

November 14th, 2024

5:30 pm

Council Meeting

Check Bills – Ron

2024 COUNCIL CHECKING BILLS

Jan. - Ron
Feb. – Wayne
March – Amy
April – Carrie
May – Scott
June - Wayne
July –Ron
August – Amy
September – Jake
October –Scott
November - Ron
December – Wayne



The City of Ashby is an equal opportunity provider & employer

NOVEMBER CITY COUNCIL MEETING AGENDA
Thursday, November 14th, 2024
Ashby City Hall – 5:30 P.M.

Pledge of Allegiance
Call to Order Regular Meeting
Additions to Agenda/Approval of Agenda

Public Comment

Visitors:

- ☞ Ashby Public School students, Activity Mapping

Consent Agenda

- ☞ Approval of Minutes and Bills

Planning Commission Recap

Economic Development Recap

Council Reports

Mayor's Report

Administration

- ☞ Clerk/Treasurer's Report

Public Safety

- ☞ Grant County Law Enforcement Report
- ☞ Fire/Ambulance Department Report
 - Request Approval
 - Purchase 2nd Ambulance

Public Works

Old Business

- ☞ Senior and Community Center Insulation
- ☞ Nursing Home Purchase Agreement Review

New Business

- ☞ Request Approval
 - Land Use Permit for N. Anderson (Small Deck)
 - Land Use Permit for Lakeside Lumber (24' x 60' shed)
- ☞ Park Region Internet Upgrade
- ☞ Canvass Election Results
 - Request Approval: Resolution 2024-19 Certify Results of the Tuesday, November 5, 2024 General Election

Adjourn

MINUTES
October Regular Council Meeting
Thursday, October 10th, 2024

Regular Meeting	A regular council meeting of the City of Ashby, MN was held at Ashby City Hall with the following members present: Mayor Amy Johnson, Scott Ellingson, Wayne Stierlen, Jacob Dahle and Ron Jaenisch. Absent: None. Also present: Clerk Thormodson, Public Works Superintendent Johnson, Deputy Clerk Klinkner and Fire Chief Risbrudt. Visitors present: none. Mayor Johnson called the meeting to order at 5:30 pm.
Agenda Approval	Upon motion from Jaenisch, seconded by Dahle, and unanimously carried, the agenda was approved.
Visitors:	None
Public Comment:	None
Consent Agenda Minutes/Claims	Upon motion from Jaenisch, seconded by Dahle and unanimously carried, council approved the consent agenda which includes minutes of the Regular Council Meeting of September 12 th , 2024, and the claims and prepaid disbursements of October 10 th , 2024 as presented and reviewed by Ellingson.
Council Reports	None
Mayor's Report	Mayor Johnson thanked the people that helped with the Welcoming Week and Beyond the Yellow Ribbon Hero Day events in Ashby. She also spoke about being on the Women Leaders in Politics Panel.
Clerk's Report	The Clerk's Report was reviewed.
Public Safety	
-Law Enforcement	The Grant County Law Enforcement was reviewed.
-Fire & Ambulance	The Fire and Ambulance report was reviewed. Fire Chief Risbrudt gave council an update on the progress of the ambulance bay expansion project.
Public Works	The shelter in the park has been closed up, bathrooms winterized, warming house cleaned out and the brush site is locked up. It is locked due to contractors dumping large amounts of debris there. Residents can stop by the office for a key during the week and the site will be left open during the weekend.
Old Business	
Community and Senior Center Insulation	Clerk Thormodson will reach out to the low bidder for clarification on their bid to ensure they understand the project. Upon motion from Stierlen, seconded by Jaenisch, and unanimously carried, council gives authority to Clerk Thormodson to make the decisions regarding insulating the Community and Senior Center to expedite the process.
Nursing Home Site	Council decided the asking price for the Nursing Home site was too high since the plan would be to demo it.
Land Purchase Update	Clerk Thormodson reached out to Donald Hotchkiss about the mailed purchase agreement. Mr. Hotchkiss informed Clerk Thormodson that he planned on signing and returning it soon. Once the city owns the land, a Public Hearing will be conducted to listen to any concerns and inform city residents about the plans for the purchased land.
Wastewater Facility Plan	The MPCA has provided preliminary approval of the Wastewater Facility Plan that addresses improvements needed to the Ashby wastewater treatment system. To access state and federal funding, an archaeological survey needs to be completed. A quote from In Situ Archaeological Consulting for the survey was reviewed by council. Upon motion from Stierlen, seconded by Jaenisch, and unanimously carried, council approved the archaeological survey quote.

New Business

Request Approvals:
***Resolution 2024-18**
PERA Increase for
Fire Department

Resolution 2024-18: Increasing PERA amount for Fire Department volunteers. Motion from Jaenisch, seconded by Ellingson to approve. Roll Call Vote: Jaenisch, Mayor Johnson, Stierlen and Ellingson in favor. Dahle abstained. Resolution 2024-18 increasing annual PERA benefit from \$1,300 to \$1,500 passed.

3rd Quarter
Financials

The general fund financials were reviewed for the third quarter of 2024.

Adjourn

Upon motion by Jaenisch, seconded by Dahle and unanimously carried, the meeting was adjourned at 6:50 pm.

November Council
Meeting

The next regular City Council Meeting will be held on November 14th, 2024 at City Hall starting at 5:30 pm.

ATTEST: _____
Mike Thormodson, City Clerk

Amy Johnson, Mayor

MINUTES
October Special Council Meeting
Thursday, October 23rd , 2024

Regular Meeting

A Special council meeting of the City of Ashby, MN was held at Ashby City Hall with the following members present: Mayor Amy Johnson, Scott Ellingson, Wayne Stierlen, Jacob Dahle and Ron Jaenisch. Absent: None. Also present: Clerk Thormodson
Visitors present: none. Mayor Johnson called the meeting to order at 5:30 pm.

Agenda Items

- **Nursing Home Site Purchase**

Dahle said he wants to proceed so the city would have the ability to make decisions about the future of the property. Jaenisch reached out to the owner after the last meeting and told him that the city would have to pursue demoing the building rather than converting it into apartments due to costs. The owner then offered to sell the property for his cost of \$35,000. Mayor Johnson stated that the Old Nursing Home site was one of the things she wanted to work on as Mayor and owning the property would be the first step. Stierlen is in favor of purchasing the property so we have control. Ellingson believes it is in the city's best interest to purchase the property. He believes many parties would be interested in an open lot in town. Stierlen asked if the city would have to take out a loan in order to purchase the property. Clerk Thormodson informed council that a loan would not be needed for the purchase. He will apply for a Demolition Loan and a Redevelopment Grant through MN DEED to help with the demolition costs. Upon motion from Jaenisch, seconded by Dahle and unanimously carried, council approved to purchase the Old Nursing Home property from Troy Hart for \$35,000. Clerk Thormodson will speak with the City Attorney about drafting a purchase agreement.

- **Land Swap for Future Skate Park**

Council was not interested in swapping land for the skate park. They feel the lot should be used for housing or for a business.

- **Community and Senior Center Insulation**

Estimates from multiple foam insulation companies were reviewed. Upon motion from Jaenisch, seconded by Ellingson and unanimously carried, council approved the bid from Hy-Tek Foam to insulate the ceiling at the Community and Senior Center for \$12,000. The insulation work should be completed by the middle of November.

Adjourn

Upon motion by Jaenisch, seconded by Stierlen and unanimously carried, the meeting was adjourned at 5:59 pm.

ATTEST: _____
Mike Thormodson, City Clerk

Amy Johnson, Mayor



12/1/2014 - December 2014 Council Bills

Date	Claim #	Check #	Paid to:	Amount
Total Prepays (Attached Disbursement Register)				\$48,640.92
Total Claims for Approval (Attached)				\$99,213.75

12/1/2014

***Disbursement Register lists all bills paid since last council meeting.
Claims List for Approval are bills to be paid after council approval.***

2024 Clerk/Treasurer's Report

October 11th - November 14th, 2024

The following is a list of work items in addition to regular monthly activities which includes all financial aspects of the City, utility billing, preparing and delivering council packets, updating web-site, posting and publishing notices, economic development tasks, maintaining work order system, publish and make changes to ordinances, keep policy book and resolution book updated and handle several items for the fire and ambulance department.

- Fire Truck USDA loan work
- CTAS (Accounting software) update
- Fire/Ambulance Meeting November 12th
- Planning Commission Meeting November 6th
- Service Line mailings
- Redevelopment Grant work
- Demolition Loan research
- Economic Development Meeting November 12th
- Liquor License Renewals

**Ashby City Activity Report
October 2024**

Title		Reported Date
Public Assist		10/1/2024
911 Hang Up		10/1/2024
Abandoned Vehicles		10/4/2024
Family Service		10/5/2024
Child Custody Dispute		10/10/2024
Animal		10/21/2024
911 Hang Up		10/21/2024
Traffic Stop		10/21/2024



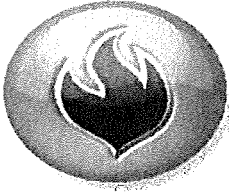
Ashby Officer Activity Report - October 2024

Employee	Date	Activity	Start	End	Time	Comment	Veh #	Miles	Weather
Johnson, Elliot	10/24/2024	CT	10:50	13:15	02:25			0	0
Total					2:25:00			0	0
Mickelsen, Kyle	10/1/2024	CT	09:50	10:50	01:00	ashby patrol	405	0	0
Total					1:00:00			0	0
Nelson, Logan	10/1/2024	CT	01:23	02:08	00:45	45 MINUTES PATROL	411	0	0
	10/7/2024	CT	17:32	18:12	00:40	40 MINUTES PATROL	411	0	0
	10/11/2024	CT	17:02	18:02	01:00	1 HOUR PATROL	411	0	0
	10/14/2024	CT	08:55	10:15	01:20	1 HOUR AND 20 MINUTES PATROL	411	0	0
	10/15/2024	CT	13:06	14:36	01:30	1 HOUR AND 30 MINUTES PATROL	411	0	0
	10/19/2024	CT	17:34	18:09	00:35	35 MINUTES PATROL	411	0	0
	10/21/2024	CT	20:41	21:01	00:20	20 MINUTES PATROL	411	0	0
	10/22/2024	CT	01:35	02:05	00:30	30 MINUTES PATROL	411	0	0
	10/23/2024	CT	01:36	02:06	00:30	30 MINUTES PATROL	411	0	0
	10/25/2024	CT	11:00	12:00	01:00	1 HOUR PATROL	411	0	0
	10/28/2024	CT	17:48	18:08	00:20	20 MINUTES PATROL	411	0	0
Total					8:30:00			0	0
Obright, Jeremy	10/8/2024	CT	23:30	01:50	02:20	patrol	403	0	0
	10/13/2024	CT	04:00	05:15	01:15	1 HOUR 15 MINUTES PATROL	403	0	0
	10/14/2024	CT	02:50	05:15	02:25	2 hrs 25 minutes patrol	403	0	0
	10/15/2024	CT	04:30	05:15	00:45	ASHBY PATROL		0	0
	10/17/2024	CT	05:40	06:40	01:00	1 HOUR PATROL	403	0	0
	10/20/2024	CT	05:45	07:15	01:30	90 minutes patrol	403	0	0
	10/21/2024	CT	22:15	22:45	00:30	30 MINUTES PATROL	403	0	0
	10/25/2024	CT	18:30	19:30	01:00	1 HOUR PATROL	403	0	0
	10/26/2024	CT	04:40	05:15	00:35	35 MINUTES PATROL	403	0	0
		CT	16:41	17:41	01:00	1 HOUR PATROL	403	0	0
	10/27/2024	CT	04:30	05:15	00:45	45 MINUTES PATROL	403	0	0
	10/28/2024	CT			00:00	ASHBY PATROL	403	0	0
	10/29/2024	CT	03:15	04:00	00:45	ASHBY PATROL	403	0	0
		CT	22:25	00:20	01:55	ASHBY PATROL	403	0	0




Ashby Officer Activity Report - October 2024

Total																								
Rude, Andy	10/2/2024	CT	22:40	01:10	02:30	PATROL															410	0		
	10/3/2024	CT	22:25	00:25	02:00	PATROL																410	0	
	10/4/2024	CT	18:50	20:20	01:30	PATROL																410	0	
	10/5/2024	CT	21:55	22:25	00:30	PATROL																410	0	
		CT	22:55	00:25	01:30	PATROL																410	0	
	10/6/2024	CT	22:00	00:00	02:00	PATROL																410	0	
	10/9/2024	CT	21:45	23:45	02:00	PATROL																410	0	
	10/10/2024	CT	22:00	23:30	01:30	PATROL																410	0	
	10/17/2024	CT	02:25	03:25	01:00	PATROL																410	0	
		CT	21:35	23:35	02:00	PATROL																410	0	
	10/18/2024	CT	21:25	22:25	01:00	PATROL																410	0	
	10/20/2024	CT	21:45	23:45	02:00	PATROL																410	0	
	10/23/2024	CT	21:55	23:55	02:00	PATROL																410	0	
	10/30/2024	CT	21:45	01:00	03:15	PATROL																410	0	
Total																							24:45:00	0
Rustand, Nolan	10/1/2024	CT	00:30	01:15	00:45																	407	0	
	10/12/2024	CT	01:05	02:05	01:00																		407	0
	10/16/2024	CT	00:30	03:00	02:30																		407	0
	10/26/2024	CT	22:30	00:00	01:30																		407	0
Total																							5:45:00	0
Skadsem, Jordan	10/4/2024	CT	23:37	00:22	00:45																		406	0
	10/5/2024	CT	15:30	16:15	00:45	ICR 24003466																	406	0
	10/9/2024	CT	17:15	17:45	00:30																		406	0
	10/16/2024	CT	15:30	16:30	01:00																		406	0
	10/18/2024	CT	18:05	18:35	00:30																		406	0
	10/21/2024	CT	20:19	20:39	00:20																		406	0
	10/24/2024	CT	22:25	23:25	01:00																		406	0
	10/31/2024	CT	23:38	00:38	01:00																		406	0
Total																							5:50:00	0
Total																							64:00:00	0



Fire Department & Ambulance Activity

Activity- October - 2024		
Ambulance Calls:	32	8 in City
Fire & Rescue Calls:	8	0 in City
		

PURCHASE AGREEMENT

1. The Parties.

THIS PURCHASE AGREEMENT, made this ____ day of _____, 2024,
by:

Troy D. Hart
Corrine Hart
16884 West Anka Road NW
Evansville, MN 56326

Seller, and

City of Ashby
203 West Main
Ashby, MN 56309

Buyer.

2. Offer to Purchase and Property Description. Buyer offers to purchase and Seller agrees to sell real property in **Grant County**, Minnesota, legally described as follows:

Lots 5 and 6 of Block H, K.N. Olson's First Addition to the Village of Ashby, Minnesota

Property Address: 305 Melby Avenue, Ashby, Minnesota

Parcel No. 17-0128-000

3. Purchase Price, Terms and Closing. The price for the real property included in this sale is **Thirty-five Thousand and no/100 (\$35,000.00) Dollars.** At closing, the purchase price shall be paid in cash or cash equivalent.

Closing shall be at the offices of Anderson Law Office, P.A., 18 Division Street E., Elbow Lake, MN 56531, on or before April 30, 2025. The exact time and date of closing shall be as agreed upon between the parties.

4. Fixtures and Personal Property. Items embedded in the land or attached to the buildings, whether by screws, nails, adhesives or other manner, are fixtures and are included in this sale.

5. Title and Delivery of Deed. Seller shall deliver, upon performance by the Buyer of the terms of this Agreement, a Warranty Deed conveying **marketable** title, subject only to the conditions and terms herein contained, and to (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions; (C) Reservation of any mineral rights by the State of Minnesota; and (D) Utility and drainage easements which do not interfere with existing improvements.

6. Real Estate Taxes and Assessments. Any and all real estate taxes and installments of special assessments, together with interest and penalties, if any, payable in 2024, and all prior years, shall be paid by Seller. Those payable in 2025 shall be prorated upon closing.

7. Damages to Real Property. None.

8. Condition of Property. Except as otherwise specified, the property is sold “as is” and “where is.”

9. Examination of Title. Buyer shall order, at its own expense, an Owners and Encumbrance report to ensure that there are no judgment, liens, or adverse interests against the property. Written objections to title, if any, shall be made within twenty-eight (28) days of receipt of the Owners and Encumbrance Report.

10. Correction of Title Defects. Seller shall have 120 days from receipt of Buyer’s written objections to make title marketable or may declare this purchase agreement null and void at Seller’s option. Upon receipt of Buyer’s title objections, Seller shall, within ten (10) business days, notify Buyer of Seller’s intention to make title marketable within the 120 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from the proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. If title corrections cannot be made in advance of closing, the parties agree to close in escrow on such terms and conditions as agreeable by the parties.

A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original

title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

- B. If notice is given and Seller proceeds in good faith to make title marketable but the 120 day period expires without title being made marketable, Buyer may declare this Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and the earnest money, if any, shall be refunded to Buyer.
- C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 120 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:
 - 1. Proceed to closing without waiver or merger in the deed to the objections to title and without waiver of any remedies and may (a) seek damages, costs, and reasonable attorney's fees from Seller as permitted by law or (b) undertake proceedings to correct the objections to title;
 - 2. Rescission of this Purchase Agreement by notice as provided herein, in which case the Purchase Agreement shall be null and void and all earnest money paid hereunder shall be refunded to Buyer;
 - 3. Damages from Seller including costs and reasonable attorney's fees, as permitted by law;
 - 4. Specific performance within six months after such right of action arises.
- D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:
 - 1. Cancel this contract as provided by statute and retain all earnest money paid hereunder as liquidated damages. The parties acknowledge their intention that any not given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
 - 2. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
 - 1. Seek damages from Seller including costs and reasonable attorney's fee;
 - 2. Seek specific performance within six months after such right of action arises.

11. Risk of Loss. Until completion of closing and delivery of possession to the Buyer, all risk of loss is on the Seller.

12. Governing Law. This Purchase Agreement is governed by the law of the State of Minnesota.

13. Waiver of Disclosure. The Seller makes no warranties, explicit or implied, as to the condition of the property. The Seller has, in good faith, based upon its knowledge at the time hereof, given notice to the Buyer of any and all material facts of which it is aware that could adversely and significantly affect the Buyer's ordinary use and enjoyment of the property for the Buyer's intended use of which the Seller is aware. Buyer is familiar with the property and understands the condition of property. The execution of this agreement constitutes a waiver of any required statutory disclosures under Minn. Stat. §§ 513.52 – 513.60.

14. Well Disclosure. A Well Disclosure, if required, will be completed at closing.

15. Sewage Treatment System Disclosure. The Private Sewage Treatment System Disclosure, if required, will be completed at closing.

16. Methamphetamine Disclosure. To the best of the Seller's knowledge, methamphetamine production has not occurred on the subject property.

17. Hazardous Substances. To the best of the Seller's knowledge, no hazardous substances or petroleum products have been placed, stored or released from or on the real property by any person in violation of any law, nor have there been any underground storage tanks located on the subject property at any time; and the Sellers warrant that they have not received any notice from any governmental authority as to violation of any law, ordinance or regulation.

18. Seller's Boundary Line, Access, Restrictions and Lien Warranties. Seller warrants that there is a right of access to the real property from a public right-of-way. The Seller warrants that there has been no labor or material furnished to the property for which payment has not been made prior to possession by the Buyers. The Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the deed.

19. Closing Costs. Buyer shall be responsible for all closing costs, fees, expenses, and charges relative to this real estate transaction. Upon execution of this Purchase Agreement, Seller will have the Abstract of Title updated, at Buyer's expense, and furnished to Buyer's attorney.

20. Entire Agreement. This Purchase Agreement constitutes the entire agreement between the parties, and any amendments or addenda or modifications must be in writing and signed by Seller and Buyer. There are no other agreements, written or oral, between the parties and concerning this transaction.

21. **Notices.** All notice required herein shall be in writing and delivered personally or mailed to the address as shown in paragraph 1 above and if mailed are effective as of the date of mailing.

22. **Other Terms.**

- a. Anderson Law Office, P.A. represents the Buyer in this transaction. Should Seller desire to retain Anderson Law Office, Seller is advised that the same constitutes a conflict of interest under the Minnesota Rules of Professional Responsibility, has been advised of the same, and consents to joint representation.
- b. This agreement may be executed in counterparts.

***TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF
THIS PURCHASE AGREEMENT.***

The undersigned Seller agrees to sell the property for the price and on the terms and conditions set forth.

_____, dated _____, 2024
Troy D. Hart

_____, dated _____, 2024
Corrine Hart

The undersigned Buyer agrees to purchase the property for the price and on the terms and conditions set forth.

CITY OF ASHBY

_____, dated _____, 2024
By: Amy Johnson, Its Mayor

_____, dated _____, 2024
Mike Thormodson, Its Clerk/Treasurer

THIS INSTRUMENT WAS DRAFTED BY:
ANDERSON LAW OFFICE, P.A.
Justin R. Anderson, #302855
18 DIVISION EAST
P.O. BOX 1014
ELBOW LAKE, MINNESOTA 56531-1014
218.685.5353



Application for Land Use Permit-Existing Residential
Residential Remodeling, Maintenance, and Additions to Existing Structures; Accessory Structures

The City of Ashby is an equal opportunity provider & employer

Ashby City Hall
203 West Main
PO Box 320
Ashby, MN 56309

Phone 218-747-2876 Fax 218-747-2886

\$500 pd 10-16-24

2024-6

Date: 10-16-24 Estimated Cost of Project: \$ 1,200
Fee Paid: 5.00
(\$5.00 for each \$10,000)

Street Location of Property 411 Larson Avenue And
Legal Description of Property:
ASHBY VOLD'S ADDITION THAT PRT LOT 2 LYING N OF LINE 1 BEG NW COR LOT 2
TH S 26' TH E TO E LINE 411 Larson Ave PACT # 17-0109-000

Owner: Name: NOLA ANDERSON Phone: 218 731-5610
Address: PO Box 133 411 Larson Ave
City: ASHBY State: MN Zip: 56309

Applicant (If other than owner):

Name: _____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Residential requirements as follows you must follow these requirements in order to receive a land use permit:
10-59B.1

- *Front yard:* Not less than 30 feet, except in the case of existing structures, the front setback will be determined to be in-line with those existing structures on that same street.
- *Side yard:* Minimum of 6 feet on one side and 8 feet on the other from outer edge of easement to structure.
- *Rear yard:* 15 feet
- *Detached accessory building setback requirements:* At least 18 inches from edge of driveway. Accessory building in the front yard must allow the 30 foot setback requirement.
- *Access:* All lots shall front on and have ingress and egress by means of a public right-of-way.

IF YOU ARE INSTALLING A FENCE - PLEASE REFER TO REQUIREMENTS AND SETBACKS IN THE ZONING ORDINANCE.

Description of Request:

Put a small deck with new steps on front of house (8'x10') + Replace front door.

Has an application for the request been previously sought? NO When? _____
By signing this application, I assert that these state are true and correct to the best of my knowledge. I also agree to follow the above-mentioned set-back requirements

Nola Anderson 10-16-24
Signature of Applicant Date

If applicable, please use the back-side of the application to show lot lines, street names, distance from side and rear lot lines, setback from front lot line to structure. For garage, show distance from garage to house, garage to side or rear lot lines. Show North direction.

Office use only Approved Denied Need Planning Commission Approval Date

Reason _____



Land Use Permit-New Construction Commercial

The City of Ashby is an equal opportunity provider & employer.

Date: 10-15-24 Estimated Cost of Project: \$ 25,000
Fee Paid: 12.50
(\$5.00 for each \$10,000 of total project cost)

203 West Main
Ashby, MN 56309
Phone 218-747-2876
Fax 218-747-2886
Email ashbycit@prtel.com

2024-7

Street Location of Property 109 Birch Avenue **OR**
Legal Description of Property:

Owner: Name: Lakeside Lumber Mike & Heather Rossum Phone: 218-747-2215
Address: 109 Birch Ave PO Box 340
City: Ashby State: MN Zip: 56309

Applicant (If other than owner):

Name: _____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Commercial requirements are as follows-you must follow these requirements in order to receive a land use permit:

- Setbacks.
 - (a) Front yards. None.
 - (b) Side yards. None.
 - (c) Rear yards. None.
- All lots shall front on and have ingress and egress by means of a public right-of-way.

Description of Request: 24x60 shed

Has an application for the request been previously sought? NO When? _____

By signing this application, I assert that these state are true and correct to the best of my knowledge. I also agree to follow the above-mentioned set-back requirements.

[Signature] 10/15/24
Signature of Applicant Date

Please attach a drawing that shows lot lines, street names, distances from side and rear lot lines, set-back from front lot line to structure. Please show north direction.

Office use only _____ Approved _____ Denied _____ Need Planning Commission Approval _____ Date _____

Reason _____

PROPOSAL FORM
Otter Tail Telcom, LLC
230 W Lincoln Ave
Fergus Falls, MN
56537218.998.2000

Proposal Submitted To: City Of Ashby
Date: 11-4-24
Phone: 218-747-2876
Address: 203 Main Street
City, State, Zip: Ashby, MN 56309

RE: Furnish & Install Ubiquiti Firewall, Switch's, Access Point.
We hereby submit specifications and estimates for:

<u>Equipment Leased:</u>	<u>Monthly</u>
1-UDM SE	\$29.00
1- 8 Port Lite Switch	\$9.00
1- 5 Port Fles Switch	\$7.00
1- Ubiquiti Pro Access Point	\$10.00

<u>Security Bundle RMM,Cyber Security MDR 24/7 Monitoring</u>	
2- Basic Security Bundles (\$6.92 each)	\$13.84

<u>One Time Charges</u>	
Installation, Programming, Termination of Cat5's.	\$330.00



Term of Lease: 3-years

Sales Tax not included

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

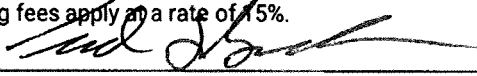
This Agreement shall automatically renew and be extended from year to year upon the expiration of the Employment Term (as extended if extended) unless terminated by either party by written notice given to the other at least three months prior to its termination date. If any such notice shall be given, this Agreement shall terminate on the next succeeding October 31.

TERMINATION FEE. YOU AGREE THAT THE FEES DUE UNDER THIS AGREEMENT FOR THE INITIAL TERM ASSOCIATED WITH YOUR PRICING PLAN OR IDENTIFIED ON THE WORK ORDER ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR THE FULL INITIAL TERM. ACCORDINGLY, YOU AGREE THAT: IF YOU TERMINATE THIS AGREEMENT DURING ITS INITIAL TERM, YOU WILL PAY THE COMPANY AN AMOUNT EQUAL TO THE TOTAL AMOUNT DUE THROUGH THE AGREEMENT PERIOD, LESS THE FEE FOR EVERY FULL CALENDAR MONTH DURING WHICH YOU MAINTAINED SERVICE. THIS AMOUNT IS A TERMINATION FEE AND IS AN AGREED UPON AMOUNT OF DAMAGES, NOT A PENALTY. NO TERMINATION FEE IS DUE IF YOU TERMINATE DURING ANY RENEWAL PERIOD, UNLESS YOU HAVE AGREED TO A SERVICE PACKAGE REQUIRING AN ADDITIONAL MINIMUM TERM COMMITMENT. YOU ARE NOT ENTITLED TO A CREDIT IF THE CALCULATION OF THE TERMINATION FEE RESULTS IN A NEGATIVE NUMBER.

Payment: Service charges for payment delinquency.

- Payments received after their due date are subject to monthly service charges of 1.5%.

Returned Products: Restocking fees apply at a rate of 15%.

Authorized Signature: 

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Signature: _____ Date: _____

Signature: _____ Date: _____

Write In Tally Sheet
Grant County
2024 General Election
November 5, 2024

City/Township Libby

Office: Spec Election Council Member

Name:	Votes:
<u>Jack Malickowski</u>	<u> </u>
<u>Tommy Stone</u>	<u> </u>
<u>William Bae</u>	<u> </u>
<u>Peter Anderson</u>	<u> </u>
<u>David Larson</u>	<u> </u>
<u>Pete Hoff</u>	<u> </u>
<u>Neil Erickson</u>	<u> </u>
<u>Nick Olson</u>	<u> </u>
<u>Michelle J. Ervold</u>	<u> </u>
<u>Karla Rylander</u>	<u> </u>

Office: School Board

Name:	Votes:
<u>Kyle Rylander</u>	<u> </u>
<u>Jack Malickowski</u>	<u> </u>
<u>Brad Bristol</u>	<u> </u>
<u>Jenna Kay</u>	<u> </u>
<u>Tom Mueller</u>	<u> </u>
<u>Mark Pollock</u>	<u> </u>
<u>Carla Pollock</u>	<u> </u>
<u>Michelle J. Ervold</u>	<u> </u>

Please attach write-in tally sheet(s) with summary statement

Write In Tally Sheet
Grant County
2024 General Election
November 5, 2024

City/Township Ashby

Office: Volunteer Work

Name:	Votes:
<u>Donald Olson</u>	<u>1</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Office: President

Name:	Votes:
<u>Jeremy Olbright</u>	<u>1</u>
<u>Jack Melikowski</u>	<u>1 1 1 1</u>
<u>Ben Johnson</u>	<u>1</u>
<u>Kristin Barry</u>	<u>1</u>
<u>Bob Shover (Out)</u>	<u>11</u>
<u>Lindsay Remond</u>	<u>1</u>
<u>Jenna Koop</u>	<u>1</u>
<u>Tiffany Bae</u>	<u>1</u>
<u>Nancy Peterson</u>	<u>1</u>
<u>Gil Olson</u>	<u>1</u>

Please attach write-in tally sheet(s) with summary statement

<u>Tom Shover</u>	<u>1</u>
<u>Brian Johnson</u>	<u>1</u>

Abstract of Votes Cast
In the Precincts of the City of Ashby
State of Minnesota
at the State General Election
Held Tuesday, November 5, 2024
as compiled from the official returns.

Summary of Totals
City of Ashby
Tuesday, November 5, 2024 State General Election

Number of persons registered as of 7 a.m.	270
Number of persons registered on Election Day	13
Number of accepted regular, military, and overseas absentee ballots and mail ballots	237
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	237

Summary of Totals
City of Ashby
Tuesday, November 5, 2024 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Council Member (Ashby) (Elect 2)	NP	WI
Wayne Stierlen	Jacob Dahle	WRITE-IN
149	175	27
Special Election for Council Member (Ashby)	NP	WI
Ronnie Jaenisch	WRITE-IN	
170	29	

Detail of Election Results
 City of Ashby
 Tuesday, November 5, 2024 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
26 0005 : ASHBY	270	13	237
City of Ashby Total:	270	13	237

Detail of Election Results
 City of Ashby
 Tuesday, November 5, 2024 State General Election

Office Title: Council Member (Ashby) (Elect 2)

Precinct	NP Wayne Stierfen	NP Jacob Dahle	WI WRITE-IN
26 0005 : ASHBY	149	175	27
Total:	149	175	27

Office Title: Special Election for Council Member (Ashby)

Precinct	NP Ronnie Jaenisch	WI WRITE-IN
26 0005 : ASHBY	170	29
Total:	170	29

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 5, 2024

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Ashby Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2024.

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

State of Minnesota
City of Ashby

I, _____, Clerk of the City of Ashby do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Ashby State General Election held on Tuesday, November 5, 2024.

Witness my hand and official seal of office this _____ day of _____, 2024.

**CITY OF ASHBY
COUNTY OF GRANT
STATE OF MINNESOTA**

RESOLUTION NO. 2024-19

**RESOLUTION TO CERTIFY RESULTS OF THE
TUESDAY, NOVEMBER 5, 2024 GENERAL ELECTION**

WHEREAS the City of Ashby held an election for the offices of two Council Members with four year terms and for one Council Member with a two year term, November 5, 2024 during the General Election; and

WHEREAS on this 14TH day of November, 2024, the City Council has met to canvass said election results;

WHEREAS the votes tabulated at said election were:

City Council 4-year term (Elect 2):

Jacob Dahle – 175
Wayne Stierlen – 149
Write-Ins – 27

City Council 2-year term (Elect 1):

Ronnie C Jaenisch – 170
Write-Ins – 29

THEREFORE BE IT RESOLVED by the Ashby City Council that the official election results for offices of Council Members for the term of 2025-2028 shall be Jacob Dahle and Wayne Stierlen. The official election results for office of Council Member for the term of 2025-2026 shall be Ronnie C. Jaenisch.

Dated: November 14, 2024

Adopted:

Amy Johnson, Mayor

ATTEST:

Mike Thormodson, Clerk

I the above-signed Clerk of the City of Ashby, hereby Certify that the above resolution is a true copy of the Resolution duly passed, adopted and approved by the City of Ashby on the 14th day of November, 2024.