

*Proctor's Vision
Proctor, rich with railroad heritage, values above all, its people and their environment. Working together
is our pathway to a safe, secure and progressive community*

Slogan: "You Have A Place In Proctor"

**AGENDA
PROCTOR CITY COUNCIL MEETING
Tuesday, January 2, 2018 – 6:00 P.M.
Council Chambers - Community Activity Center - 100 Pionk Drive**

CALL TO ORDER

ROLL CALL

OTHERS PRESENT

APPROVAL OF MINUTES **December 18, 2017 City Council Meeting Minutes**

APPROVAL OF AGENDA

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

***APPROVAL OF CONSENT AGENDA (one Council motion can accept all items listed under this agenda, plus Council can pull any individual items out of this consent agenda and discuss/act on item separately - thus leaving others to be approved via consent agenda action) - bold print denotes need for Council action**

***1. COMMUNICATIONS**

A. Public Information Letter from St. Louis County

2. PLANNING & ZONING DEPARTMENT MATTER

***3. CLERK ADVISES COUNCIL**

A. Government Fund payroll period ended 12/24/17; Liquor Fund payroll period ended 12/24/17

***4. COMMITTEE REPORTS**

A.

5. UNFINISHED BUSINESS

- *A. SRO**

6. NEW BUSINESS

- A. 2018 OFFICIAL DESIGNATIONS – Mayor Larson to appoint Deputy Mayor**
- B. 2018 COMMITTEE/COMMISSION APPOINTMENTS – Mayor Larson delegating council representatives to committee/commissions**
- C. Agreement for Professional Services Between the City of Proctor and the South St. Louis Soil & Water Conservation District**
- D. Resolution 54-17 Vacating Utility Easement (previous meeting)**
- E. Resolution 01-18 Appointing Fire Chief**

7. LABOR AND NEGOTIATIONS ISSUES – Closed Meeting

- A. Land Purchase Agreement**
- B. Confidential Administrative Assistant Contract**

6. NEW BUSINESS (CONTINUED)

- F. Land Purchase Agreement**
- G. Contract - Employee**

MEMBER CONCERNS:

Benson:

DeWall:

Nowak:

Schwarzbauer:

Mayor Larson:

Administrator:

BILLS FOR APPROVAL

General: \$58,568.20
Liquor: \$45,439.50
Total: \$104,007.70

ADJOURNMENT

Minutes of the regular Proctor City Council meeting held December 18, 2017 in the Community Center Council Chambers.

Mayor Larson called the meeting to order 6:05 pm.

MEMBERS PRESENT: Councilors Troy DeWall, Gary Nowak, Jim Schwarzbauer, Jake Benson and Mayor Phil Larson.

OTHERS PRESENT: Administrator Mark Casey; Deputy Clerk Jennifer Crown; City Attorney John Bray; Chief Gaidis; Jim Aird, Midway Township; Tom and Nancy Aldridge; Kerry Helquist, Proctor Fire Dept.; Chris and Michelle Tabbert; Richard Gruer; Zach Teran and Linnea Wiita.

APPROVAL OF THE MINUTES:

Motion by Schwarzbauer, seconded by DeWall and carried (4-1 [Benson]): To approve the December 4, 2017 Council Meeting Minutes.

Discussion by Benson that the Minutes presented are a 'Summary' of the actual minutes.

APPROVAL OF THE AGENDA:

Motion by Nowak , seconded by Schwarzbauer and carried (5-0): To approve the agenda for December 18, 2017.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:

None.

***APPROVAL OF THE CONSENT AGENDA** (one Council motion can accept all items listed under this agenda, plus Council can pull any individual items out of this consent agenda and discuss/act on item separately – thus leaving others to be approved via consent agenda action) – bold print denotes need for Council action.

Motion by Nowak, seconded by Larson and carried (5-0): To approve the Consent Agenda.

Motion by Nowak, seconded by DeWall and carried (5-0): To suspend the regular meeting and open the Public Hearing on Vacating Public Street / 3rd Street S at 6:15 pm.

Administrator Casey explained that the property in question includes:

- a 30' public utility easement along a strip of land that would be 3rd St. S. perpendicular to and between Almac Drive and lot #1 of Kingsbury Addition, (which exists on paper only), and

- 22' on the North side of 3rd St. S., and
- 22' on the South side of 3rd St. S.

Tom & Nancy Aldridge stated that property borders their property and they favor the proposed action.

Zach Teran, from Libby Circle, stated it is near his property and he was present for information.

Discussion that there are no utilities and no improvements in that area, it exists on paper only. Councilor Benson pointed out that it looks to be an extension of Anchor Street. Attorney Bray said the legal description is what identifies it. Administrator Casey reported that there was a small triangular parcel on the St. Louis County map, which has disappeared, and been replaced possibly by two other parcels, which is confusing, and being looked into by Attorney Bray.

Motion by Schwarzbauer, seconded by DeWall and carried (5-0): To close the Public Hearing and resume the regular meeting at: 6:45 pm.

***1. COMMUNICATIONS**

A. Western Lakes Sanitary Sewer District

***2. PLANNING AND ZONING DEPARTMENT MATTER**

A. Variance for Kevin Field Property

Legal Description : Lots 23, 24, and 25 of Magoffins Division of Proctorknott
Common Property Description: 212 4th Street, Parcel Code 185-0110-01730

Public Hearing held on variance request at Planning and Zoning Meeting just prior to this meeting. Commission approved the request for requested setback changes to the side yard and rear yard of property.

***3. CLERK ADVISES COUNCIL**

- A. Government Fund payroll period ended 12/10/17
- B. Liquor Fund Payroll ended 12/10/2017

***4. COMMITTEE REPORTS**

None

***5. UNFINISHED BUSINESS**

***A. SRO**

6. NEW BUSINESS

A. Resolution 54-17 Vacating of Utility Easement

RESOLUTION NO. 54-17

**A RESOLUTION VACATING UTILITY EASEMENT
RESOLUTION OF THE CITY COUNCIL.**

CITY OF) PROCTOR
COUNTY OF) ST. LOUIS
STATE OF) MINNESOTA

WHEREAS, the request that the City Council pursuant to Minnesota Statute §412.851 vacate a utility easement adjacent to Third Street South, between Bee street and Kirkus street legally described as:

Easement for utilities running in favor of the City of Proctor, described as the southerly 30' of Lot 22 Blk 1 of Kingsbury Addition to Proctor, running 537.9' feet of thereof

WHEREAS, a public hearing to consider the vacation of such easement was held on the 18th day of December, 2017, before the City Council in the City Hall located at 100 Pionk Drive at 6:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 29th day of November, 2017 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because:

The utility easement is no longer beneficial to the development of property within the immediate vicinity.

The utility easement cannot be maintained by the city.

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

Easement for utilities running in favor of the City of Proctor, described as the southerly 30' of Lot 22 Blk 1 of Kingsbury Addition to Proctor, running 537.9' feet of thereof

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Motion by: _____, Seconded by: _____ and passed by the City Council of Proctor, Minnesota this 18th day of December, 2017.

Mayor

Attested:

City Clerk

Motion by Swarzbauer, seconded by DeWall and carried (5-0): To Table action on this item to the next City Council Meeting 1/ 2/ 2018.

Discussion: Mayor Larson recommended waiting to take action until the parcel change on the St. Louis County website map is corrected or explained. There is also a pending agreement with Goldberg/Kingsbury property. Chris and Michelle Tabbert approached Council and asked for quick resolution as their home building plans are pending on this decision.

B. Resolution 55-17 Vacating of portion of Third Street South

RESOLUTION NO. 55-17

VACATING PORTIONS OF THIRD STREET SOUTH

**CITY OF) PROCTOR
COUNTY OF) ST. LOUIS
STATE OF) MINNESOTA**

WHEREAS, the request that the City Council pursuant to Minnesota Statute §412.851 vacate Third Street South, between Bee street and Kirkus street legally described as:

The Northerly 22' and southerly 22' of Third Street South running perpendicular to Almac Drive for 125 feet and ending at Lot 22 Block 1 of Kingsbury Addition to Proctor, Minnesota.

WHEREAS, a public hearing to consider the vacation of such street was held on the 18th day of December, 2017, before the City Council in the City Hall located at 100 Pionk Drive at 6:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 29th day of November, 2017 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because:

The vacation will induce private housing development increasing the tax base of the City of Proctor;
Eliminate a street that after 125 feet dead ends to private property.

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

The Northerly 22' and southerly 22' of Third Street South running perpendicular to Almac Drive for 125 feet and ending at Lot 22 Block 1 of Kingsbury Addition to Proctor, Minnesota are hereby vacated and ownership thereof shall accrue to the adjacent property owners. The City hereby expressly reserves the middle 22' as a public right-of-way.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Passed by the City Council of Proctor, Minnesota this 18th day of December, 2017.

Voting Aye: Benson, DeWall, Nowak, Schwarzbauer, and Mayor Larson

Voting Nay: None

Absent: None

Mayor

Attested:

City Clerk

Motion by Benson, seconded by Schwarzbauer and carried (5-0): To vacate the northerly 22' and the southerly 22' of 3rd Street South

C. Auditor Contract for 2018 – Wipfli

Motion by Larson, seconded by Nowak and carried (5-0) (5-0): To approve the Auditor contract with Wipfli for 2018

D. 2018 Home Occupation Permits (approved by Planning & Zoning

Motion by DeWall, and seconded by Schwarzbauer and carried (5-0): To approve the four Home Occupation Permits as recommended by the Planning and Zoning Commission.

Planning and Zoning met and recommended approval of the four Home Occupation Permits listed, This represents a reduction in total applications, letters will be sent to those approved, as well as to the previous ones that have not yet renewed.

E. 2018 Liquor Licenses (approved by Liquor Control)

Motion by Nowak, seconded by DeWall and carried (5-0): To approve the list of ten Liquor License applications, with one applicant's approval (Derailed Bar) contingent on providing proof that proper arrangements have been made to resolve property tax issues.

Discussion that the Liquor Control Committee met just prior to this meeting and recommended approval of the list of licenses, with the one contingency. Derailed Bar is to provide documentation that arrangements have been made with St. Louis County to resolve property tax issue. Noted that there is a past precedent for this action.

F. Fire Department Thermal Camera Purchase

Motion by Larson, seconded by Nowak and carried (5-0): To approve the request by the Fire Department to purchase a thermal camera.

Fire Department member Kerry Helquist explained the need for the camera, as it aids greatly in search and rescue inside burning buildings by cutting through the smoke, He added that they have also used it to locate people outdoors who have been ejected in vehicle crashes.

G. Fire Department Hiring

Motion by Schwarzbauer, seconded by Nowak and carried (5-0): To approve the Fire Department's request to hire Phillip DesMarais as a new Volunteer Fire Fighter,

Helquist explained that this hire will result in 21 members in their department, and that a full force for them would be 25. He added that this applicant will require Emergency Medical Responder course (120 hours) as well as Fire Fighter I and II (180 hours).

H. Next Council Meeting – Tuesday, January 3, 2018

Motion by DeWall, seconded by Schwarzbauer and carried (5-0): To schedule the next City Council Meeting for Tuesday, January 2, 2018, due to the January 1 Holiday and January 16, 2018 due to Martin Luther King Day.

I. Northland Alert Emergency Notification

Motion by Nowak, seconded by Schwarzbauer and carried (5-0): To explore how the City could participate in the Northland Alert Emergency Notification program that began last week.

Discussion that this program allows the City and individuals to sign up for various emergency alert messages and little or no cost due to the size of our City, and that the messaging can be broken down at several levels of use.
Chief Gaidis reported that he has a scheduled meeting with the St. Louis County Emergency Management Director for more information and details

J. Resolution 56-17 Change of Street Name

RESOLUTION NO. 56-17

**CHANGING THE NAME OF
STREET**

CITY OF) PROCTOR
COUNTY OF) ST. LOUIS
STATE OF) MINNESOTA

WHEREAS, the owners, (the City), along with the Proctor Historical Museum, have requested the name of the street running east to west in between US Highway 2 and Pionk Drive, be changed to first (1st) street 300 block; and,

WHEREAS, County and City representatives have confirmed that the name of 1st Street on the 300 block, is not duplicated in the corporate limits of the Municipality; and,

WHEREAS, County and City representatives do not have a concern with the name change as requested.

NOW THEREFORE BE IT RESOLVED, the name of Pionk Drive between US Highway 2 and Pionk Drive, be renamed to 1st Street on the 300 block and be effective upon adoption of this resolution.

Upon vote taken thereon, the following voted:

For: Benson, DeWall, Nowak, Schwarzbauer, and Mayor Larson

Against: None

Whereupon said Resolution No. 56-17 was declared duly passed and adopted this 18th day of December, 2017.

Philip Larson –Mayor

Attest:

Mark Casey – Clerk / Administrator

Motion by DeWall, seconded by Nowak and carried (5-0): To approve changing the name of Pionk Drive for the portion that runs perpendicular to Highway 2 and intersects Pionk Drive that runs in front of City Hall to the 300 block of 1st Street.

Discussion that there are currently 2 streets named Pionk Drive that run in different directions, which is confusing, 1st Street is consistent as it extends above Highway 2.

Also a request that the Museum would like the address of 332 1st St, as a commemoration of a DM & N locomotive.

K. Resolution 57-17 Support of PUC

Resolution 57-17

**SUPPORT PROCTOR PUBLIC UTILITIES COMMISSION
APPEAL TO MINNESOTA PUBLIC UTILITIES COMMISSION**

**STATE OF MINNESOTA)
COUNTY OF ST LOUIS)
CITY OF PROCTOR)**

WHEREAS, Proctor Public Utilities Commission (PUC) along with Hermantown and Rice Lake, purchases its potable water from the City of Duluth Public Utilities; and,

WHEREAS, Duluth is imposing a rate increase of 4.7% each year for the next six years equaling almost 32% compounded over the six years; and,

WHEREAS, the Proctor PUC has disputed numerous rate increases to the City of Duluth PUC with no verifiable response to the increases by the City of Duluth PUC; and,

WHEREAS, Proctor PUC has made a motion at a regular meeting of 11 December, 2017, to pursue through an appeals process to the Minnesota Public Utilities Commission; and,

WHEREAS, in partnership with the City of Hermantown and City of Rice Lake, is looking for support of their motion from the City Council of Proctor.

NOW, THEREFORE, BE IT RESOLVED, The City Council of Proctor is in full support of the Proctor Public Utilities Commission to appeal to Minnesota Public Utilities Commission, the water rate increases imposed by the City of Duluth's Public Utility Commission.

Upon vote taken thereon, the following voted:

For: Benson, DeWall, Nowak, Schwarzbauer, and Mayor Larson

Against: None

Whereupon said Resolution 57-17 was declared duly passed unanimously and adopted this 18th day of December, 2017.

Phil Larson
Mayor

Attest: _____

Mark Casey
Administrator

Motion by Larson, seconded by DeWall and carried (5-0): To support the Public Utilities Commission's Appeal to the Minnesota Public Utilities Commission regarding water rate increases by the Duluth Public Utility Commission.

Discussion that Duluth is proposing rate increases of 4.7% each year for the next 6 years.

L. Golf 2018 Budget

Motion by Nowak, seconded by Schwarzbauer and carried (5-0): To approve the 2018 budget for the Proctor Golf Course for 2018.

Discussion that 2017 went very well, operational costs have been reduced. The 2017 Summary Meeting is still to be scheduled.

M. Sewer 2018 Budget

Motion by Schwarzbauer, seconded by DeWall and carried (5-0): To approve the 2018 Sewer budget.

Discussion that projections are based on previous years. Expectation is that expenses will be less than last year, but the City has to budget for a worst case scenario. Any remaining funds stay in the sewer budget.

N. Liquor 2018 Budget

Motion by Nowak, seconded by Larson and carried (5-0): To approve the 2018 budget for the Liquor Store.

Discussion that Sunday liquor sales and the construction of the new arena should impact sales in a positive way.

O. End of Year Fund Transfers

Motion by Schwarzbauer, seconded by Larson and carried (5-0): To approve the year end transfer between funds.

Discussion that this is an annual function, where funds are transferred between accounts to allow for recoding of some expenses and revenues.

7. LABOR AND NEGOTIATIONS

A. Update on negotiations

B. Annexation Request

C. Hiring

At 7:47 p.m. a motion by Nowak and seconded by Schwarzbauer to close the meeting per MN CH 13 D to discuss updates on labor negotiations and an annexation update. Hiring to fill a vacant City position was also discussed.

6. **NEW BUSINESS**

P. Hiring

Motion by DeWall, seconded by Schwarzbauer and carried (5-0): To approve the Personnel Committee's recommendation to hire Robin Hansen for the vacant Confidential City Administrative Administrative position.

MEMBERS CONCERNS:

Councilor Schwarzbauer reported Public Safety Day in Proctor will be February 2, 2018, in which 7th - 12th graders will have the opportunity to witness and experience careers in Public Safety.

BILLS FOR APPROVAL

General Bills
\$89,591.57

Liquor Bills
\$35,659.63

\$125,251.20 TOTAL BILLS FOR APPROVAL

Motion by Nowak, seconded by Schwarzbauer and carried: To approve the General Fund and Liquor Fund bills list in the amount of \$125,521.20.

ADJOURNMENT

Motion by DeWall, seconded by Nowak and carried: To adjourn the City Council meeting at 8:25 pm.



Saint Louis County

1A

Planning and Community Development Department • www.stlouiscountymn.gov
planninginfo@stlouiscountymn.gov

Barbara Hayden
Director

TO: Cities, Towns and Other Interested Parties

FROM: Mary Anderson, Physical Planning Manager ^{MA}

DATE: December 19, 2017

RE: Subdivision Ordinance 60 proposed Safe Routes to School program language amendments

Please see attached draft language regarding Safe Routes to School (SRTS) program language. St. Louis County Public Works may be eligible for transportation grants related to the SRTS program and we are recommending the attached amendments to the St. Louis County Subdivision Ordinance 60 in order to apply for SRTS funds. No other amendments to the ordinance are proposed at this time. A public hearing to consider the amendments will be scheduled for the February 8th, 2018 Planning Commission meeting.

Please submit comments by Monday, February 5, 2018. Comments may be submitted by email to Bourbonaisj@stlouiscountymn.gov or by regular mail to the Virginia office address below. If you have questions, please contact me at 218-749-0626. Thank you.

☐ **Duluth Office**
Government Services Center
320 W 2nd St, Ste 301
Duluth, MN 55802
Phone: (218) 725-5000
Toll Free In MN: 1-800-450-9777
Fax: (218) 725-5029

☒ **Virginia Office**
Northland Office Center
307 1st St S, Ste 117
Virginia, MN 55792
Phone: (218) 749-7103
Toll Free In MN: 1-800-450-9777
Fax: (218) 749-7194

ST. LOUIS COUNTY SUBDIVISION ORDINANCE 60

The following definitions are proposed to be added to the Ordinance:

ARTICLE III, Section 3.2 Definitions

Safe Routes to School Program: A federal program under Title I, Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005, Public Law 109-59, and adopted by the State of Minnesota in Minnesota Statutes, Section 174.40.

Safe Routes to School Program Funding: A State of Minnesota account consisting of state bond proceeds and other funds as appropriated to be expended on eligible costs of a Safe Routes to School Program project receiving financial assistance. Assistance may be offered for acquisition of land or permanent easements, predesign, design, preliminary and final engineering, environmental analysis, construction and reconstruction of publicly owned infrastructure with a useful life of at least ten years that provides for non-motorized to and from a school; preparation of land for which a route to school is established, including demolition of structures and remediation of any hazardous conditions on the land; payment for the unpaid principal on debt issued by a political subdivision for a Safe Route to School project; and for any other eligible activity described in Minnesota Statutes, Section 174.40, as amended.

Safe Routes to School Administration: The Minnesota Department of Transportation program requirements and competitive process for financial assistance following Minnesota Statutes, Section 174.40, establishing criteria to evaluate capital improvements of transportation infrastructure that improves safety and encourages non-motorized transportation to and from a school.

Safe Routes to School Infrastructure: A safe and appealing non-motorized means of transportation to and from a school consistent with the Safe Routes to School Program and the Safe Routes to School Administration criteria and guidelines.

Provision D. in red is proposed to be added to the Ordinance.

ARTICLE IV GENERAL STANDARDS, Section 4.1 Application of the Ordinance

Section 4.1 Application of the Ordinance

- A. Where the provision of the Ordinance are either more restrictive or less restrictive than applicable provisions(s) of other laws, ordinances, statutes, resolutions, covenants or regulations of any kind, the more restrictive condition, standard or requirement shall prevail, except as authorized by the more restrictive agency.

PR17-26

12/11/17 - 12/24/17

3A

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CITY OF PROCTOR

Payroll Summary - General Funds

Comments: Labor Distribution

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
General Fund	General Government	Council	Full-Time Employee Regular	\$1,600.00
	Mayor	Executive - Mayor	Full-Time Employee Regular	\$600.00
	Tourism	Tourism Expenditures	Full-Time Employee Regular	\$1,632.00
	City Administrator	Municipal Operations	Full-Time Employee Regular	\$3,461.54
	City Administrator	Government Building	Part-Time Employee	\$615.70
	City Clerk	Administrative	Full-Time Employee Regular	\$1,015.58
	City Clerk	Administrative	Full-Time Employee Regular	\$385.22
	City Clerk	Administrative	Full-Time Employee Overtime	\$198.66
	Financial Administration	Accounting	Full-Time Employee Regular	\$2,230.40
	Police	Operations (Police)	Full-Time Employee Regular	\$952.28
	Police	Operations (Police)	Full-Time Employee Regular	\$735.28
	Police	Operations (Police)	Full-Time Employee Regular	\$591.09
	Police	Operations (Police)	Full-Time Employee Regular	\$15,397.02
	Police	Operations (Police)	Full-Time Employee Overtime	\$1,932.76
	Police	Operations (Police)	Full-Time Employee Overtime	\$1,324.44
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$1,778.48
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$37.84
	Police	Admin Secretary (Police)	Full-Time Employee Overtime	\$28.38
	Police	Admin Secretary (Police)	Part-Time Employee	\$581.12
	Police	Police Grant Labor	Full-Time Employee Overtime	\$349.20
	Fire	Operations (Fire)	Part-Time Employee	\$95.00
	Building Inspection	Operations (Bldg Inspection)	Part-Time Employee	\$192.31
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$758.79
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$300.38
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$384.48
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$1,585.46
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$60.08
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$502.88
	Streets & Roadways	Sanding	Full-Time Employee Regular	\$432.54
	Streets & Roadways	Sanding	Full-Time Employee Overtime	\$56.48
	Streets & Roadways	Snow Removal	Full-Time Employee Regular	\$3,747.64
	Streets & Roadways	Snow Removal	Full-Time Employee Overtime	\$764.54
FUND 100 General Fund				\$44,327.57
Sewer Fund	Public Works	Sewer	Full-Time Employee Regular	\$225.92
	Public Works	Pump Station	Full-Time Employee Regular	\$28.24
FUND 500 Sewer Fund				\$254.16
				\$44,581.73

CITY OF PROCTOR
Payroll Summary - Liquor Fund
Comments: Labor Distribution

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FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
Liquor Fund	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$85.28
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$1,620.32
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Overtime	\$63.96
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$2,582.61
FUND 600 Liquor Fund				\$4,352.17
				<u>\$4,352.17</u>

CITY OF PROCTOR
Council Packet - Gen/Liq
Pay Group Description: City -Bl-wk
Pay Period: 26

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Location Description	Hours	Shift Multiplier	Amount	Pay Group Description
Location Description POLICE				
Shift Multiplier 1.5				
POLICE	12.00	1.5	\$523.80	City -Bl-wk
POLICE	5.00	1.5	\$218.25	City -Bl-wk
POLICE	12.00	1.5	\$523.80	City -Bl-wk
POLICE	7.00	1.5	\$198.66	City -Bl-wk
POLICE	1.00	1.5	\$28.38	City -Bl-wk
POLICE	12.00	1.5	\$523.80	City -Bl-wk
POLICE	5.00	1.5	\$164.93	City -Bl-wk
POLICE	12.00	1.5	\$395.82	City -Bl-wk
POLICE	6.50	1.5	\$283.73	City -Bl-wk
POLICE	8.00	1.5	\$349.20	City -Bl-wk
POLICE	12.00	1.5	\$404.82	City -Bl-wk
POLICE	5.00	1.5	\$218.25	City -Bl-wk
Shift Multiplier 1.5	97.50		\$3,833.44	
Location Description Street Department				
Shift Multiplier 1.5				
Street Department	7.50	1.5	\$270.34	City -Bl-wk
Street Department	11.00	1.5	\$465.96	City -Bl-wk
Shift Multiplier 1.5	18.50		\$736.30	
Shift Multiplier 2				
Street Department	1.00	2	\$56.48	City -Bl-wk
Street Department	0.50	2	\$28.24	City -Bl-wk
Shift Multiplier 2	1.50		\$84.72	
Pay Group Description City -Bl-wk	117.50		\$4,654.46	
Location Description Liquor Store				
Shift Multiplier 1.5				
Liquor Store	2.00	1.5	\$34.50	Liq -Bl-Wk
Liquor Store	2.00	1.5	\$63.96	Liq -Bl-Wk
Liquor Store	2.00	1.5	\$43.29	Liq -Bl-Wk
Shift Multiplier 1.5	6.00		\$141.75	
Pay Group Description Liq -Bl-Wk	6.00		\$141.75	
	123.50		\$4,796.21	

T2D grant

6A

2018 OFFICAL DESIGNATIONS**January 2018**

City Hall	100 Pionk Drive	624-3641
PUC	100 Pionk Drive	624-4055
Council Chambers	100 Pionk Drive	628-6289
Police	100 Pionk Drive	624-7788
<u>Official Newspaper:</u>	The Proctor Journal	624-3344
<u>Official Depositories:</u>	First National Bank, Proctor	628-1088
	Proctor Federal Credit Union	624-5761
	MN 4M Fund	(612) 341-6438
	RBC Capital Markets	(612) 371-7845
	RBC Dain Rauscher (Fire Relief)	(218) 724-2100
	Northland Securities	(800) 851-5920
	Springsted Inc.	
	PMA Network (4M Fund)	

<u>Mayor:</u>	Philip Larson	City Hall	624-3641
<u>Deputy Mayor:</u>	Gary Nowak	320-9 th Street	628-2387
<u>Responsible Authority:</u>	Mark Casey	City Administrator	624-6261
<u>Compliance Officer:</u>	John Bray	31 W. Superior St., Ste 402	726-0805, ext 116
<u>Designee of Records:</u>	Robin Hansen	City Hall	624-3641
<u>Prosecuting Atty:</u>	Ron Envall	130 W. Superior St.	727-5384
<u>Bldg Official:</u>	Jim Rich		729-3610
<u>Bldg Inspector:</u>	Jay Boysen		341-9556
<u>Elec Insp:</u>	Ron Beldo	State of Minnesota	744-1408
<u>Plumbing Insp:</u>	Robert Renaud		260-5272
<u>Chief of Police:</u>	Kent Galdis	Chief of Police	628-6276

6B

2018 COMMITTEE/COMMISSION APPOINTMENTS
January 2018

PROCTOR CITY COUNCIL

Mayor:	Philip Larson	City Hall	624-3641
Deputy Mayor:	Gary Nowak	320-9 th Street	628-2387
Council:	James Schwarzbauer	827 Almac Drive	624-0187
	Troy DeWall	302-2 nd Street	624-3322
	Jake Benson	215 Fifth Street	624-3344

PUBLIC UTILITIES COMMISSION

Chair:	Jennifer Peterson	1225 N 3 rd Ave	
Mayor:	Philip Larson	City Hall	624-3641
	Carol Lind	125-3 rd Street	624-3281

STREET COMMITTEE

Jim Schwarzbauer	827 Almac Drive	624-0187
Jim Tuomi	824 6 th St	628-2117
Jay Boysen	216 8 th St	628-1395
Gerry Jones	626 4 th Street	628-2445
Jesse Annala	836 3 rd St	624-1792
Dick Kieren	1208 Birchwood Dr	624-3569
* Rick LaLonde	Street Dept Foreman	628-6269

LIQUOR CONTROL COMMITTEE

Mayor:	Philip Larson	City Hall	624-3641
	Gary Nowak	320-9 th Street	628-2387
	Dick Kari	Powerhouse- 423 3 rd Ave	624-0626
	Bill Blackwood	Liquor Store Manager	624-7552
	Eric Bingaman	722 Third Street	391-1806
	Nic Greenwood	501 Third Avenue	428-3478
	OPEN		

PUBLIC SAFETY COMMITTEE

Mayor:	Philip Larson	City Hall	624-3641
	Troy DeWall	302 Second Street	624-3322
	Kent Galdis	Chief of Police	628-6276
	Debra Madson	828 Lupine Dr	628-1602
	Dick Kari	Powerhouse-423 3 rd Ave	624-0626
Vice Chair:	Rick LaLonde	Street Dept Foreman	628-6269
	Kerry Helquist	Fire Department	390-0881
	Garry Hawkinson	1212 N. 2 nd Avenue	624-3241

PARKS & RECREATION COMMITTEE

Gary Nowak	320-9 th Street	628-2387
Rory Johnson	801 Almac Dr	624-0353
Jeff Gunderson	1100 Almac Drive	628-6000
Tim Rohweder	142 Third Street	628-3294
* Rick LaLonde	Street Dept Foreman	628-6269
* Dave Forneris	Park Lead Man	628-6269
Jesse Annala	836 Third Street	624-1792
Tod Marunich	3483 Stark Jct. Rd	624-4551

BEAUTIFICATION & TREES COMMITTEE

Tracy Haberman	726-8710
Ed Haberman	726-8710
Jim Schwarzbauer	624-0187
Ann Schwarzbauer	624-0187
Kathy Hannan	624-4326
Alisa Thudin-White	624-0472
Carl Crawford	733-7678

PLANNING & ZONING COMMISSION

Chair:	Thomas Aldridge	1000 Almac Dr	624-2951 (SLC-726-2421)
V-Chair:	Lowell Harnell	32 Grove Street	628-9232
	Bob Lambert	701 N Boundary Ave (side dr)	624-0479
	Jay Boysen	216 Eighth Street	628-1395
	Jim Tuomi	824 6 th Street	628-2117
City Administrator:	Mark Casey	City Hall	628-6261

PLANNING & ZONING BOARD OF APPEALS

Chair:	Bob Lambert	701 N Boundary Ave	624-0479
	Jim Tuomi	824 6 th Street	628-2117
	Lowell Harnell	32 Grove Street	628-9232

CABLE TV COMMISSION

Jake Benson	215 Fifth Street	628-2770/624-3344
Elmer Engman	124 Sixth Street	624-0330
Nancy Aldridge	1000 Almac Drive	624-2951
TC Leveille		391-5152
Tod Huff		251-5383
Diane Martinek	124-6 th Street	349-9562
Kent Gaidis	Chief of Police	628-6276

PROCTOR ECONOMIC DEVELOPMENT AUTHORITY

Chair:	Eric Madson	828 Lupine Dr	628-1602
Vice Chair:	Tom Lavato	1641 LaVaque Road	628-3497
Treasurer:	Carol Lind	125 3rd Street	624-3281
Secretary:	Mark Casey	City Adm/PEDA Sec/Asst Treas	628-6261
Mayor:	Phillip Larson	City Hall	624-3641
	Eric Bingaman	722-3 rd Street	348-0352
	Nic Greenwood	502-3 rd Avenue	328-3478
	Wayne Pulford	49 Waterview Dr., #9	391-0359

POLICE CIVIL SERVICE COMMISSION

Chair:	Diane Giuliani	215 5th Street	624-3344
	Lori Anderson	28 Fifth Street	624-7870
Secretary:	Steve Elder	1331 3rd Avenue	393-1611

EMPLOYEE HEALTH & SAFETY COMMITTEE

Rick LaLonde	Street Dept Foreman
Bill Blackwood	Liquor Store Manager
Jennifer Crown	Deputy City Clerk
Mark Casey	City Administrator
Char Jones	PUC Secretary
Jamie Pogatchnik	Fire Chief
Kent Gaidis	Chief of Police

PROCTOR GOLF BOARD

Roberta Thorsvik	393-8550
Cindy Upton	624-0247
Jesse Annala	310-3102
Jay Boysen	341-9556
Zach Taran	340-0471
Barb Olson	390-4035
Gordon Downs	722-2887
Gary Nowak	628-2387

PERSONNEL COMMITTEE

City	PUC
John Bray	John Bray
Jim Schwarzbauer	Bill Sweeney

EMERGENCY MANAGEMENT COMMITTEE

Chair:	Kent Gaidis	John Engelking
Mayor:	Phillip Larson	Garry Hawkinson
	Jamie Pogatchnik	Rick LaLonde

PUBLIC CHARITABLE TRUST FUND BOARD

Philip Larson	Mayor	City Hall	624-3641
Mark Casey	City Administrator	City Hall	628-6261
Jake Benson	Business Representative	215 5th Street	628-2770
Tara Bryant	Banker	1st Natl Bank of Proctor	628-1088

FIRE DEPARTMENT OFFICERS

Fire Chief/President:	Jamie Pogatchnik	391-3882
Past/Asst. Chief	Troy DeWall	624-2747
Deputy Chief:	Kerry Helquist	390-0881
Asst. Chief:	Jay Boysen	628-1395/341-9556
Asst. Chief:	Kevin Field	624-3629/393-8395
Secretary:	Terry Schultz	624-2783
Treasurer:	Jesse Annala	624-5584

PROCTOR REDEVELOPMENT COMMITTEE

Carol Lind	125 Third Street	624-3281
Jim Tuomi	824 6th St	628-2117
Mayor: Philip Larson	City Hall	624-3641

TOURISM COMMITTEE

Mayor/Council Rep	Philip Larson	City Hall	624-3641
AmericInn Rep	Tony Banks	185 Hwy 2	624-1026
Duluth Spirit Mtn Inn	Ryan Jones	9315 Westgate Blvd	628-3691
Best Western Plus	Deanna Gregorich	9330 W Skyline Pkwy	628-0668
Chamber Rep	Dan Rohweder		628-1442
Spirit Mtn Rep	Haley Hedstrom	9500 Spirit Mtn Pl	628-2891
FairBoard Rep	Frank Siiro	3982 Leiste Rd	591-6274
		Cloquet, MN 55720	
Event Coordinator	Sally Hedtke		628-6297
Public Safety	Kent Galdls	Police Chief	624-7788

MIC REPRESENTATIVE

Mayor: Philip Larson	City Hall	624-3641
alt: Gary Nowak	320-9th Street	628-2387

ACTS REPRESENTATIVE

Jim Schwarzbauer	827 Almac Drive	624-0187
alt: Jake Benson	215 Fifth Street	624-3344

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF PROCTOR AND THE
SOUTH ST. LOUIS SOIL & WATER CONSERVATION DISTRICT**

THIS AGREEMENT is made and entered into between the **City of Proctor**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "City," and the **South St. Louis Soil & Water Conservation District (SWCD)**, hereinafter referred to as "SWCD."

WITNESSETH:

WHEREAS, the City of Proctor wishes to purchase the services of the SWCD; and

WHEREAS, the SWCD has the training, experience, and knowledge to provide this service;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. TERM OF SERVICE

The SWCD agrees to perform services for the City of Proctor during the period commencing January 1, 2018, and terminating December 31, 2018.

2. SERVICES TO BE PROVIDED

Fully described in Attachment A.

3. PERSONNEL

It is understood and agreed that SWCD will provide the services purchased hereunder unless otherwise approved by the City.

4. RESPONSIBILITIES OF THE CITY

The City is responsible for oversight and enforcement of the Wetland Conservation Act within its jurisdictional boundaries.

5. COMPENSATION

The City will pay SWCD after receiving and approving invoices. Invoice will be submitted not more than quarterly.

6. PAYMENT

City agrees to pay SWCD the amount of \$1,500 for work contained in this Agreement.

7. RECORDS AUDITING AND RETENTION

SWCD's bonds, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription and audit by the City and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. SWCD agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

8. INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, SWCD shall be an independent contractor and is not an employee of the city of Proctor for any purpose. No statement contained in this Agreement shall be construed so as to find SWCD to be an employee of the City of Proctor, and SWCD shall not be entitled to any of the rights, privileges, or benefits of employees of the City of Proctor, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

SWCD acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due SWCD and that it is SWCD's sole obligation to comply with the applicable provisions of all federal and state tax laws;

SWCD shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

SWCD is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

9. SUBCONTRACTING AND ASSIGNMENT

The SWCD shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement without the prior written approval of the City of Proctor, and subject to such conditions and provisions as the City may deem necessary. The SWCD shall be responsible for the performance of all sub-contractors.

10. MODIFICATIONS/ADDENDA

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the City and SWCD. This Agreement shall supersede all other oral and written agreements prior to execution of this document.

11. TERMINATION

- A. If the SWCD fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the SWCD's default is excused by the City of Proctor, the City of Proctor may upon written notice immediately cancel this Agreement in its entirety.
- B. The City's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- C. Contractor shall be paid for actual work done to the date of termination. All documents completed by Contractor through the date of termination shall become the property of the City.

17. **NOTICES/COMMUNICATIONS**

All notices and demands pursuant to this Agreement shall be directed in writing to:

SWCD

R.C. Boheim
District Manager
South St. Louis SWCD
215 1st Ave E, Room 301
Duluth, MN 55802
218-723-4867

City of Proctor

Mark Casey
City of Proctor
100 S Pionk Dr.
Proctor, MN 55810
218-628-6261

18. **OTHER CONDITIONS**

- A. **Compliance with Laws/Standards.**
Contractor shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or the facilities, programs and staff for which contractor is responsible.
- B. **Minnesota Law to Govern.**
This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall

be venued in the State of Minnesota.

19. WAIVER

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

20. FINAL AGREEMENT

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

Approvals:

City of Proctor

By: _____

Title: _____

Date: _____

South St. Louis SWCD

By: _____

Title: _____

Date: _____

ATTACHMENT A

CONTRACTOR RESPONSIBILITIES

The Contractor will provide the following services related to administration of the Wetland Conservation Act, Minnesota Rules Chapter 8420:

- **Noticing:**
 - Submit summary of application for impacts less than 10,000 sq. ft. to members of the TEP, DNR, Corp. of Engineers and individuals who request a copy.
 - Send copies of applications affecting 10,000 sq. ft. or more of wetlands requesting invitation to submit comments to members of the TEP, DNR, Corp of Engineers and individual members of the public who request a copy.
 - Notice of decision on all banking plans, replacement plans, certificate of exemption/no-loss to members of the TEP, DNR, Corp of Engineers and individual members of the public who request a copy.

\$500
- **Other Administrative Duties**
 - Submittal of wetland banking withdrawal and other forms to the BWSR.
 - Maintain master case files on all projects.
 - Coordinate with conservation/peace officers for violation proceedings.
 - Complete required reporting for Minnesota BWSR.

\$500
- **Coordinate TEP field reviews.**

\$500

Total	\$1,500
--------------	----------------

Phillp G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

6D
COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

100 Plonk Drive • Proctor, Minnesota 55810-1700 • (218) 624-3641 • Fax (218) 624-9459 • email: cityhall@proctormn.gov

RESOLUTION NO. 54-17

A RESOLUTION VACATING UTILITY EASEMENT RESOLUTION OF THE CITY COUNCIL.

CITY OF) PROCTOR
COUNTY OF) ST. LOUIS
STATE OF) MINNESOTA

WHEREAS, the request that the City Council pursuant to Minnesota Statute §412.851 vacate a utility easement adjacent to Third Street South, between Bee street and Kirkus street legally described as:

Easement for utilities running in favor of the City of Proctor, described as the southerly 30' of Lot 22 Blk 1 of Kingsbury Addition to Proctor, running 537.9' feet of thereof

WHEREAS, a public hearing to consider the vacation of such easement was held on the 18th day of December, 2017, before the City Council in the City Hall located at 100 Pionk Drive at 6:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 29th day of November, 2017 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because:

The utility easement is no longer beneficial to the development of property within the immediate vicinity.

The utility easement cannot be maintained by the city.

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

Easement for utilities running in favor of the City of Proctor, described as the southerly 30' of Lot 22 Blk 1 of Kingsbury Addition to Proctor, running 537.9' feet of thereof

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

100 Plonk Drive • Proctor, Minnesota 55810-1700 • (218) 624-3641 • Fax (218) 624-9459 • email: cityhall@proctormn.gov

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Motion by: _____, Seconded by: _____ and passed by the City Council of Proctor, Minnesota this 18th day of December, 2017.

Mayor

Attested:

:

City Clerk

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

6E
COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

100 Plonk Drive • Proctor, Minnesota 55810-1700 • (218) 824-3641 • Fax (218) 824-9458 • email: cityhall@proctormn.gov

**CITY OF PROCTOR, MINNESOTA
RESOLUTION 01-18
RESOLUTION APPOINTING
FIRE CHIEF**

**STATE OF MINNESOTA)
COUNTY OF ST LOUIS)
CITY OF PROCTOR)**

WHEREAS, the Proctor City Council is interested in appointing an Fire Chief replacing the outgoing Fire Chief Jamie Pogatchnik, in compliance with requirements of the applicable Minnesota Statutes and City Code of Proctor; and,

WHEREAS, the Fire Department at its regular meeting of December 29, 2017 has made the recommendation of Kerry Helquist to become the new chief effective January 1, 2018.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROCTOR, ST. LOUIS COUNTY, MINNESOTA that Kerry Helquist is hereby appointed as the Fire Department Chief, in accordance with Minnesota Law, Proctor City Code, and all other applicable statutes that may prevail.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 01-18 was declared duly passed and adopted this 2nd day of January, 2018.

Phil Larson
Mayor

Attest:

Mark Casey
City Administrator/Clerk

6F

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
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1. Date 12/21/2017

2. Page 1

3. BUYER(S): CITY OF PROCTOR

4.

5. Buyer's earnest money in the amount of _____
6. _____ Dollars (\$ 0.00)

7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business
("Earnest Money Holder") _____

8. Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be
9. deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt
10. of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: XXXX KIRKUS ST

13. City of PROCTOR, County of ST LOUIS State of Minnesota, legally

14. described as

15. **LONG LEGAL - +/- 17.9 ACRES IN THE SW1/4 OF SW1/4 SECTION 10 TWP 49N RG**
16. **15W - TO CONFORM TO APN 185-0240-00540 AND 185-0240-00545**

17. Including all fixtures, if any, AND ☐ INCLUDING ☐ EXCLUDING the following personal property, if any, which shall
18. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:
(Check one.)

19. _____

20. _____

21. _____

22. _____

(collectively the "Property").

23. **PURCHASE PRICE:**

24. Seller has agreed to sell the Property to Buyer for the sum of (\$ 2,000.00)

25. Two Thousand

26. _____ Dollars,

27. which Buyer agrees to pay in the following manner:

28. 1. 100 percent (%) of the sale price in CASH, or more in Buyer's sole discretion, which includes the earnest
29. money;

30. 2. 0 percent (%) of the sale price in MORTGAGE FINANCING. (See following Mortgage Financing
31. section.)

32. 3. 0 percent (%) of the sale price by ASSUMING Seller's current mortgage. (See attached Addendum to
33. Purchase Agreement: Assumption Financing.)

34. 4. 0 percent (%) of the sale price by CONTRACT FOR DEED. (See attached Addendum to Purchase
35. Agreement: Contract for Deed Financing.)

36. **CLOSING DATE:**

37. The date of closing shall be December 27th, 20 17

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

38. Page 2 Date 12/21/2017

39. Property located at XXXX KIRKUS ST

PROCTOR

MORTGAGE FINANCING:

40. This Purchase Agreement ☐ IS ☒ IS NOT subject to the mortgage financing provisions below. If IS, complete the
41. (Check one.)
42. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
43. **COSTS** section.

44. Such mortgage financing shall be: (Check one.)

45. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

46. Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)

47. ☐ **CONVENTIONAL**

48. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

49. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

50. ☐ **MINNESOTA HOUSING FINANCE AGENCY ("MHFA")**

51. ☐ **PRIVATELY INSURED CONVENTIONAL**

52. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

53. ☐ **OTHER** _____

54. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than _____
55. years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage application IS
56. **TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this Purchase Agreement. Buyer
57. agrees to use best efforts to secure a commitment for such financing and to execute all documents required to
58. consummate said financing.

59. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
60. to the first mortgage and any subordinate financing. (Check one.)

61. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
62. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
63. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here
64. to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
(Check one.)

65. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be
66. prohibited. See the following DVA and FHA Escape Clauses.

67. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
68. or before _____, 20____.

69. For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage
70. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
71. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
72. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
73. the loan.

74. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
75. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
76. are deemed accepted by Buyer:

77. (a) work orders agreed to be completed by Seller;

78. (b) any other financing terms agreed to be completed by Seller here; and

79. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

80. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
81. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
82. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
83. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
84. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
85. forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

86. Page 3 Date 12/21/2017

87. Property located at XXXX KIRKUS ST

PROCTOR

88. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
89. canceled if the reason this Purchase Agreement does not close was due to:
90. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
91. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
92. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as
93. specified in the contingency for sale and closing of Buyer's property.

94. If the Written Statement is not provided by the date specified on line 68, Seller may, at Seller's option, declare this
95. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
96. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement
97. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
98. cancellation and directing all earnest money paid here to be refunded to Buyer.

99. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
100. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
101. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
102. earnest money paid here to be refunded to Buyer.

103. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
104. *(Check one.)*

105. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**
106. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

107. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty
108. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to
109. \$ _____ to make repairs as required by the lender commitment. If the lender commitment
110. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the
111. following options:

112. (a) making the necessary repairs; or
113. (b) negotiating the cost of making said repairs with Buyer; or
114. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
115. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
116. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
117. amounts related thereto above the amount specified on line 109 of this Purchase Agreement.

118. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
(Check one.)

119. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
120. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to
121. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in
122. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written
123. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender
124. setting forth the appraised value of the Property as not less than \$ _____

(sale price)

125. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
126. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
127. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy
128. himself/herself that the price and condition of the Property are acceptable."

130. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
131. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____
132. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

133. Page 4 Date 12/21/2017

134. Property located at XXX KIRKUS ST PROCTOR
135. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid
136. at the closing of this transaction as follows:
137. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**
(Check one.)
138. _____ paid by Seller
139. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**
140. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
141. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
142. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
143. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
144. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
145. regard to the amount of reasonable value established by the Department of Veterans' Affairs."
146. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
147. **annual installments of special assessments certified to yearly taxes.**
148. **OTHER MORTGAGE FINANCING ITEMS:** _____
149. _____

150. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**
151. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)
(Check one.)
152. ☐ \$ _____
153. ☐ _____ percent (%) of the sale price
154. ☐ _____ percent (%) of the mortgage amount
155. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
156. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
157. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
158. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
159. by Seller.

160. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
161. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

162. **INSPECTIONS:**
163. Buyer has been made aware of the availability of Property inspections. Buyer ☐ **Elects** ☒ **Declines** to have a Property
164. inspection performed at Buyer's expense. (Check one.)
165. This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
(Check one.)
166. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
167. Agreement. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. Buyer shall
168. satisfy Buyer as to the qualifications of the inspector(s) or tester(s). For purposes of this Purchase Agreement,
169. "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original
170. condition or otherwise damages the Property.
171. Seller ☐ **DOES** ☒ **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
(Check one.)
172. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
173. intrusive testing at Buyer's sole expense.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

174. Page 5 Date 12/21/2017

175. Property located at XXXX KIRKUS ST

PROCTOR

176. All inspection(s), test(s), and resulting negotiations, if any, shall be done within _____ Calendar Days of Final
177. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based
178. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of
179. Buyer's Intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,
180. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
181. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement
182. before the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase
183. Agreement shall be in full force and effect.

184. Seller, or licensee representing or assisting Seller, ☐ SHALL ☒ **SHALL NOT** have the right to continue to offer
185. the Property for sale until this Inspection Contingency is removed. (Check one.)

186. **OTHER INSPECTION ITEMS:** _____

187. _____

SALE OF BUYER'S PROPERTY:

188. (Check one.)

190. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
191. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

192. OR

193. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
194. _____, which is scheduled to close on

195. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's
196. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
197. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
198. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
199. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
200. Agreement, if applicable.

201. OR

202. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
203. and closing on any other property.

204. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

205. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
206. including all penalties and interest.

207. Buyer shall pay ☐ **PRORATED FROM DAY OF CLOSING** ☐ _____ 12ths OF ☒ **ALL** ☐ **NO** real estate
208. taxes due and payable in the year of closing. (Check one.)

209. Seller shall pay ☐ **PRORATED TO DAY OF CLOSING** ☐ _____ 12ths OF ☐ **ALL** ☒ **NO** real estate taxes
210. due and payable in the year of closing. (Check one.)

211. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
212. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate
213. taxes.

214. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

215. ☒ **BUYER SHALL PAY** ☐ **SELLER SHALL PAY** on date of closing any deferred real estate taxes
216. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale. (Check one.)

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

217. Page 6 Date 12/21/2017

218. Property located at XXXX KIRKUS ST PROCTOR
219. ☒ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☐ **SELLER SHALL PAY ON**
(Check one.)
220. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
221. payable in the year or closing.
222. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PAY** on date of closing all other special assessments levied as
(Check one.)
223. of the date of this Purchase Agreement.
224. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
(Check one.)
225. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
226. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
227. assessments or less, as required by Buyer's lender.)
228. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
229. which is not otherwise here provided.
230. As of the date of this Purchase Agreement, Seller represents that Seller ☒ **HAS** ☐ **HAS NOT** received a notice
(Check one.)
231. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
232. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
233. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
234. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
235. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
236. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
237. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
238. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
239. directing all earnest money paid here to be refunded to Buyer.

240. **ADDITIONAL PROVISIONS:**

241. **PREVIOUSLY WRITTEN PURCHASE AGREEMENT:** This Purchase Agreement ☐ **IS** ☒ **IS NOT** subject to
(Check one.)
242. cancellation of a previously written purchase agreement dated _____, 20____
243. (If answer is **IS**, said cancellation shall be obtained no later than _____, 20____
244. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
245. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
246. paid here to be refunded to Buyer.)
247. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
248. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____, 20____,
249. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
250. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to
251. Buyer.
252. (Select appropriate options a-d.)
253. ☐ (a) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
(Check one.) expense. (Check one.)
254. expense.
255. ☐ (b) Buyer obtaining approval of city/township of proposed building plans and specifications at
256. ☐ **BUYER** ☐ **SELLER** expense.
(Check one.)
257. ☐ (c) Buyer obtaining approval of city/township of proposed subdivision development plans at
258. ☐ **BUYER** ☐ **SELLER** expense.
(Check one.)
259. ☐ (d) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☐ **SELLER** expense.
(Check one.)

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

260. Page 7 Date 12/21/2017

261. Property located at XXXX KIRKUS ST PROCTOR
262. ☐ (e) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.
(Check one.)
263. ☐ (f) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be
(Check one.)
264. improved without extraordinary building methods or cost.
265. ☐ (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
266. covenants and approval of the architectural control committee.
267. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions
(Check one.)
268. affecting the Property.
269. ☐ (i) Other: _____
270. _____
271. Seller's expenses for these contingencies (if any) shall not exceed \$ _____
272. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)
273. ☐ **Warranty Deed**, ☐ **Personal Representative's Deed**, ☐ **Contract for Deed**, ☐ **Trustee's Deed**, or
274. ☒ **Other:** QUIT CLAIM Deed joined in by spouse, if any, conveying marketable title, subject to
275. (a) building and zoning laws, ordinances, state and federal regulations;
276. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
277. (c) reservation of any mineral rights by the State of Minnesota;
278. (d) utility and drainage easements which do not interfere with existing improvements;
279. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
280. _____; and
281. (f) **others** (must be specified in writing): _____
282. _____
283. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)
284. ☒ **IMMEDIATELY AFTER CLOSING**; or
285. ☐ **OTHER:** _____
286. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
287. by possession date.
288. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
289. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
290. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
291. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement,
292. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
293. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
294. or Buyer's designated title service provider:
295. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
296. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
297. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
298. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
299. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
300. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
301. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting
302. Seller, upon cancellation of this Purchase Agreement.

MN:PA:VL-7 (8/17)

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

303. Page 8 Date 12/21/2017

304. Property located at XXXX KIRKUS ST

PROCTOR

305. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
306. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
307. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
308. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
309. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will
310. automatically apply.

311. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
312. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
313. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day extension,
314. Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may
315. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting
316. the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement
317. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
318. and directing all earnest money paid here to be refunded to Buyer.

319. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
320. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
321. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
322. to the subdivision provision of lines 257-258 which deals with the future development plans of Buyer. Seller warrants
323. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of
324. closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

325. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
326. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

327. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
328. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
329. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
330. such notices received by Seller shall be provided to Buyer immediately.

331. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
332. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
333. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

334. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
335. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
336. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
337. restoration costs relative thereto.

338. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing
339. for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property
340. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's
341. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
342. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
343. directing all earnest money paid here to be refunded to Buyer.

344. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

345. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
346. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
347. ending at 11:59 P.M. on the last day.

348. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays
349. unless stated elsewhere by the parties in writing.

350. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays.

MN:PA-VL-8 (8/17)

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

351. Page 9 Date 12/21/2017

352. Property located at XXXX KIRKUS ST

PROCTOR

353. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest
354. money from the Earnest Money Holder's trust account:
355. (a) at or upon the successful closing of the Property;
356. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
357. *Agreement* executed by both Buyer and Seller;
358. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
359. (d) upon receipt of a court order.

360. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
361. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
362. Seller shall affirm the same by a written cancellation agreement.

363. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
364. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
365. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
366. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
367. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
368. Cancellation under MN Statute 559.217, Subd. 4.

369. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
370. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
371. performance, such action must be commenced within six (6) months after such right of action arises.

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

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

381. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
382. Purchase Agreement consists of approximately 17.9 ☒ **ACRES** ☐ **SQUARE FEET** and is currently zoned (Check one)

383. R1-A

384. Seller discloses, to the best of Seller's knowledge, that the Property ☐ IS ☒ IS NOT in a designated flood plain
385. area. (Check one.)

386. Seller discloses, to the best of Seller's knowledge, that the Property ☐ DOES ☒ DOES NOT currently receive
387. preferential tax treatment (e.g. Green Acres).
(Check one.)

388. Seller discloses, to the best of Seller's knowledge, that the Property ☐ IS ☒ IS NOT enrolled in any federal, state, or
 389. local governmental programs (e.g., CREP, CRP, EQIP, WRP, conservation programs, riparian buffers, Sustainable
 390. Forest Incentive Act, etc.).

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

391. Page 10 Date 12/21/2017

392. Property located at XXXX KIRKUS ST

PROCTOR

393. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
394. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
395. **PURCHASE AGREEMENT.**

396. BUYER HAS RECEIVED A: (Check any that apply.) ☐ **DISCLOSURE STATEMENT: VACANT LAND OR A**
397. ☐ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**

398. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
399. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

400. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

401. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

402. **ENVIRONMENTAL CONCERNS:** To the best of the Seller's knowledge there are no hazardous substances or
403. underground storage tanks, except where noted here:

404. _____

405. _____

406. **UTILITIES:** TO THE BEST OF SELLER'S KNOWLEDGE, THE FOLLOWING PRESENTLY EXIST WITHIN THE
407. **PROPERTY:**

408. Connection to public water	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
409. Connection to public sewer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
410. Connection to private water system off Property	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
411. Connection to electric utility	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
412. Connection to natural gas	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

413. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
414. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
415. access, curb cuts, utility connection and connecting fees; and tree planting charges.

416. (Check appropriate boxes.)

417. **SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:**

418. **CITY SEWER** ☒ **YES** ☐ **NO** / **CITY WATER** ☒ **YES** ☐ **NO**

419. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

420. SELLER ☐ **DOES** ☒ **DOES NOT KNOW** OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
(Check one.)

421. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
422. *Statement: Subsurface Sewage Treatment System*.)

423. **PRIVATE WELL**

424. SELLER ☐ **DOES** ☒ **DOES NOT KNOW** OF A WELL ON OR SERVING THE PROPERTY.
(Check one.)

425. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well*.)

426. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL
(Check one.)

427. **CONSTRUCTION AREA.**

428. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT:**
(Check one.)

429. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

430. (If answer is **IS**, see attached *Addendum*.)

431. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
432. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
433. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

434. Page 11 Date 12/21/2017

435. Property located at XXXX KIRKUS ST

PROCTOR

436.

AGENCY NOTICE

437. JOHN BRAY, CITY ATTORNEY
(Licensee)

Is ☐ Seller's Agent ☒ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Check one)

438. _____
(Real Estate Company Name)

439. _____
(Licensee)

Is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Check one)

440. _____
(Real Estate Company Name)

441. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

442.

DUAL AGENCY REPRESENTATION

443. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

444. ☒ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 445-461.*

445. ☐ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 446-461.*

446. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
447. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
448. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
449. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
450. Seller(s) and Buyer(s) acknowledge that

451. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
452. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
453. information will be shared;
454. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
455. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
456. the sale.

457. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
458. and its salesperson to act as dual agents in this transaction.

459. Seller _____ Buyer _____

460. Seller _____ Buyer _____

461. Date _____ Date _____

462. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
463. cash outlay at closing or reduce the proceeds from the sale.

464. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
465. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
466. the transaction at the time these documents are provided to Buyer and Seller.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

467. Page 12 Date 12/21/2017

468. Property located at XXXX KIRKUS ST

PROCTOR

469. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA")**: Section 1445 of the Internal Revenue Code
470. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
471. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
472. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

473. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
474. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
475. the closing and delivery of the deed.

476. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
477. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
478. identification numbers or Social Security numbers.

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

483. **ENTIRE AGREEMENT**: This Purchase Agreement and any addenda or amendments signed by the parties shall
484. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
485. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
486. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
487. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
488. Purchase Agreement.

489. **ELECTRONIC SIGNATURES**: The parties agree the electronic signature of any party on any document related to this
490. transaction constitute valid, binding signatures.

491. **FINAL ACCEPTANCE**: To be binding, this Purchase Agreement must be fully executed by both parties and a copy
492. must be delivered.

493. **SURVIVAL**: All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
494. for deed.

495. **OTHER:**

496. 1. CONTRARY TO LINES 286-87 SELLER WILL NOT REMOVE ANY DEBRIS
2. CONTRARY TO LINES 291-318 BUYER IS RESPONSIBLE FOR ALL TITLE WORK AND/OR TITLE INSURANCE POLICY IF DESIRED
3. BUYER TO PAY ALL TRANSACTION COSTS/FEE'S/TAXES, INCLUDING BUT NOT LIMITED TO DOCUMENT PREP, DEED PREP, TITLE
497. SEARCHES, CLOSING COSTS, DEED TAX, FILING FEES, TITLE POLICY, ETC...
4. 30' UTILITY EASEMENT TO BE VACATED ON LOT 22 BLOCK 1 KINGSBURY RIDGE.
5. CLOSING FUNDS WILL BE DISTRIBUTED AFTER NEXT CITY COUNCIL MEETING WHEN CHECK DISBURSEMENT CAN BE APPROVED.
498.

499. **ADDENDA**: The following addenda are attached and made a part of this Purchase Agreement.

500. **NOTE**: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

501. ☐ Addendum to Purchase Agreement
502. ☐ Addendum to Purchase Agreement: Assumption Financing
503. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
504. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
505. ("CIC")
506. ☐ Addendum to Purchase Agreement: Contract for Deed Financing
507. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
508. Hazards
509. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
510. ☐ Addendum to Purchase Agreement: Short Sale Contingency
511. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

MN:PA-VL-12 (8/17)

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

512. Page 13 Date 12/21/2017

513. Property located at XXXX KIRKUS ST

PROCTOR

514. I, the owner of the Property, accept this Purchase
515. Agreement and authorize the listing broker to withdraw
516. said Property from the market, unless instructed otherwise
517. in writing.

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

**I have reviewed all pages of this Purchase
Agreement.**

518. **I have reviewed all pages of this Purchase Agreement.**

519. ☐ If checked, this Agreement is subject to attached

520. **Addendum to Purchase Agreement: Counteroffer.**

521. **FIRPTA:** Seller represents and warrants, under penalty

522. of perjury that Seller ☐ **IS** ☐ **IS NOT** a foreign person (i.e., a
----- (Check one.) -----

523. non-resident alien individual, foreign corporation, foreign
524. partnership, foreign trust, or foreign estate for purposes of
525. income taxation. (See lines 469-482.) This representation
526. and warranty shall survive the closing of the transaction
527. and the delivery of the deed.

528. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

529. **X** GOLDBERG PROPERTIES OF DULUTH LP
(Seller's Printed Name)

X CITY OF PROCTOR
(Buyer's Printed Name)

530. **X** _____
(Marital Status)

X _____
(Marital Status)

531. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

532. **X** _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

533. **X** _____
(Marital Status)

X _____
(Marital Status)

534. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
535. is the date on which the fully executed Purchase Agreement is delivered.

536. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
537. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

538. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
539. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
540. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE**
541. **AGREEMENT.**

542. **SELLER(S)** GOLDBERG PROPERTIES OF DULUTH LP

BUYER(S) CITY OF PROCTOR

543. **SELLER(S)** _____

BUYER(S) _____

**CONTRACT BETWEEN THE CITY OF PROCTOR
AND
ROBIN HANSEN**

**FOR THE POSITION OF
CONFIDENTIAL ADMINISTRATIVE ASSISTANT**

DECEMBER 27, 2017 – DECEMBER 31, 2019

**EMPLOYMENT AGREEMENT BY AND BETWEEN
THE CITY OF PROCTOR AND ROBIN HANSEN**

Come now the City of Proctor ("City or Employer") and ROBIN HANSEN ("Employee"), who do enter into the following Employment Agreement:

WHEREAS, Employee has agreed to employment with the City in the position of Administrative/Confidential Assistant; and

WHEREAS, City is willing to offer and Employee is willing to continue employment with City in said position, the parties do agree to the following terms of employment:

1. Period.

December 27, 2017 to December 31, 2019

2. Performance and Salary Reviews.

To be reviewed annually, per 204 "Personnel Policy" of the City Ordinances (in effect as of inception date of the Agreement). Performance review in accordance with Personnel Policy, will take place at the end of the probationary period of three (3) months.

The terms of employment shall be according to the conditions prescribed in the above section of the Proctor City Ordinances, except as noted or modified below:

3. Work Week.

Eight (8) hours per day, not to include a thirty (30) minute unpaid meal period. Normal start time is 8:00 a.m. and ending time is 4:30 p.m. Subject to change by management rights.

4. Overtime.

In accordance with 204.05, subd. 1, subd. 2,. Overtime to be compensated either in the form of overtime pay or compensatory time off. Time worked in excess of eight (8) consecutive hours, except for time out as a lunch period, shall be considered overtime and paid for at the rate of one and one-half (1 ½) times the regular rate of straight time pay. Accumulation of compensatory time shall be limited to seventy two (72) hours in one calendar year. Employees will be able to only carryover thirty two (32) hours of compensatory time into the following calendar year commencing on January 1 of each year. Employee will be permitted to cash out compensatory time only in writing with signatures of the employee and the City Administrator.

5. Vacation.

Employee shall be entitled to vacation according to the following schedule:

Two (2) weeks for 2018

Two (2) weeks for 2019

Employee will not be able to accumulate more than one and one half (1 ½) times of the accrual rate.

6. Holidays:

For the purpose of this Agreement, the following days shall be paid holidays:

New Years' Day,
President's Day
Independence Day,
Veterans Day, November 11
Christmas Eve Day
Personal Leave Days four (4)

Martin Luther King Jr. Day,
Memorial Day (Observed)
Labor Day
Thanksgiving Day
Christmas Day

When a holiday falls during the Employee's vacation period, employee shall have an additional vacation day coming at a later date. When a holiday falls on a Saturday, the preceding Friday will be treated as the holiday. When a holiday falls on a Sunday, the following Monday will be treated as the holiday. The Employer shall make every attempt to allow the employee to utilize compensatory time or vacation time on the day after Thanksgiving.

7. Sick Leave.

Employee shall accumulate one day (8 hours) of sick leave per month. In the event that the employee does not use the full amount of sick leave allowed in any calendar year, the amount not used shall be accumulated to a total of one thousand forty (1040) hours. There shall be no cash out of accumulated sick leave upon termination or retirement.

When employee has three (3) or less unscheduled sick days in a calendar year, the City will deposit, at the employee's current rate of pay, twenty four (24) hours of accrued sick time into the Health Care Savings Plan of the employee at the end of the calendar year.

8. Funeral Leave.

In accordance with 204.09, three (3) days without a loss of pay for immediate family; with a possibility of two (2) additional days is necessary for travel or

personal reasons. Immediate Family shall mean spouse, son/daughter-in-law, daughter/ son-in-law, mother, father, mother/father-in-law, brother, sister, brother/sister-in-law, grandparents, grandchildren, stepparent, stepchildren.

12. Salary.

As of December 27, 2017	\$17.00
As of January 1, 2019	3% increase commensurate with other employees of the City.

13. Additional compensation will be provided to Employee for the following:

A cell phone stipend will be provided at a rate of forty (\$40) per month paid monthly.

After the probationary period and review, employee may receive an increase in the hourly wage by fifty (\$.50) cents per hour.

14. Insurance Premium

The Employer shall provide all insurance programs for the employee and her dependents, and shall pay eighty-five (85%) percent of the premium for all component parts of the insurance program.

Should the premium for health insurance coverage increase by ten (10) percent or more during the term of the contract, parties agree to re-open negotiations in regards to the contributions above.

15. Discipline

Section 1. The Employer will discipline for just cause only. Discipline will be in one or more of the following forms:

- a) Oral Reprimand
- b) Written reprimand
- c) Suspension
- d) Discharge

Section 2. Notices of suspension and discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective.

Section 3. Written reprimands and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices. Written reprimands will be placed in the employees personnel file for up to one (1) year after the date on which the

employee acknowledged the reprimand. Suspensions of one (1) day or more will be placed in the employees' personnel file for up to two (2) years and be purged from the employee's personnel file and be of no effect two (2) years after the date on which the employee acknowledged the suspension. If the employee refuses to sign the notice, it shall be so noted on the notice and attached to the personnel file.

Section 4. Employee may not be suspended without pay for more than thirty (30) day in any calendar year.

Section 5. Employee may examine their own individual personnel files at reasonable time under the direct supervision of the City Administrator.

CITY OF PROCTOR

Dated: _____

Its: Mayor

City Administrator

Dated: 12/27/17

Robin Bennett Hansen
Employee