease the Premises in Lessee's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that Lessee may have designated to Lessor by like notice or that Lessor may have designated to the Lessee in the VLC Portal):

Lessor: City of Hoyt Lakes

[Insert Lessor's Notice Address - **CANNOT BE A P.O. BOX**]

_____[Street, Suite #]

_____[City, State, Zip Code]

Attn: _____[Addressee's Name]

Lessee: CommNet Cellular Inc.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, Lessor shall obtain a Non-Disturbance Agreement (as defined below) and/or any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by Lessor which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to

Lessee, and containing the terms described below (the “**Non-Disturbance Agreement**”), which recognizes Lessee's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's (“**Lender's**”) agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a “**Purchaser**”) acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (a) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (b) agrees to attorn to Lender if Lender becomes the owner of the Property, and (c) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and Lessee shall be entitled to deduct and setoff against all rents or fees that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

21. DEFAULT. It is a “**Default**” if (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (b) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within 5 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this paragraph do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so) perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

23. ENVIRONMENTAL. Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (“**EH&S Laws**”). Lessee shall indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the

Lessee Site ID: DUL Hoyt Lakes/5000004903
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Effective Date:

extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to a mutually agreeable location to avoid such hazardous substances. Lessee may also, at its option (but without obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case, Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, rent shall abate until Lessee's Use is restored. If Lessee's Use is not restored within 45 days, Lessee may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to Lessee's communications equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (a) all Laws relating solely to Lessee's specific and unique nature of use of the Premises and (b) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

27. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such Tax from Lessee. Except as provided in this paragraph, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written

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consent of the other Party or as required by law. If a disclosure is required by law, prior to disclosure, the disclosing Party shall notify the non-disclosing Party and cooperate with the non-disclosing Party to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. SIMILAR TERMS AND CONDITIONS. Lessor represents and warrants that the rent, benefits and terms and conditions granted to Lessee by Lessor hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by Lessor to other parties. If at any time during the Term Lessor shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then Lessor shall, within 30 days after the effective date of such offering, notify Lessee of such fact and offer Lessee the more favorable offering. If Lessee chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to Lessee. Lessee shall have the right to decline to accept the offering. Lessor's compliance with this requirement shall be subject, at Lessee's option, to independent verification.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the Lessor and the Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Lessor or the Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessor agrees to execute a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signatures appear on the following page.]

Lessee Site ID: DUL Hoyt Lakes/5000004903
Legal Contact: Frank Boucek/ Ginsberg Jacobs LLC
Effective Date:

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

Lessor:

City of Hoyt Lakes, a Minnesota body politic

By: _____

Name: _____

Its: _____

Date: _____

Lessee:

CommNet Cellular Inc. d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

Lessee Site ID: DUL Hoyt Lakes/5000004903
Legal Contact: Frank Boucek/ Ginsberg Jacobs LLC
Effective Date:

EXHIBIT "A"

PROPERTY DESCRIPTION

[To be confirmed with Survey]

The Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4) Section Sixteen (16), Township Fifty-eight (58) North of Range Fourteen (14) West of the Fourth Principal Meridian, according to the United States Government Survey thereof, LESS AND EXCEPT the lands in Deed Instrument Nos. 638595, 638596, 638597, 638598, 638599, 694438, 694439, and 694441.

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EXHIBIT "B"

PREMISES DESCRIPTION

[Insert Survey that must include a legal description of the Premises and Easement]

11.1

**City of Hoyt Lakes
Resolution 2025-027**

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, Mesabi East Blueline Club has donated the following amount to the City and has requested the following use:

<u>Requested Use</u>	<u>Amount</u>
Rubber Matting at Arena	\$4,280.00

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 donation described above is 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 22nd day of September 2025.

Brennan Scott, Mayor

Attest:

Dean Weiberg, City Administrator

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: Hoyt Lakes Water CarnivalPrevious Gambling Permit Number: XB-04862

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 41-1686048Mailing Address: PO Box 219City: Hoyt Lakes State: MN Zip: 55750 County: St. LouisName of Chief Executive Officer (CEO): Dan DarboCEO Daytime Phone: 2187500495 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)Email permit to (if other than the CEO): csgrams@frontiernet.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal
 ☐ Religious
 ☐ Veterans
 ☒ Other Nonprofit Organization
Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☒ Yes ☐ NoIf yes, list the dates when bingo was conducted: July 26 and 27, 2025

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: November 15, 2025

-OR-

☐ conducted on up to 12 consecutive days in connection with a:☐ county fair Dates: _____☐ civic celebration Dates: _____☐ Minnesota State Fair Dates: _____Person in charge of bingo event: Dan Darbo Daytime Phone: 2187500495Name of premises where bingo will be conducted: Hoyt Lakes ArenaPremises street address: 102 Kennedy Memorial DriveCity: Hoyt Lakes If township, township name: _____ County: St. Louis

LG240B Application to Conduct Excluded Bingo5/24
Page 2 of 2**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: Hoyt LakesSignature of City Personnel:

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel:

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)Print Name: Dan Darbo**MAIL OR FAX APPLICATION & ATTACHMENTS**

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization.
Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. A list of licensed distributors is available on the Gambling Control Board's website at www.mn.gov/gcb.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Example

11.3

AN ORDINANCE REGULATING AND RESTRICTING "GARAGE SALES" AND "YARD SALES" IN THE TOWNSHIP OF _____, _____ COUNTY.

BE IT ENACTED AND ORDAINED by the Council of the Township of _____, County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same:

SECTION 12.4 - TITLE This local Ordinance shall be known as the "Ordinance Regulating and Restricting Garage Sales".

SECTION 12.4.1 - PURPOSE Such rules and regulations as set up in this Ordinance designed to control and restrict garage sales in order to protect the public health, safety and convenience and to restrict such sales to casual and/or occasional occurrences only in keeping with the character of the neighborhood where this activity is carried on and with the Zoning Laws of the Township of _____, _____ County. The intent of this Ordinance is to eliminate perpetual prolonged and extended garage sales in residential areas. Such sales if carried indefinitely tend to become retail businesses in residential areas and zones, create a nuisance and usually violate the zoning regulations of the Township of _____, _____ County. The provisions of this Ordinance arise from the need to limit, regulate, restrict and control garage sales.

SECTION 12.4.2 - DEFINITIONS As used in this Ordinance, the following terms shall have the meanings indicated:

GARAGE SALES:

- (a.) The sale or offering for sale of ten (10) or more new, used or secondhand items of personal property at any one (1) residential premises at any one (1) time.
- (b.) Includes all sales in residential areas entitled "garage sales", "yard sales", "tag sale", "porch sale", "lawn sale", "attic sale", basement sale", "rumage sale", "flea market sale", or any similar casual sale of tangible personal property.
- (c.) GOODS: Includes any goods, warehouse merchandise or other personal property capable of being the object of a sale regulated hereunder.
- (d.) PERSONS: Includes individuals, partnerships, family groups, voluntary associations and corporations.
- (e.) TOWNSHIP OF _____: Includes all residential dwellings located within any type of zone, zoned areas, zoning districts, whether or not said areas or zones are residential, business, commercial or otherwise, within the geographic boundaries of the Township of _____, _____ County.

SECTION 12.4.3 - PERMIT REQUIRED; FEE; CONDITIONS FOR SALES

- (a.) It shall be unlawful for any person to conduct a garage sale within the geographic boundaries of the Township of _____, _____ County, without first obtaining a garage sale license from the Township Office after filing an application containing the information hereinafter specified.
- (b.) The first garage sale license issued to any one person or for any one premises within one (1) twelve (12) month period shall be issued without charge. For the second such license issued in any twelve (12) month period, there shall be a non-refundable fee in the amount of ten dollars (\$10.00).
- (c.) Such license shall be issued to one (1) person or for one (1) specific premises or location only one (1) time within a two (2) week period. No more than two (2) licenses for garage sales shall be issued for the same premises or to the same person in any twelve (12) month period.

- (d.) No license shall be issued for a garage sale for longer than two (2) consecutive days.
- (e.) Each license issued under this Ordinance must be prominently displayed on the garage sale premises throughout the entire period of the licensed sale and must be exhibited to any Township Officer or Policeman upon request.

SECTION 12.4.4 - HOURS OF SALE All garage sales held pursuant to these provisions shall be conducted between the hours of 7:00 A.M. and 5:00 P.M., only on the day or days for which the license was issued.

SECTION 12.4.5 - ADVERTISEMENT

- (a.) Garage sales may be advertised through the newspapers or other media.
- (b.) A sign no larger in size than two by two (2 x 2) feet may be installed on the property where the sale is being conducted. In addition, no more than two (2) other directional signs no larger in size than two by two (2 x 2) feet may be installed on private property with the permission of said property owner. The signs may be displayed only twenty-four (24) hours prior to the date of the sale and shall be removed with twenty-four (24) hours after sale is concluded.
- (c.) No sign or other display advertising the sale shall be placed on the public right-of-way. No lighted or illuminated signs shall be used. No signs shall be permitted which are pasted, stapled, nailed, or otherwise permanently attached to public utility poles or trees within the right-of-way of any street.

SECTION 12.4.6 - EXEMPTIONS This Ordinance shall not be applicable to:

- (a.) Persons selling goods pursuant to an order of process of a court of competent jurisdiction.
- (b.) Persons acting in accordance with their powers and duties as public officials.
- (c.) Any person selling or advertising for sale an item or items of personal property which are specifically named or described in the advertisement and which separate items do not exceed nine (9) in number. Notwithstanding any provisions of this Ordinance, any person may sell up to nine (9) secondhand articles without being subject to the provisions of this Ordinance.
- (d.) Any publisher of a newspaper, magazine or other publication or other communications media who publishes or broadcasts anything in good faith without knowledge of its false, deceptive or misleading character or without knowledge that the provisions of this Ordinance have not been complied with.
- (e.) Any sale conducted by any legitimate business or commercial or industrial establishment, property zoned under the zoning regulations of the Township of _____, _____ County, and any other sale conducted by a business or commercial or industrial establishment under the protection of the non-conforming use section of the zoning laws, or by any other vendor, dealer, etc., when the sale is conducted in a properly zoned area and not otherwise prohibited by the laws and Ordinances of the Township of _____, _____ County, and Commonwealth of Pennsylvania or this Ordinance.
- (f.) Sales by a bona fide charitable, eleemosynary, educational, cultural or governmental institution, civic group, service club, religious or fraternal society or other tax-exempt organization; provided, however, that the burden of proof of establishing the exemption under this subsection shall be on the organization or institution claiming such exemption.
- (g.) Any public auction conducted by an auctioneer, licensed by the Commonwealth of Pennsylvania, having a duration of no more than two (2) days.

SECTION 12.4.7 - ENFORCEMENT

- (a.) This local law shall be enforced by the Township Police Department.
- (b.) It shall be the duty of the Police Department to investigate any violation of this Ordinance coming to its attention, whether by complaint or arising from its own personal knowledge.
- (c.) If after investigation a violation is found to exist, the Police Department shall prosecute a Complaint before a District Justice pursuant to the provisions of this Ordinance.
- (d.) The person to whom the garage sale license was issued and the person conducting the sale and the owner, tenant or occupant of the premises where the sale or activity is conducted shall be jointly or severally responsible for the maintenance of good order and decorum on the premises during the hours of such sale or activity.
- (e.) No such person shall permit any loud or boisterous conduct on such premises or permit vehicles to impede the passage of the traffic on any roads or streets in the area of the premises where the sale is being conducted.
- (f.) In the event of an emergency, all such persons shall obey reasonable orders from any member of the Township Police Department of the Township Fire Department in order to maintain the public health, safety and convenience

SECTION 12.4.8 - PENALTIES FOR OFFENSES Any person, firm, association, corporation or other entity conducting any such sale or similar activity without being properly licensed therefore, or who shall violate or fail to comply with any provisions adopted pursuant to this Ordinance or any other rules, terms, regulations or provisions adopted pursuant to this Ordinance or making any false statement on any application provided for herein shall be deemed to be in violation and the violator(s) shall be liable for a fine not less than fifty dollars (\$50.00) nor more than three hundred dollars (\$300.00) and each day that such sale or violation continues without being duly licensed shall be considered and shall constitute a separate violation.

SECTION 12.4.9 - CONSTRUUAL OF PROVISIONS It is not the intention of this Ordinance to change or amend the zoning laws, hawking and peddling laws and/or any other laws of Ordinances of the Township of _____, _____ County.

SECTION 12.4.10 - SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

SECTION 12.4.11 - EFFECTIVE DATE This Ordinance shall become effective immediately upon adoption.

ENACTED AND ORDAINED THIS _____ day of _____, .

TOWNSHIP SUPERVISORS

Chairman

ATTEST:

Vice Chairman

_____, Secretary

Secretary

The PSATS Ordinance Database includes examples that townships can use when developing their own ordinances, job descriptions, and personnel regulations. Please keep in mind that these examples are merely an informational resource for you to use in developing your own ordinance, job description, or personnel regulation. PSATS does not guarantee the legal effectiveness of any of these examples, nor their appropriateness to any particular situation. These are for your judgment in consultation with your legal representative. PSATS encourages township officials to review and discuss all proposed ordinances, job descriptions, or personnel regulations with their township solicitor.

Example

11/3

Ovid, Michigan, Code of Ordinances >> - >> CODE OF ORDINANCES - >> Chapter 14 -
SECONDHAND GOODS >> ARTICLE II. - GARAGE AND YARD SALES >>

ARTICLE II. - GARAGE AND YARD SALES

Sec. 14-26. - Definitions.

Sec. 14-27. - Purpose and intent.

Sec. 14-28. - Restriction on number, duration.

Sec. 14-29. - Sales limitations.

Sec. 14-30. - Hours; parking; noise.

Sec. 14-26.- Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings respectively ascribed to them in this section:

Garage or yard sale means a sale of used household effects, appliances, clothing, china, glassware and other such items by a person from his residence by means of a display of such items in the yard, garage, patio, parking area or other like place in, around or near such residence. It shall not mean the sale of a single automobile by means of a "for sale" sign in the window of such vehicle parked near a residence.

Salesmen's or free samples means items which were packaged and designed to introduce products to consumers and which were distributed by salesmen or otherwise without charge.

Wholesale means sales in bulk or individually to dealers or persons who intend to resell such items.

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 14-27.- Purpose and intent.

It is the intent of this article to regulate and control the holding of garage and yard sales, as they may become nuisances and safety hazards if not so regulated, and so that residential areas do not become commercialized through a proliferation of such sales and similar commercial activity.

Sec. 14-28.- Restriction on number, duration.

- (a) No person shall have more than two garage or yard sales at any residence during a consecutive 12-month period without the express approval of the village planning commission.
- (b) No garage or yard sale may last more than 72 hours.

Sec. 14-29.- Sales limitations.

- (a) No wholesale sales shall be made at any garage or yard sale.
- (b) No salesmen's or free samples or the like shall be sold at any garage or yard sale.

Sec. 14-30.- Hours; parking; noise.

- (a) No garage or yard sale shall continue later than one-half hour after sunset nor begin prior to 9:00 a.m.
- (b) No garage or yard sale shall be situated so as to obstruct traffic, nor shall any sale patrons park their vehicles so as to obstruct traffic.
- (c) Excessive noise emanating from the area of any garage or yard sale is expressly prohibited.

JOINT AND COOPERATIVE
AMBULANCE SERVICES AGREEMENT
FOR THE CITIES OF HOYT LAKES AND AURORA
AND THE TOWN OF WHITE, ALL OF ST. LOUIS COUNTY, MINNESOTA
2025 - 2027

The parties to this agreement are Governmental Units of the State of Minnesota which have the responsibility, within their respective boundaries, for enforcement of their ordinances and the laws of the State of Minnesota. This Agreement is made to provide ambulance service to their citizens and may do so jointly pursuant to Minnesota Statute, Section 471.59.

Witnesseth:

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is hereby agreed as follows:

1. The City of Hoyt Lakes shall provide, supervise and manage all of the ambulance services within the territorial limits of the three aforementioned municipalities.
2. The City of Hoyt Lakes agrees that it shall furnish ambulance service to the residents of the City of Hoyt Lakes, the City of Aurora, the Town of White, and will provide all necessary ambulance drivers and attendants, materials, and supplies necessary for such service. All of the cost of the maintenance, operation, and providing of such service, including but not limited to repairs, tires, gasoline, oil, salary, and training of drivers and ambulance attendants, medical supplies necessary to operate such ambulance service, shall be divided equally, as more specifically set forth in this agreement.

Specifically, the City of Hoyt Lakes shall charge reasonable fees to the users of the ambulance, payable to the City of Hoyt Lakes Ambulance Fund, and the City of Hoyt Lakes shall provide information to the other parties as to the amount of such charges. In addition, the City of Hoyt Lakes, the City of Aurora, and the Town of White will each pay a cooperative payment per month in order to cover the shortfall between the expenses and revenues. Each party mutually agrees to support the Advanced Life Support (ALS) level of ambulance service and the subsidies that may be required. The monthly fees are as follows.

Year	Amount Due per Month
2025	\$1200.00
2026	\$1400.00
2027	\$1600.00

The parties also agree that the City of Hoyt Lakes, will transfer \$650 in 2025 and \$875 2026-2027 each month from the Ambulance Fund to the General for reimbursement of certain overhead expenses, including administration, but not including mechanical

work. Mechanical work will be tracked throughout the year and paid through a transfer to the general fund after the year is complete. ~~There will be a \$35,800 annual transfer from the Ambulance Fund to the General Fund for payment for the emergency services building.~~

The parties agree that any modification of the payment amounts set forth in paragraph 2 shall require the agreement, in writing, of all parties. In the event that the requested change is not agreed to by all three parties, this agreement may be terminated in accordance with Paragraph 11.

3. All monies received for the City of Hoyt Lakes Ambulance Fund shall be used exclusively for the operation and maintenance of the ambulance service and for replacement of equipment and ambulances.
4. The City of Hoyt Lakes shall use due diligence in providing ambulance services for the three municipalities and shall, in good faith, respond to ambulance calls with due promptness. However, it is agreed and understood that certain occurrences or circumstances could arise, such as mechanical breakdowns, inclement weather, natural disasters, multiple calls, etc., which could delay the ambulance response or result in an inability to respond.
5. It is understood and agreed that the City of Hoyt Lakes shall have the exclusive right to determine the service charges to users of the ambulances, but that the amount or basis of such charges shall not discriminate between residents of the City of Hoyt Lakes, the City of Aurora, or the Town of White. Any community not listed in this agreement will be charged a non-resident fee for ambulance services, to be set by the Hoyt Lakes City Council.
6. It is understood and agreed that the City of Hoyt Lakes is and shall remain the owner of the ambulance and of all vehicles, equipment, and supplies, and that, in the event this agreement is terminated, all such vehicles, equipment, supplies, and any funds remaining within the ambulance fund, shall remain the property of the City of Hoyt Lakes.
7. The parties agree that the payments as provided in this agreement intend to provide an equal sharing of the expenses among the three parties to this agreement. The City of Hoyt Lakes shall keep records as to the income and expenses, and shall make such records available to all other parties upon request. If expenses substantially increase or decrease or revenues substantially increase or decrease, due to no fault of any of the parties herein, the parties agree to re-negotiate in good faith the payment terms of this contract.
8. The City of Hoyt Lakes Ambulance Fund will supply all first responders with the proper supplies needed to perform the duties of a first responder. The list of equipment supplied will be provided by the EMS Director. All supplies used by a first responder on an ambulance call will be resupplied at the scene. Any other supplies that are not

listed on the EMS Director's supplies list will be purchased by the City or Township at their expense.

9. A Tri-City Advisory Committee shall be formed and consist of the Clerk/Administrator and one Council/Board member from each Party and the EMS Director. The Committee shall meet on a regular schedule selected by Committee members for the purpose of advising and assisting in the planning and implementation of the ambulance service, and shall make recommendations to the City of Hoyt Lakes for final City Council approval.
10. Each party shall execute this agreement through its proper officers by authority conferred by the City Council and Township Board. The Clerk/Administrator of each Party shall file an executed copy of this Agreement and a certified copy of the City council authorization with the Clerk/Administrator of each of the other Parties.
11. This Agreement shall take effect on **January 1, 2025** and be automatically renewed on January 1 of each successive year without action by the Parties, unless a Party files a notice of withdrawal. Withdrawals may be accomplished by the Party filing notice with the City of Hoyt Lakes by January 1st of any year, giving notice of withdrawal at the end of said year. Financial obligations shall continue until the effective date of withdrawal.
12. In the event that a Party files a notice of withdrawal, the residents of that party will then be charged the non-service area resident ambulance fee beginning on the effective date of withdrawal.
13. The City of Hoyt Lakes agrees to defend and indemnify the City of Aurora and the Town of White for any claims or injuries related to ambulance services provided by Hoyt Lakes to those communities pursuant to this agreement. The City of Hoyt Lakes agrees to name the City of Aurora and the Town of White as additional insureds under its liability coverage. The City of Hoyt Lakes will maintain liability, property and vehicle insurance coverage at no less amounts than is statutorily required.

IN WITNESS WHEREOF, the Cities of Hoyt Lakes and Aurora and the Town of White have caused this Agreement to be executed in their behalf by their proper officers and duly authorized resolution of the respective City Councils and Township Board.

CITY OF HOYT LAKES

City Administrator/Clerk-Treasurer

Mayor

Dated: _____

CITY OF AURORA

City Administrator

Mayor

Dated: _____

TOWN OF WHITE

Township Clerk-Office Manager

Board Chairperson

Dated: _____

IN WITNESS WHEREOF, the Cities of Hoyt Lakes and Aurora and the Town of White have caused this Agreement to be executed in their behalf by their proper officers and duly authorized resolution of the respective City Councils and Township Board.

CITY OF HOYT LAKES

City Administrator/Clerk-Treasurer

Mayor

Dated: _____

CITY OF AURORA

City Administrator

Mayor

Dated: _____

TOWN OF WHITE

Jodi Knaus
Township Clerk-Office Manager

Jon Shuttin
Board Chairperson

Dated: 5/8/25

5/8/2025