

**Slogan:** "You Have A Place In Proctor"

### A. Public Hearing

### **\*3. CLERK ADVISES COUNCIL**

- A. Government Fund payroll period ended 01/21/18; Liquor Fund payroll ended 01/21/18 (attached).

### **4. COMMITTEE REPORT**

- A. Planning and Zoning Minutes of January 22, 2018
- B. Beautification Minutes
- C. Cable Meeting Minutes

### **5. UNFINISHED BUSINESS**

- \*A. SRO

### **6. NEW BUSINESS**

- A. Event Application – South St. Louis County Fair July 11-15, 2018
- B. St. Louis County Planning Commission Public Hearing February 8, 2018
  - a. Accepting comments on the Proposed Safe Routes to School Program language amendments to St. Louis County Subdivision Ordinance 60.
- C. F101 Loan Agreement
- D. RSPT – Regional Stormwater Protection Team
- E. Beautification Plan
- F. Termination of Contract
- G. Resolution 05-18: Adopting A Budget Amendment 2018

### **7. LABOR AND NEGOTIATIONS ISSUES – Closed Meeting**

- A. Strategy Discussion on Labor Contracts
- B. Client Privileged Information

**6. NEW BUSINESS (continued)**

**H. Teamster MOU**

**I. Posting Open Position**

**MEMBER CONCERNS**

**BILLS FOR APPROVAL**

**General: \$65,155.84**

**Liquor: \$36,292.11**

**Total: \$101,447.95**

**ADJOURNMENT**

1A  
8043 E. Spirit Cove Drive  
Duluth MN 55807-3003  
January 15, 2018

Proctor City Council  
Proctor Community Center  
100 Poink Drive  
Proctor MN 55810-1705

Dear Councilors:

For years volunteers have provided free tax preparation to Proctor residents through the AARP Tax Program. Last year alone we served approximately 250 residents with tax preparation, homeowner property tax rebate and renter rebate.

This year we are requesting a small contribution from the city for coffee and cookies for those we help. We have provided this in the past at our own and Sheri Amundson's expense and very much would appreciate some assistance in doing this.

I understand that the city budget is very tight but if you could donate \$100 we would very much appreciate this contribution.

As one of the volunteers, I have been pleased to be of service to the folk of Proctor and have appreciated all the cooperation we have received from the staff who work at the Community Center.

Very truly yours,



Gail Gilliland  
AARP volunteer tax preparer



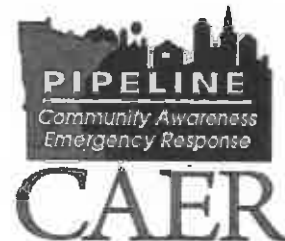
## Join us for the CoRE Program!

Please attend this program to train with pipeline companies, gas distribution, and first responders from your community. During CoRE you will participate in a simulated product release and work through a discussion based exercise.

\*\*\*\*\*ALL FOR AADC 550

Proctor City Offices  
Current Administrator  
100 Plank Dr Ste 101  
Duluth, MN 55810-1701

YUGX-4A9I



**The program and meal are provided at no cost to you.**

### **PROGRAM & VENUE INFORMATION** (Run Time: Meal 30 min. Program 90 min.)

March 7, 2018 / 6:00 PM  
Black Woods Event Center  
195 Hwy. 2  
Duluth, MN 55810

Please RSVP to help with estimating attendance for meals and seats.

Register online with your webcode at  
[www.mncaer.com](http://www.mncaer.com)

**WebCode: YUGX-4A9I**

### **CoRE OBJECTIVES**

#### **Pipeline Operator**

- Learn the responsibility and resources of government organizations that may respond to a pipeline emergency
- Acquaint the officials with the operator's ability in responding to a pipeline emergency
- Identify the types of pipeline emergencies of which the operator notifies the officials
- Plan how the operator and officials can engage in mutual assistance to minimize hazards to life or property

#### **Local Government Officials**

- Do we have a pipeline emergency?
- Where is the leak or response?
- Whom do we notify?
- Is there an immediate threat to life or property?
- Should emergency responders shut down the pipeline?
- Do we need to start an evacuation or other public protective action?
- Will other resources (local, state, federal, private industry) be required?



You will receive a **Certificate of Completion** following the meeting.

To learn more about your local pipeline meeting sponsors, please visit [www.mncaer.com](http://www.mncaer.com).



Toll-Free: 844-693-7788 Fax: 888-417-0818

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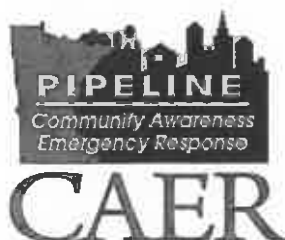
## 2018 Meeting Schedule

City	Date	Time	Day	Venue	Address
Maple Grove	01/29/18	6:00 PM	Monday	Maple Grove Community Center	12951 Weaver Lake Rd.
Shakopee	01/30/18	6:00 PM	Tuesday	American Legion	1286 1st Ave. E.
Kasson	01/31/18	6:00 PM	Wednesday	Events by Saker	401 8th St. S.E.
Caledonia	02/01/18	6:00 PM	Thursday	Four Seasons Community Center	900 N. Kingston St.
Owatonna	02/06/18	6:00 PM	Tuesday	Holiday Inn Hotel & Suites	2365 43rd St. N.W.
St. Peter	02/07/18	6:00 PM	Wednesday	Gustavus Adolphus College - Alumni Hall	800 College Ave.
Fairmont	02/08/18	6:00 PM	Thursday	Holiday Inn Fairmont	1201 Torgerson Dr.
Luverne	02/12/18	6:00 PM	Monday	Grand Prairie Events	105 S. Estey St.
Tyler	02/13/18	6:00 PM	Tuesday	Tyler Golf Club	420 County Rd. 7
Olivia	02/15/18	6:00 PM	Thursday	Max's Grill	2425 W. Lincoln Ave.
Granite Falls	02/20/18	6:00 PM	Tuesday	Prairie's Edge Casino Resort	5616 Prairie's Edge Ln.
Benson	02/21/18	6:00 PM	Wednesday	McKinney's on Southside	300 14th St. S.
Wheaton	02/22/18	6:00 PM	Thursday	American Legion	402 Hwy. 75 N.
Buffalo	02/26/18	6:00 PM	Monday	Wild Marsh Golf Club	1710 Montrose Blvd.
St. Cloud	02/27/18	6:00 PM	Tuesday	Best Western Plus Kelly Inn	100 4th Ave. S.
Long Prairie	02/28/18	6:00 PM	Wednesday	Long Prairie Country Club	406 6th St. S.E.
Milleca	03/01/18	6:00 PM	Thursday	Phoenix Hotel & Banquet Center	210 E. Hwy. 23
Cambridge	03/06/18	6:00 PM	Tuesday	Armed Forces Reserve Community Center	505 Spirit River Dr. S.
Duluth	03/07/18	6:00 PM	Wednesday	Black Woods Event Center	195 Hwy. 2
Grand Rapids	03/08/18	6:00 PM	Thursday	Timberlake Lodge Hotel & Event Center	144 S.E. 17th St.
Walker	03/13/18	6:00 PM	Tuesday	Northern Lights Casino Hotel	6800 Y Frontage Rd. N.W.
Bemidji	03/14/18	6:00 PM	Wednesday	Hampton Inn & Suites	1019 Paul Bunyan Dr.
Thief River Falls	03/15/18	6:00 PM	Thursday	The Eagles Club	305 Red Lake Blvd.
Hallock	03/20/18	6:00 PM	Tuesday	Hallock City Hall	163 3rd St. S.E.
Ada	03/21/18	6:00 PM	Wednesday	Ada Convention Center	415 W. Main St.
Moorhead	03/22/18	6:00 PM	Thursday	Courtyard by Marriott	1080 28th Ave. S.

### PROGRAM SPONSORS:

Alliance Pipeline LP  
 Andeavor - South West Region  
 Austin Utilities  
 BP Pipelines (North America), Inc.  
 Centennial Utilities  
 CenterPoint Energy Gas Distribution and Transmission  
 City of Brownton  
 City of Duluth Public Works and Utilities Dept.  
 Fairfax-Gibbon (Cities of)  
 City of Hallock  
 City of Stephen  
 City of Tyler  
 Community Co-op  
 Dooley's Natural Gas/Dooley's Natural Gas II  
 Enbridge Energy Company, Inc.  
 Enbridge Pipelines (North Dakota) LLC  
 Enterprise Products Operating LP  
 Flint Hills Resources

Great Plains Natural Gas Company  
 Greater Minnesota Gas  
 Hibbing Public Utilities  
 Hutchinson Utilities Commission  
 Kinder Morgan Cochin LLC  
 Magellan Midstream Partners, L.P.  
 Montana-Dakota Utilities Co.  
 New Ulm Public Utilities Commission  
 Northern Border Pipeline Company  
 Northern Natural Gas  
 Northwest Gas  
 NuStar Pipeline Operating Partnership L.P.  
 Owatonna Public Utilities  
 Sheehan's Gas Company  
 Suburban Propane  
 TransCanada/Great Lakes Gas Transmission Company  
 Viking Gas Transmission Company  
 Xcel Energy





# Saint Louis County

Planning and Community Development Department • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)  
[planninginfo@stlouiscountymn.gov](mailto:planninginfo@stlouiscountymn.gov)

**Barbara Hayden**  
Director

To: 2018 Community Development Block Grant Program Applicants  
Cc: CDBG Citizen Advisory Committee Members  
From: Steve Nelson, Senior Planner  
Date: January 26, 2018  
Re: Community Development Block Grant (CDBG) Funding Recommendations

Thank you for your agency's participation in the 2018 CDBG funding process.

Attached is the list of funding recommendations approved by the CDBG Citizen's Advisory Committee. The recommendations will be provided to the St. Louis County Board of Commissioners and then incorporated to St. Louis County's draft HUD 2018 Action Plan. The Action Plan will be available for public review and comment after HUD's announcement of 2018 CDBG funding.

- **This year is different from past CDBG processes.** Congress has yet to approve the 2018 federal budget. St. Louis County may be required to reconvene the Advisory Committee if funding is substantially cut.
- Funding recommendations also require final approval by the St. Louis County Board.
- **Do not start your project.** Agencies may not incur costs related to their CDBG funding until after County Board authorization and completion of the County's environmental review process. You will receive notice to proceed when these steps have been completed. Costs incurred prior to notice to proceed may not be eligible for CDBG reimbursement.

Please contact Mike or me with questions:

Steve Nelson: 742-9561 or [nelsonsi@stlouiscountymn.gov](mailto:nelsonsi@stlouiscountymn.gov)

Mike Vidmar: 742-9564 or [vidmarn@stlouiscountymn.gov](mailto:vidmarn@stlouiscountymn.gov)

☐ **Duluth Office**  
Government Services Center  
320 W 2<sup>nd</sup> St, Ste 301  
Duluth, MN 55802  
Phone: (218) 725-5000  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 725-6029

☐ **Virginia Office**  
Northland Office Center  
307 1<sup>st</sup> St S, Ste 117  
Virginia, MN 55792  
Phone: (218) 749-7103  
Toll Free in MN: 1-800-450-9777  
Fax: (218) 749-7194

2018 CDBG Final Applications					CDBG	Final	Available
					Request	Recommend	Funding
	<b>Housing</b>						300,000
1	Access North: Home Access Program				35,000	25,000	
2	AEOA: Single Family Rehab Program				625,000	200,000	
3	NSLC Habitat for Humanity: Site Acquisition/Rehab				100,000	25,000	
4	One Roof Community Housing: Acq/Rehab/Resale				50,000	25,000	
5	Vermilion Housing Corporation: Rental Rehab				125,000	25,000	
	<b>Housing</b>				935,000	300,000	
			5				5
	<b>Economic Development</b>						40,000
6	Entrepreneur Fund: Business Development				70,000	22,000	
7	SOAR: Subsidized Employment Services				25,000	18,000	
	<b>Economic Development</b>				95,000	40,000	
			2				2
	<b>Community Facilities and Public Infrastructure</b>						885,000
	<b>Community Facilities</b>						
8	American Bear Center: Accessibility				10,000	7,500	
9	Cook: Commercial Revitalization Project				75,000		
10	Embarrass: Pyhala Farmstead Historic Preservation				23,140		
11	Floodwood: Riverwalk Trails System Improvements				182,000		
12	Floodwood Services & Training: Facilities Plan #1				60,000	42,900	
13	Gnesen: Community Center Accessibility				35,700	14,000	
14	Hermantown: Stebner Park Accessible Path				220,000	50,000	
15	Kinney: Old City Hall Demolition				37,750	32,600	
16	Lakewood Township: Accessibility #2				35,000	6,500	
17	Olcott Park Restoration Committee: Phase 2 (Virginia)				20,000		
18	Proctor: EveryBody Playground #1				100,000		
19	Proctor: Commercial Redevelopment Demo #2				50,000	withdrawn	
20	Proctor: Commercial Rehab Program #3				25,000	withdrawn	
21	Quad City Food Shelf: Facility Relocation (AEOA)				100,000		
22	Tourist Center Seniors: Energy Retrofit				9,500	9,500	
	<b>Subtotal Community Facilities</b>				983,090	163,000	
			15				7



<b>2018 CDBG Final Applications</b>						
			<b>CDBG Request</b>	<b>Final Recommend</b>	<b>Available Funding</b>	
		<b>Public Infrastructure</b>				
23	Aurora: 2nd Street Infrastructure		200,000	100,000		
24	Breitung: 4th Ave/Church Street Sewer		208,600	57,000		
25	Buhl: Whiteside/Seville Sewer/Water		85,100	85,000		
26	Ely: Water Tower Supply Line/7th Ave Street/Sidewalk		250,000	100,000		
27	Eveleth: 700 Jackson Street Water/Sewer		135,000	80,000		
28	Gilbert: Michigan Avenue Sewer		200,000			
29	Hibbing City: 24th to 31st Street Sewer		350,000	125,000		
30	McKinley: Sewer Phase 1		100,000			
31	Meadowlands: Stormwater Improvements		75,000			
32	Mt. Iron: Mill Avenue Sanitary Sewer		50,000	50,000		
33	Orr: King RD/Pine Drive Sewer		178,977			
34	Virginia: 10th Street South Sewer/Water/Storm/Steam		250,000	125,000		
35	SLC NRP		-			
	Subtotal Public Infrastructure		2,082,677	722,000		
		13				8
	<b>Community Facilities and Public Infrastructure</b>		3,065,767	885,000		
		28				15

<b>2018 CDBG Final Applications</b>				
		<b>CDBG</b>	<b>Final</b>	<b>Available</b>
		<b>Request</b>	<b>Recommend</b>	<b>Funding</b>
	<b>Public Service</b>			240,000
36	Advocates for Family Peace: Children Intervention	25,000	23,500	
37	AEOA: Homeless Shelter Operations	69,614	45,000	
38	AEOA: Homeless Youth Services	39,770	23,500	
39	Legal Aid of NE MN: Housing Counseling Project	40,000	36,000	
40	Quad City Food Shelf: Food Shelf Operations	12,000	12,000	
41	Range Transitional Housing: Housing Programs	45,000	43,500	
42	Salvation Army Hibbing: Melting Pot Meals Program	18,000	16,500	
43	Salvation Army Virginia: Virginia Supper Club	17,000	16,500	
44	Sexual Assault Program: Child, Youth, & Family Prgm	24,500	23,500	
	<b>Public Service</b>			
		290,884	240,000	
		9		9
	<b>Total All Applications</b>	4,386,651	1,465,000	1,465,000
	<b>Total Count</b>	44		
	<b>Total Funded</b>	31		



Theresa Sunde  
Senior Manager, Government Relations

Via Certified Mail

January 30, 2018

Dear Proctor City Official:

Earlier this month, Mediacom adjusted the Local Broadcast Station Surcharge (LBSS) on customer bills based on our best estimate of how much local broadcast stations like ABC, CBS, FOX and NBC would increase their rates for 2018. Despite our efforts to keep costs down, the local broadcasters we carry increased their year over year rates by an average of 35%. The collective increases these station owners demand to be paid are considerably higher than what we anticipated. As a result, effective on or around March 1, 2018, Mediacom will be making the following adjustments to the LBSS:

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station Surcharge	\$11.78	12.05	\$0.27

The fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC are by far our fastest growing programming cost component. The owners of these channels are able to take advantage of outdated federal laws to force excessive rate increases on consumers year after year. For more information about the extent of this growing national problem, please visit [www.mediacomonyourside.com](http://www.mediacomonyourside.com) or [www.americantelevisionalliance.org](http://www.americantelevisionalliance.org).

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly at (507) 837-4878 or [tsunde@mediacomcc.com](mailto:tsunde@mediacomcc.com).

Yours sincerely,

*Theresa Sunde*

Theresa Sunde

Company 1652

Mediacom Communications Corporation  
1504 2<sup>nd</sup> Street SE, PO Box 110, Waseca, Minnesota 56093



**NOTICE OF PUBLIC HEARING**  
**City of Proctor**  
**Planning and Zoning Commission**  
**Monday, February 26, 2018 5:00pm**

Notice is hereby given that the City of Proctor Planning & Zoning Commission will conduct a public hearing to consider the following:

At 5:00 p.m.: An application from ISD 704 for a variance from the City Code 1002.13 Subd. 6, bii; (A) Restrictions on Residential Sign Requirements which states that the Institutional Signs where required shall not exceed 20 square feet or be located less than 5 feet from the property line.. These variances are being requested to erect a sign upon the property.

ISD is requesting a variance of 45 square feet from the required from the required 20 feet side variance.

**Legal Description:**

Sec. 15 Twp 49 Range 15; NE1/4 OF NW1/4 EX RT OF W OF MN POWER & LIGHT  
 CO 22/100 AC & EX RY RT OF W 3 08/100 ACRES & EX COMM  
 AT NE COR NE1/4 OF NW1/4 THENCE S00DEG27'23"E ALONG E LINE 24.07 FT  
 THENCE N73DEG25'53"W 81.44 FT TO N LINE OF NE1/4 OF NW1/4 THENCE  
 N89DEG22'50"E ALONG N LINE 77.81 FT TO PT OF BEG

**Common Property Description:**  
**704 Kirkus Street**

The hearing will be conducted (public input taken, Commission discussion and their action to approve or deny this request) by the Proctor Planning & Zoning Commission at a meeting, Monday, February 26, 2018, at the Proctor Community Center, Council Chambers, 100 Pionk Drive. Application, site plan and responses to variance criteria are available at City Hall for inspection. Persons wishing to comment on the variance may do so in person at the hearing, or in writing by addressing their comments to either the City Administrator or Building Official, 100 Pionk Drive, Proctor, or by calling 624-3641 prior to the meeting.

By Order of the Planning & Zoning Commission of Proctor.

**Mark Casey**  
**City Administrator**

PR18-02

1/8/18 - 1/21/18

3

## CITY OF PROCTOR

01/31/18 5:21 PM

Page 1

## 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	\$1,672.80
	City Administrator	Municipal Operations	Full-Time Employee Regular	\$3,461.54
	City Administrator	Government Building	Part-Time Employee	\$659.00
	City Clerk	Administrative	Full-Time Employee Regular	\$279.60
	City Clerk	Administrative	Full-Time Employee Regular	\$2,516.40
	City Clerk	Administrative	Full-Time Employee Overtime	\$248.63
	Financial Administration	Accounting	Full-Time Employee Regular	\$2,230.40
	Police	Operations (Police)	Full-Time Employee Regular	\$907.28
	Police	Operations (Police)	Full-Time Employee Regular	\$1,237.44
	Police	Operations (Police)	Full-Time Employee Regular	\$14,780.14
	Police	Operations (Police)	Full-Time Employee Regular	\$337.10
	Police	Operations (Police)	Full-Time Employee Overtime	\$1,047.60
	Police	Operations (Police)	Full-Time Employee Overtime	\$710.54
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$155.12
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$67.87
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$1,418.28
	Police	Admin Secretary (Police)	Part-Time Employee	\$87.17
	Police	Admin Secretary (Police)	Part-Time Employee	\$799.04
	Police	Police Grant Labor	Full-Time Employee Overtime	\$960.30
	Building Inspection	Operations (Bldg Inspection)	Part-Time Employee	\$192.31
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$287.57
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$370.74
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$822.72
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$588.09
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$1,407.78
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$61.58
	Streets & Roadways	Street Department	Full-Time Employee Overtime	\$75.99
	Streets & Roadways	Sanding	Full-Time Employee Regular	\$254.94
	Streets & Roadways	Sanding	Full-Time Employee Overtime	\$162.84
	Streets & Roadways	Snow Removal	Full-Time Employee Regular	\$3,880.71
	Streets & Roadways	Snow Removal	Full-Time Employee Overtime	\$577.82
	Park	City Parks	Full-Time Employee Regular	\$214.32
	Operations (PUC)	Administrative and General	Temporary Employees Regular	\$28.95
FUND 100 General Fund				\$44,702.61
Sewer Fund	Public Works	Sewer	Full-Time Employee Regular	\$285.18
	Public Works	Pump Station	Full-Time Employee Regular	\$24.63
FUND 500 Sewer Fund				\$309.81
				\$45,012.42

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

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Page 1

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
Liquor Fund	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$131.10
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$1,616.90
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$59.16
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$3,079.08
FUND 600 Liquor Fund				\$4,886.24
				\$4,886.24

**CITY OF PROCTOR**  
**Council Packet - Gen/Liq**  
Pay Group Description: City -BI-wk  
Pay Period: 2

01/31/18 5:24 PM  
Page 1

Location Description	Hours	Shift Multiplier	Amount	Pay Group Description
Location Description CITY HALL				
Shift Multiplier 1.5				
CITY HALL	9.75	1.5	\$248.63	City -BI-wk
Shift Multiplier 1.5	9.75		\$248.63	
Location Description POLICE				
Shift Multiplier 1.5				
POLICE	4.00	1.5	\$136.14	City -BI-wk
POLICE	1.50	1.5	\$50.60	City -BI-wk
POLICE	12.00	1.5	\$523.80	City -BI-wk
POLICE	12.00	1.5	\$523.80	City -BI-wk
POLICE	22.00	1.5	\$960.30	City -BI-wk
POLICE	12.00	1.5	\$523.80	City -BI-wk
Shift Multiplier 1.5	63.50		\$2,718.44	
Location Description Street Department				
Shift Multiplier 1.5				
Street Department	6.50	1.5	\$282.26	City -BI-wk
Street Department	3.75	1.5	\$162.84	City -BI-wk
Street Department	1.75	1.5	\$75.99	City -BI-wk
Shift Multiplier 1.5	12.00		\$521.09	
Shift Multiplier 2				
Street Department	6.00	2	\$295.56	City -BI-wk
Shift Multiplier 2	6.00		\$295.56	
Pay Group Description City -BI-wk	91.25		\$3,783.72	
	91.25		\$3,783.72	

*TZD grant*

Minutes of the Planning and Zoning Meeting of January 22, 2018 held in the Council Chambers at the Proctor Community Center.

Chairman Aldridge called the meeting to order at 5:00 p.m.

MEMBERS PRESENT: Commissioners: Harnell, Lambert, Tuomi, & Chair Aldridge

OTHERS PRESENT: Administrator Casey, City Attorney Bray and Robin Hansen

MEMBERS ABSENT: Commissioner Boysen

APPROVAL OF MINUTES:

Motion by Lambert, seconded by Tuomi and carried: To approve the Planning and Zoning Meeting Minutes of December 18, 2017.

APPROVAL OF AGENDA:

Motion by Harnell, seconded by Lambert and carried: To approve the January 22, 2018 Planning and Zoning Meeting Agenda.

1. PUBLIC HEARING

None.

2. COMMUNICATIONS

**A. Duluth Zoning Map**

Casey shared that he and councilor Schwarzbauer had previously attended a meeting with the Duluth Planning people to discuss zoning. While referring to the Duluth Site Map, included in the Agenda packet, he pointed out that Proctor has seven zones, and that the zoning in Klang Park was not changing. He also discussed that the map shows a large number of zones, and that for continuity purposes Duluth is trying to reduce their number of zoning classifications.

Chairman Aldridge stated that Boundary Avenue has mixed use now.

**B. Duluth Open Space Focus Area**

Casey explained the concept behind the "Duluth Open Space Focus Area" and how these open spaces reflect the communities ecological, historic, cultural and recreational values, and will contribute to the community's resilience to natural disasters.



### **3. BUILDING PERMITS (C-1 and above)**

None.

### **4. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

None

### **5. COMMITTEE REPORTS**

Administrator –

### **6. UNFINISHED BUSINESS**

#### **A. Zoning Classifications – Ordinance Wording to be Developed**

#### **B. Mixed Use Wording – John Bray**

A “Purpose Statement” was included in today’s Planning and Zoning Agenda. This document explains the definition, goals, use, standards and requirements of a Mixed Use District.

Attorney John Bray suggested for the commissioners to make comments and email them to him. Further discussion on this matter will take place at the next meeting.

### **7. NEW BUSINESS**

#### **A. Organizational – Planning & Zoning Commission**

Motion by Lambert, seconded by Harnell and carried (4-0): To appoint Thomas Aldridge as Chairman of the Planning & Zoning Commission.

Motion by Tuomi, seconded by Lambert and carried (4-0): To appoint Lowell Harnell as Vice Chairman of the Planning & Zoning Commission.

Motion by Harnell, seconded by Tuomi and carried (4-0): To appoint Bob Lambert as Chairman of the Appeals Board and Variances of the Planning & Zoning Commission.

#### **B. Variance Request of Public Hearing**

##### **a. Signage for Arena Sign**

Casey stated the Proctor School District is looking for a Variance and signage to be placed at 704 Kirkus Street, parcel number 185-0240-00750. Current City code regulations state that the on premise sign shall not exceed 20 square feet, and the school district feels the current sign ordinance is not adequate.

The application for Variance states the school district needs to market and advertise the location with an adequate size sign.

**b. Classification for the Sign**

Discussion ensued as to whether this sign fits the definition of an institutional sign, the distance from the property line and if there should be a public hearing held with regard to the new sign. Attorney Bray stated the sign best fits the institutional definition.

Motion made by Harnell, seconded by Lambert and carried (4-0): To call for a Public Hearing on February 26, 2018 at 5:00 p.m. to notify the neighbors of the Variance Request.

**C. Signage**

**a. Size Limitation for Ads or Banners Promoting Product**  
Ordinance Subd.7 pg 15. (off-site signs)

Casey stated that Chairman Aldridge had previously brought up the subject of signage at the ballfield and wanted clarification. Since that time Casey had met with the Softball Association and instructed that banners cannot be put on fences after the season. For this reason the City would need to be specific and define up to three different classifications of banners allowed.

Discussion ensued as to the type of venue, size and rules on banners. It was suggested to contact Stuart Taylor with regard to the different size signs.

Casey and Attorney Bray will look at the language. Casey will address the size of the banners; along with the duration of placement, temporary in nature – 90 days, and enforcing the ordinance.

**8. BUILDING INSPECTOR REPORT**

**A. Year to Date Building/Plumbing Permits Listing**

Casey to meet with the County Assessor tomorrow to look at the plans constructed in 2017; as the assessors need to have the plans appropriately valued.

Casey asked the Commission to bear with Robin Hansen, the new administrative assistant regarding permitting sheets; as her predecessor is no longer with the City and Robin will be learning as we move forward.

**MEMBER CONCERNS:**

1. Tuomi: 627 -4<sup>th</sup> Street Home. The space between the deck and garage, and he has not noticed a permit on the deck. Casey to follow up on this issue. Tuomi has been

checking with the Fire Marshall and Building Inspector. He stated there should be 10 feet between the dwelling and other structures. Casey explained that the City Council adopted the State Building Codes and that the separation can be larger, but not smaller. Tuomi will follow up with the Fire Marshall with regard to the State Building Code and the State Fire Code. Chairman Aldridge suggested having a Fire Marshall attend one of the Planning and Zoning meetings.

2. Lambert: House next to the Proctor Journal in in violation of City Code for over a year now. Casey stated the owner has been notified in the past and he will check further into the issue.

House on 4<sup>th</sup> Street. The front yard is a parking lot and the porch is for paint storage. Casey stated this home has been sited. Lambert replied there would be a problem for an emergency response team and it is an eyesore.

3. Harnell: The home across from the old high school (previous owned by Molstad) and on Second Street has stairs that you could not even walk on. Casey asked to be given the unknown address for this home so that he can notify the owner.
4. Aldridge: Cars on St. Louis River Road.

## **ADJOURNMENT**

Motion by Lambert, seconded by Tuomi and carried (4-0): To adjourn the meeting at 5:53 p.m.

## **Proctor Beautification & Trees Committee**

Tuesday, January 30, 2018 @ 6 pm

Proctor Area Community Center (PACC) Board Room

### **NOTES**

**Members Present:** Ed Habermann, Russell Habermann, Tracy Habermann, Kathy Hannan, and Jim Schwarzbauer

**Call to Order:** 6:00 pm

**Welcome & Introductions:** R. Habermann asked in lieu of introductions for members of the Committee to share a story about a beautification effort in the Proctor community the member felt was effective and represents the kind of work on which the committee should focus. R. Habermann documented three categories of information on a poster notepad while committee members shared stories: specific people, places, and organizations; actions; and changes made by the beautification effort.

E. Habermann told the story of the 2017 spring clean-up. T. Habermann told the story of enhancing Klang Park over a few years in the 2000s. Schwarzbauer told the story of community members clearing out overgrown gardens throughout town. Hannan told stories of the garden club working throughout the community and the importance of doing things that inspire action in others. R. Habermann told the story of community members dressing up the main street with seasonal flowers, garland, and more.

R. Habermann said the notes made during the stories will be used to develop a draft mission statement for the committee to be reviewed at the next meeting.

**Goals of Meeting:** R. Habermann noted the goals of the meeting were to review the draft City of Proctor Beautification Plan and develop a 2018 Committee work plan.

R. Habermann said he would send this list out to Committee members and ask them to email or call him with additional items that should be added. The actions on the calendar should not only be things Committee members will take on, but also what other community members who may not be involved do for community beautification. The hope is this would be a comprehensive list of all beautification efforts coming within the year.

**Next Meeting Date:** The next meeting will take place on Tuesday, April 17, at 6:00

pm. Additional details will be distributed to the Committee via email.

**Next Steps:** T. Habermann will go to city hall and ask Mark Casey about setting up a fund within the city to collect donations for committee efforts and about the possibility of asking for donations through a round-up program on the city utility bill. She will also ask about the light by the train and order the six flowers from the Green House in Carlton. R. Habermann will summarize the meeting and send out notes via email to the Committee. R. Habermann will also look into developing some online infrastructure (i.e. social media, website) to educate the public about Committee efforts and help inspire donations in the future. J. Schwarzbauer will bring forward the notes and draft City of Proctor Beautification Plan to the city council for review.

**Adjourn:** 8:07 pm

**MEETING MINUTES  
CABLE COMMISSION  
January 31, 2018 4:00 P.M.  
Proctor City Hall**

**CALL TO ORDER**

Jake called meeting to order at 4:03pm

**ROLL CALL**

Nancy Aldridge, Jake Benson, TC Leveille, Bill Blackwood,

**OTHERS PRESENT**

Jennifer Crown

**NEW BUSINESS**

- a. Welcome new members
  - i. Welcomed Bill Blackwood as a new member
- b. Role of commission
  - 1. Negotiate Mediacom contracts
  - 2. Programming – Diane and Nancy made a film at the history museum and it was broadcasts multiple times. Possible additional opportunities with Moody's Marching Band & Sam Cooke
  - 3. Equipment updates
  - ii. Chain of command
    - 1. Tod will report to the commission chair – Jake
  - iii. Purchase approval
    - 1. Commission authority of approval up to \$1500, unless it is urgent then it will default to Jake
  - iv. Programming
    - 1. Who decides which meetings are taped and aired?
    - 2. Motion is our intent to record all public meetings by Bill Blackwood and seconded by Nancy Aldridge. All voted for none opposed
    - 3. Motion to transmit public meetings. Motion by Bill Blackwood and seconded by T.C. Leveille. All for none opposed
      - a. If we're approached to not transmit a public meeting, who do Tod or T.C. defer this grievance with? Jake will be this person. Jake will research this topic further.
- c. Current PowerPoint Presentation tabled by Bill Blackwood
  - i. Approval of slides currently being used on public access channel
  - ii. Ideas of new slides to add

Motion to adjourn by Bill Blackwood, seconded by T.C. Leveille all for none against

**OTHER MEMBER CONCERNS**

SCHEDULE NEXT MEETING  
Possible grant to trac7 REA3D  
All of C. on next agenda

ADJOURNMENT

**Sally Hedtke, Event Coordinator**  
**100 Plank Drive**  
**Proctor, MN 55810**  
**shedtke@proctormn.gov**

## City of Proctor Special Event Application

**Event Title:** So, St.Louis County Fair - Proctor

**Purpose of Event:** \_\_\_County\_Fair Grounds

**Description of Event:**\_\_\_Fair/ Car racing /Soccer/ Hockey / Horse shows/Flea Markets/  
 Parking/ Bus Racing.Camping/.Garage Sales

**Event Category:**

☒\_X\_Athletic/Recreation    ☒\_X\_Festival    \_\_\_Parade/March    \_\_\_Block Party

\_\_\_Concert/Performance    ☒\_X\_Carnival    \_\_\_Grand Opening    \_\_\_Fundraiser

\_\_\_Street Dance (See City Ordinance 810.04)    Other: \_\_\_\_\_

**Event Schedule (use additional sheets if needed)**

	Date	Day	Starting Time	Ending Time	Anticipated Attendance
Setup	July 3	monday	6am		
Event Day 1	July 10	Tuesday	6am	10pm	1000
Event Day 2	July 11	wed	6am	10pm	3000
Event Day 3	July 12	Thursday	6am	10pm	3000
Event Day 4	July 13	Friday	6am	10pm	4000
Event Day 5	July 14	Saturday	6am	10pm	4000
Event Day 6	July 15	Sunday	6am	7pm	3000

**Event Location/Address:** \_\_\_800 N Boundary Ave Proctor MN 55810



## **Property Owner's Permission**

*I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above.*

\_\_\_\_\_  
Signature of Property Owner  
Or City Administrator (City of Proctor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

City of Proctor Special Event Application  
Page 1

**Organization Name:** \_\_\_\_\_ Proctor Fair Assn

**Organization Address:** 800 N Boundary Ave Proctor MN 55810  
\_\_\_\_\_

**Organization is:** \_\_\_\_\_ For Profit \_\_\_\_\_ X Non Profit  
(If Non-Profit, please include a copy of the IRS 501© tax exemption letter.)

### **Person Responsible for Coordination of Event**

**Name:** Frank Silro

**Email address:** fsilro2011@hotmail.com

**Home number:** \_\_\_\_\_

**Cell number:** 218-591-6274

**FAX number:** \_\_\_\_\_

**Address:** 3982 Leiste Rd  
Cloquet MN 55720-8207  
\_\_\_\_\_

### **Secondary Contact**

**Name:** Mary Korich

**Email address:** Mjayne19@hotmail.com

**Home number:** \_\_\_\_\_

**Cell number:** 218-348-1453

**FAX number:** \_\_\_\_\_

**Address:** 229 97 th ave w Duluth MN 55808  
\_\_\_\_\_

### **General Event Information**

**YES** Is this an annual event? If yes, how many years has it been held?

**YES** Is this event produced in other cities? If yes, please provide reference information. \_\_\_\_\_

**NO** Is your event part of a larger campaign (i.e. volleyball tour, charity event, holiday) If yes, please explain. \_\_\_\_\_

**YES NO**

Will you require the use of a city park or city property/public right-of-way?  
If yes, please name the property to be used. \_\_\_\_\_

**NOTE:** If event is to be held on city property you must complete an Event Sponsor Release and Indemnification Agreement and include it with the application. You must also provide an original insurance certificate naming the City of Proctor as an additional insured for the date(s) of the event showing Products Liability in the amount of \$2,000,000 as per MN Statute 480.04.

**YES NO** Are you requesting any roads to be closed? If yes, list roads to be closed  
and provide site map. \_\_\_\_\_

**NOTE:** See City Ordinance CHAPTER 610A, Subd. 11-SPECIAL EVENTS- Use of roadways; traffic regulations.  
**Important:** Some roads within Proctor City limits are the responsibility of the State and/or County, and the Duluth Transit Authority (DTA) provides service. It is the responsibility of the event sponsor to contact all entities that provide services or are responsible for the road, to obtain authorization to close those roads.

**YES NO** Will your event require electricity? If yes, please describe. \_\_\_\_\_

**YES NO** Will your event require outdoor lighting or electricity provided by the City of Proctor? If yes, please describe and sign statement below. \_\_\_\_\_

*As sponsors of the event listed in this application, we have requested the use of outdoor lighting/electricity to be provided by the City of Proctor. We agree to pay the city's cost in providing this service as per City Ordinance, Chapter 610A, subd. 4.*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**YES NO** Are you erecting any tents? If yes, please complete the table below.

Tent Size	# of Tents	Tent Location
60x40	2	On grounds

**YES NO** Will your event include amusement rides, inflatable structures and/or children's games?  
If yes, please describe. \_\_\_\_\_

**NOTE:** All amusement rides must be approved by the City of Proctor.

**YES NO**

City of Proctor Special Event Application  
Page 3

Will your event include the use of fireworks or other pyrotechnics? If yes, please describe. \_\_\_\_\_

**NOTE:** A permit approved by the City of Proctor Fire/Rescue Department is required

**YES NO** Are you charging a fee for this event? If yes, how will these revenues be used? \_\_\_\_\_

If the proceeds of the event are intended for an organization other than the applicant, please provide the following information:

Benefiting Organization: \_\_\_\_\_

Contact Person/Phone Number: \_\_\_\_\_

**Marketing**

**YES NO** Is your event listed on the web? If yes, please provide the URL address.  
\_\_\_\_\_

Please check all sources used to market event:

☒ Outdoor Banners    ☒ Radio Ads    ☒ Mailings    ☒ Newspaper Ads

☒ Outdoor Signs    ☒ TV Ads    ☒ Flyers    Other: \_\_\_\_\_

**Promotional Banners / Signs-Including electronic lighted display signs:**

Location	Size	Description
On Grounds	4x8	Banners

**Directional Signs:**

Location	Size	Description

**NOTE:** It is the responsibility of the event sponsor to follow all laws, ordinances and requirements in the use of electronic display signs.

**Entertainment**

**YES NO** Will your event have musical entertainment? If yes, please describe type of music for your event. Bands \_\_\_\_\_

**YES**    **NO**  
**YES**

Will your event use amplified sound equipment? If yes, please describe. \_\_\_\_\_

**YES**

Will your event have other entertainment? If yes, please describe the type of entertainment. **Carnival**

City of Proctor Special Event Application  
Page 4

Will your event require the use/construction of a stage? If yes, please describe.  
\_\_\_\_\_ **We have a portable Stage**

**NOTE:** Under City Ordinance 610.04, Subd. 2. Hours: No public dance, music festival, or music celebration as described above at subd. 1 shall be permitted to begin before noon, and any music or entertainment presented in connection with such events shall terminate at 12 a.m.

### **Security/Safety**

Your event will be reviewed by the Proctor Public Safety Committee to determine if and what type of public safety assistance will be required.

**YES**

**NO**

Will you be using a licensed professional security company to provide security services for your event? If yes, please describe the type of services they will perform. \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone

Number/E-Mail: \_\_\_\_\_

**YES**

**NO**

Will your event involve the use of traffic safety equipment? If yes, please describe. \_\_\_\_\_  
\_\_\_\_\_

**NOTE:** The permittee shall provide officers as required by City of Proctor City Ordinances and Code. The officers hired by the permittee shall be retained by the permittee under the following priority: (1) Off-duty Proctor officers; (2) Officers from a jurisdiction sharing mutual aid agreements with the City of Proctor; or (3) As approved by the Proctor Chief of Police. Provided, all officers hired under priority 3 shall be licensed, full-time peace officers from a jurisdiction within the State of Minnesota. Any and all selling or dispensing of alcoholic beverages at any event regulated hereunder shall conform to State and City liquor laws and ordinances, to be enforced by the applicable policing unit.

### **Site Plan**

You are **required** to provide a diagram of your event site plan and/or route and include the following items.

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and surrounding area.
- Location of fencing, barriers and/or barricades.

**YES**   **NO**

- **Location of stages, tents, generators, portable toilets/restrooms, vendor booths and other temporary structures.**
- **A detailed or close-up of the food booth and cooking area including identification of all vendors cooking with flammable gas or barbecue grills.**

- Location of parking arrangements for attendees, participants and vendors.
- The provision of twenty foot (20') emergency access lanes throughout the event venue
- Identification of event components/accommodations that have been made for persons with disabilities.

### Vendors

**YES**   **NO**   Will items or services other than food/beverage be sold at your event?  
If yes, you will be required to provide a listing of vendors and items/services that will be sold.

**NOTE:** All vendors are required to have a current State of Minnesota Operator Certificate of Compliance from the Department of Revenue (form ST19) and an original insurance certificate naming the City of Proctor as an additional insured for the date(s) of the event showing Products Liability in the amount of \$2,000,000.

### Food/Beverage

**YES**   Will your event serve food?  
If yes, where will the food be prepared? ☒ On Site   ☐ Off Site  
Will it be sold or provided free to attendees? \_\_\_\_\_

**NOTE:** If food is served, the food server may be required to have a Temporary Event Vendor License from the State of Minnesota Health Department. It is the responsibility of the food server to obtain this license.

**NO**   Do you intend to cook food in the event area? If yes, please specify method:  
☐ Gas   ☐ Electric   ☐ Charcoal   Other: \_\_\_\_\_

**NO**   Will your event serve beer and/or wine?  
Will it be sold or provided free to attendees? \_\_\_\_\_

**NOTE:** Alcoholic beverages are not permitted in any City Right-of-Way, City Park or facility except where specifically waived by the City Council. To serve alcoholic beverages at an event, a permit or special use license must be obtained from The City of Proctor Liquor Control Committee. In addition, a Certificate of Liquor Liability Insurance in the amount of \$500,000.00 naming the City of Proctor as an additional insured must be secured. This liquor liability insurance is required in addition to \$2,000,000 Products Liability insurance required of all event sponsors. The certificate of insurance must include liability coverage for the sale and/or consumption of alcohol during the event.

**EVENT SPONSOR**  
**RELEASE AND INDEMNIFICATION AGREEMENT**  
**City of Proctor Minnesota**

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on City of Proctor property:

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder initials here) mk

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES x      NO     

(Special Events Holder initials here) ml

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here)                     

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here)



E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) hsk

City of Proctor Release and Indemnification Agreement  
Page 1

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) rvy

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) rvy

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) rvy

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) rvy

**IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

**PRINTED NAME OF SPECIAL EVENTS HOLDER:**

So St. Louis County Fair Assn - Proctor

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

Name Mary Korich

Title Secretary

Signature Mary Korich

Date 1-2-08

City of Proctor Release and Indemnification Agreement  
Page 2

MINNESOTA STATUTES 2013

466.04

**466.04 MAXIMUM LIABILITY.**

Subdivision 1. **Limits; punitive damages.** (a) Liability of any municipality on any claim within the scope of sections 466.01 to 466.15 shall not exceed:

(1) \$300,000 when the claim is one for death by wrongful act or omission and \$300,000 to any claimant in any other case, for claims arising before January 1, 2008;

(2) \$400,000 when the claim is one for death by wrongful act or omission and \$400,000 to any claimant in any other case, for claims arising on or after January 1, 2008, and before July 1, 2009;

(3) \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case, for claims arising on or after July 1, 2009;

(4) \$750,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 1998, and before January 1, 2000;

(5) \$1,000,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2000, and before January 1, 2008;

(6) \$1,200,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2008, and before July 1, 2009;

(7) \$1,500,000 for any number of claims arising out of a single occurrence, for claims arising on or after July 1, 2009;

(8) twice the limits provided in clauses (1) to (7) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under sections 115B.01 to 115B.15 or under any other law; or

(9) \$1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by a municipality or operating under the authorization of a permit issued by a municipality.

(b) No award for damages on any such claim shall include punitive damages.

Subd. 1a. **Officers and employees.** The liability of an officer or an employee of any municipality for a tort arising out of an alleged act or omission occurring in the performance of duty shall not exceed the limits set forth in subdivision 1, unless the officer or employee provides professional services and also is employed in the profession for compensation by a person or persons other than the municipality.

[illegible]

- **Alcohol Consumption Areas**
- **Kids Games**
- **Carnival Rides**
- **Food**
- **Vendors**
- **Building Usage (ie: Animal Barn, etc.)**
- **Parking**
- **Gates**

**Operator Certificate of Compliance**

Read the information on the back before completing this certificate. Passes selling at events: Complete this certificate and give it to the operator/organizer of the event. Operator/organizer of events: Keep this certificate for your records.

Do not send this form to the Department of Revenue.

So St Louis County Fair Proctor 7014973

Name of business selling or exhibiting at event

800 N Broadway Ave Proctor

Minnesota tax ID number

MN

56810

State's complete address

City

State

Zip code

Name of person or group organizing event

Name and location of event

July 11-15-2018

Date of event

Describe the type of merchandise you plan to sell.

None

Complete this section if you are not required to have a Minnesota tax ID number.

☐ I am selling only nonresale items.

☒ I am not making any sales at the event.

☐ I participate in a direct selling plan, selling for \_\_\_\_\_ (name of company), and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf.

☐ This is a nonprofit organization that meets the exception requirements described below:

\_\_\_\_\_ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under (MS 297A.70, subd. 13b[4]).

\_\_\_\_\_ Youth or senior citizen group with fundraising receipts of \$10,000 or less per year (MS 297A.70, subd. 13b[1]).

\_\_\_\_\_ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.

I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.

Signature of seller

Print name here

Date

Expiry phone

1-1-2018

1218 348-1453

**PENALTY** — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of \$100 for each seller that is not in compliance for each day of the selling event.

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

LACORD

DATE (MM/DD/YYYY)  
4/25/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AFFECT, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **K & K Insurance Group, Inc.**  
P.O. Box 2338  
Fort Wayne, IN 46801

CONTACT  
NAME: **SMALL, COMMERCIAL UNIT**  
PHONE: **877-783-1161** FAX: **250-459-5870**  
(A/C, Ho, Ext):  
E-MAIL: **BOOKENDKINSURANCE.COM**  
ADDRESS: **INSURER(S) PROVIDING COVERAGE** NAME:  
**INSURER A: NATIONWIDE MUTUAL INSURANCE CO 23787**  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

INSURED **SOUTH ST. LOUIS COUNTY FAIR ASSOCIATION**  
**2646 MORRIS THOMAS ROAD**  
**DULUTH, MN 55811**

**COVERAGES****CERTIFICATE NUMBER: 1896137****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCUR</b> <b>Owners &amp; Contractors</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	PWC0028147500	12:01AM 6/30/17	12:01AM 6/30/18	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Per occurrence) 100000 MED EXP (Per occ per person) EC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 5000000 PRODUCTS-COMP/OP AGG 5000000 Part & Vol Liab 1000000 COMBINED SINGLE LIMIT (Per Accident) 1000000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PWC0028147500	12:01AM 6/30/17	12:01AM 6/30/18	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER-STATUS OTHER E.L. EACH ACCIDENT E.L. DISEASE - NA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

**CERTIFICATE HOLDER**

**CITY OF PROCTOR**  
**100 POINT DRIVE**  
**PROCTOR, MN 55810**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# Saint Louis County

Planning and Community Development Department • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)  
[planninginfo@stlouiscountymn.gov](mailto:planninginfo@stlouiscountymn.gov)

**Barbara Hayden**  
 Director

**TO:** St. Louis County Cities, Organized Towns and Interested Parties

**FROM:** Mary Anderson, Land Use Manager

**DATE:** January 23, 2018

**RE:** Planning Commission Public Hearing Thursday, February 8, 2018  
 St. Louis County Subdivision Ordinance 60 proposed Safe Routes to School program language amendments.

NOTICE IS HEREBY GIVEN THAT THE ST. LOUIS COUNTY PLANNING COMMISSION WILL HOLD A PUBLIC HEARING ON **THURSDAY, FEBRUARY 8, 2018 AT 9:10 AM**, AT THE NORTHLAND OFFICE CENTER, 307 FIRST STREET SOUTH, VIRGINIA, MN, 3<sup>RD</sup> FLOOR (LIZ PREBICH) CONFERENCE ROOM.

The Planning Commission will consider comments on the proposed Safe Routes to School program language amendments to St. Louis County Subdivision Ordinance 60.

Initial mailings were sent to you on December 19, 2017, seeking comments on the proposed ordinance amendments. It is not necessary that you comment; however, if you wish to, you can do so by attending the hearing, sending me a letter, or e-mailing Jennifer Bourbonais at [BourbonaisJ@stlouiscountymn.gov](mailto:BourbonaisJ@stlouiscountymn.gov) prior to the hearing. All letters must be signed and received in this office by Tuesday, February 6, 2018. They will be presented to the Planning Commission as part of the hearing. Please call Jennifer Bourbonais at 218-749-0629, if you have any questions.

**\*\*In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Planning Department 72 hours prior to the meeting at (218) 749-7103\*\***

☐ **Duluth Office**  
 Government Services Center  
 320 W 2<sup>nd</sup> 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 1<sup>st</sup> 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.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)  
STATIC DISPLAY LOAN PROGRAM**

**2018 LOAN AGREEMENT, SDA0159**

**1.0. Parties.** The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **CITY OF PROCTOR**, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **MN** and located at **PROCTOR**, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2018 and ending 31 March 2019. This Agreement is not transferable.

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

**3.0. Loaned Property.** The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

**4.0 Loan Conditions.**

**4.1.** The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

**4.2.** The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

**4.3.** The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.



**4.4.** The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include, but not limited to, annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

**4.5.** The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

**4.6.** Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

**5.0. Use as Security, Sale or Lease.** The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

**6.0. Professional Photography.** The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

**7.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

**8.0. Title.** The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

**9.0. Receipt, Custody & Liability.**

**9.1.** This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2018.

**9.2.** The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

**9.3.** The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

**9.4.** The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

**9.5.** The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with

an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

#### **10.0. Borrowers Responsibilities.**

10.1. The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

#### **11.0. Initial Loan Agreement Requirements.**

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

## **12.0. Annual Loan Renewal Requirements.**

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

## **13.0. Display/Maintenance Requirements.**

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. \_\_\_\_\_, but painted and marked to depict (nomenclature), Serial No. \_\_\_\_\_, assigned to the (Unit and/or person) in (location or theater) during (year)."

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

## **14.0. Radioactive Components.**

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

**15.0. Loan Termination.**

15.1. The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

**15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

**16.0. Dispute Resolution.** In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Twenty-Fourth Day of January, 2018, at Wright-Patterson AFB Ohio.

By: **SHAW.MELISSA.L.1** Digitally signed by  
**268824703** SHAW.MELISSA.L.1268824703  
**MELISSA SHAW** Date: 2018.01.24 08:31:05 -05'00'

Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC  
1100 Spaatz St  
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Fax Number: (937) 656-4081

Email: melissa.shaw@us.af.mil

#### ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 5 day of February 2018, at 6:00 p.m.

**Proctor, City of**

(Name of Borrower/Organization)

By: \_\_\_\_\_

(Signature)

**Philip Larson, Mayor**

(Typed or Printed Name & Title)

Address: **100 Pionk Drive**

**Proctor, MN 55810**

Telephone: **218-624-3641** Fax Number: **None**

Email: **cityhall@proctormn.gov**

# STATIC DISPLAY LOAN RENEWAL PACKAGE

## RETURN CHECKLIST

- ☐ Signed/dated Loan Agreement. Return entire document excluding Attachment 1&2.  
-Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- ☐ Signed/dated Inventory Report.
- ☐ Updated Point of Contact Information Sheet.  
-Do not retype this sheet.
- ☐ Compact Disc (CD) of photographs of each item on loan.  
-Photographs will show the entire item (left and right side). Additional photographs should be detailed enough to show the condition and tail number of the airframe.  
-DO NOT send printed photos, flash drives, movies, PowerPoints, etc. . .  
-Ensure the photos have been saved to the CD.
- ☐ Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).  
-For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

DUE TO EMAIL RESTRICTIONS THE LOAN RENEWAL PACKAGE MUST BE RETURNED THROUGH THE MAIL TO THE FOLLOWING ADDRESS:

NATIONAL MUSEUM OF THE USAF/MUC  
ATTN: MELISSA SHAW  
1100 SPAATZ ST  
WRIGHT-PATTERSON AFB OH 45433

### SUSPENSE DATE 31 MARCH 2018

**NATIONAL MUSEUM OF THE U.S. AIR FORCE**

**RCS: HAF-HO(A) 8801**

**Loan Account Number SDA0159**

**26-Dec-17**

<b>ACCESSION #</b>	<b>NOMENCLATURE</b>	<b>VOUCHER #</b>
SD-2000-0085	AIRCRAFT, F-101F, 59-0407	SD2002-165

**I certify that the above listed items shown on Pages 1 through 1  
have been accounted for with any discrepancies so noted.**

**Signature:** \_\_\_\_\_  
(Historical Property Custodian) (Date)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

## 2018 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0159
CITY/ORGANIZATION NAME	CITY OF PROCTOR
MAILING ADDRESS	100 PIONK DR
CITY	PROCTOR
STATE/COUNTRY	MN
ZIP CODE	55810
PHYSICAL LOCATION OF ITEM	25 Al Shoberg Dr
HISTORICAL PROPERTY CUSTODIAN	MR MAR CASEY
TITLE, HISTORICAL PROPERTY CUSTODIAN	CITY ADMINISTRATOR
PRIMARY POINT OF CONTACT	<del>MS TAMMIE McDONALD</del> <i>MS. ROBIN HANSEN</i>
TITLE PRIMARY POINT OF CONTACT	ADMINISTRATIVE SECRETARY
PRIMARY PHONE NUMBER	218-824-3641
ALTERNATE PHONE NUMBER	218-828-6288
PRIMARY FAX NUMBER	218-824-9459
EMAIL ADDRESS	cityhall@proctormn.gov



6D



Andrea Crouse and Todd Carlson  
Co-Chairs, Regional Stormwater Protection Team (RSPT)

1/18/2018

To RSPT Member,

Thank you for continuing to support efforts to protect local water from pollution by being a member of the Regional Stormwater Protection Team (RSPT). Clean water is important to all of us for many different reasons: public health, recreation, scenic beauty, fishing opportunities, and tourism... just to name a few.

According to the EPA, stormwater is the leading source of pollution to our nation's water, and in this region, that ultimately means Lake Superior. RSPT's mission is to educate and inform people about how their actions can and will impact water quality and to provide reasonable options and tools for decreasing stormwater pollution off their property. Since 2003, RSPT has been working to increase the public's understanding of stormwater pollution and promote methods to prevent it. And the issues around stormwater pollution are only getting more complex. In the Twin Ports we are dealing with *34 consecutive months of rain*. Rain on snow, more intense storm events, and aging infrastructure make our work all the more complex and imperative.

You may recall that last year RSPT members voted to increase annual dues by 10% (the first time dues have been raised since RSPT's inception in 2003). The 10% increase goes into effect this year, on the 2018 invoice.

As a member of the RSPT, your organization receives the benefits of sharing resources with other local agencies and organizations. By working together we can accomplish much more than all of us working separately. For most of our members, being a part of the RSPT is critical to helping your organization meet specific education and outreach requirements of your MS4 stormwater permit.

We would like to personally thank you for your past support with both resources and staff time. The participation and collaboration of our members is vital to keeping our creeks, streams, and lakes clean.

Enclosed you will find your the 2018 invoice which reflects the 10% increase to the annual dues. If you have any questions or concerns about RSPT or its mission please feel free to contact us anytime.

Sincerely,

Andrea B. Crouse & Todd Carlson

Andrea B. Crouse and Todd Carlson – Co-Chairs, Regional Stormwater Protection Team



City of Proctor  
c/o City Administrator  
100 Plonk Dr.  
Proctor, MN 55810

DESCRIPTION	AMOUNT
RSPT membership for 2018	\$1,100.00
TOTAL	\$1,100.00

**Please address and mail checks to:**

RSPT c/o South St. Louis SWCD  
215 N. 1<sup>st</sup> Avenue East  
Rm. 301  
Duluth, MN 55802

If you have any questions, please call Andrea Crouse (715-394-0392) or Todd Carlson (218-730-4051), RSPT co-chairs.

## **Proctor Beautification & Trees Committee**

Tuesday, January 30, 2018 @ 6 pm

Proctor Area Community Center (PACC) Board Room

### **NOTES**

**Proctor Beautification Plan (First Review):** R. Habermann distributed handouts of the draft City of Proctor Beautification Plan. In lieu of not having the full draft plan printed for everyone, he noted the plan also includes pictures offering general recommendations of the Committee, including light fixtures that preserve the night sky like at Enger Park, art and banners like at Dinkytown, landscaping like the Shoppes at Arbor Lakes, visitor enhancements like at the train monument in Cloquet, hanging flower baskets like on the main street in Carlton, and corridor beautification like along Howard Street in Hibbing.

R. Habermann then presented the project sheets from the draft plan, which are geographic-based and include a goal, action steps, potential partners, and funding opportunities for beautification efforts in specific areas of the city.

The five project sheets, prioritized by the committee in terms of importance, include:

1. Second Street
2. City Ball Court
3. Highway Two/Third Avenue
4. TRAINquility Park
5. Kingsbury Creek

It was noted during this discussion that input on upcoming projects, like a reconstruction of the Highway 2/Third Avenue corridor by the Minnesota Department of Transportation in 2027, should be considered now. This will leave enough time for communication with the proper agencies in charge of the project.

"Wish List" projects, which included areas the Beautification & Trees Committee is interested in pursuing as opportunities arise, were also outlined. The areas listed on this sheet include:

- Community Clean-up Days
- Development
- Gateways and Corridors
- Proctor Regional Recreation Area

- Public Art
- Railyard Aesthetics
- Sidewalks
- Trees
- Vacant and Blighted Properties

R. Habermann noted an underlying theme of the draft strategic plan document is not for the committee itself to take on projects that enhance the community, but rather for the committee to ensure the aesthetics of the city reflect the community's needs and desires, which starts with members of the community having a voice in community projects and being the driving force in making community enhancements.

J. Schwarzbauer asked what the next steps are with this document. Committee members noted the need for review from members of the community and city councilors. R. Habermann said any requested changes or ideas submitted can be considered for a final draft of the plan, to be read a second time and considered for approval at the April Beautification & Trees Committee meeting, which would then be passed to the city council for adoption consideration. A link to the draft document can be accessed and reviewed at

<https://docs.google.com/document/d/1vgCI2NYi7Czj4UllMINb-GyggixCc74ih9MVSVvlpdw/edit?usp=sharing>

**2018 Beautification Schedule:** R. Habermann invited the Committee to start building a calendar for beautification efforts in 2018. He noted this would be important in terms of coordination. The Committee immediately noted the following:

- Arrange development of a Beautification Committee Fund within the City [T. Habermann, R. Habermann, J. Schwarzbauer]
- Explore opportunities for fundraising (utility bill round-up program) [T. Habermann, R. Habermann, J. Schwarzbauer]
- Finalize City of Proctor Beautification Plan [All]
- Develop an online infrastructure [i.e. social media and website] for the Committee in order to educate public about Committee efforts and how to support [R. Habermann]
- Contact MnDOT regarding removal of the trees on the hillside below the Jet monument [R. Habermann]
- Order six hanging plants with self-watering reservoir from the Green House in Carlton for the block of 3rd Avenue between Second Street and Third Street (\$60/plant) [T. Habermann]
- Inventory downtown planters and approach nearest business about adopting the planter for the season; if business doesn't adopt, ask members of the community with advertising [R. Habermann, K. Hannan]

- **Explore more about opportunity to plant flowers under sign in front of Sinnott's [T. Habermann]**
- **Mow grass (along Highway 2 corridor [T. Habermann] and in the TRAINquility Park area [J. Schwarzbauer])**
- **Continue upkeep of the welcome sign at Boundary Avenue and Highway 2 [K. Hannan]**

February 1, 2018

Mark Casey

Proctor City Administrator

It is my intent to terminate my contract with the City of Proctor effective on or before March 13, 2018. I would like to get through the audit and finish up any loose ends through the end of February. I started with the city in January 2005, just in time to get involved with the annual audit for the previous year of which I knew nothing about. I didn't want to do that to another person.

I never believed when I was contracted back in January 2005 that I would still be working for the city in 2018. I have seen staff come and go. It has been a great trip. I have arrived at the point in my life where I need to say "it is time" to do other things.

I will miss the staff and the work. It has kept my mind and body moving.

I wish you and the city the best in the future in whatever endeavors take place.

A handwritten signature in black ink, appearing to read "Loren Peterson", with a long, sweeping horizontal line extending to the right.

Loren Peterson

66

**Resolution 05-18**  
**ADOPTING A BUDGET AMENDMENT 2018**

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

**WHEREAS**, the City of Proctor (City) owns and operates a public golf course; and,

**WHEREAS**, the City has entered into a Management Agreement with a non-city employee contractor to operate the golf course for the years(s) 2017-2019; and,

**WHEREAS**, the City Council is interested in establishing an amended Budget 2018 to reflect change in operations and budget agreement.

**WHEREAS**, In addition to the \$15,000.00 previously approved for the golf budget a minimum operating transfer will be made at YE18 in the amount of \$12,380.00 each to cover property insurance, fleet insurance, limited liability insurance, flood insurance and various fiscal fees associated with maintaining the city held golf fund. This will bring the total projected budget for 2018 to \$27,380.00.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Proctor, Saint Louis County Minnesota, that the following budget for the year 2017 is hereby amended to reflect revisions based on the City of Proctor golf course operations agreement for the 2017 fiscal budget year.

	2018	Amended 2018
Golf Fund	Revenues \$0	\$ 0
		(Operating Transfer)
	Expenses \$21,190	\$6,190) \$27,380.00

Upon vote taken thereon, the following voted

For:

Against:

Whereupon said Resolution was declared duly passed and adopted this 5<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
Philip Larson  
Mayor

Attest: \_\_\_\_\_  
Mark Casey  
Clerk/ Administrator

## CITY OF PROCTOR

02/01/18 3:24 PM

Page 1

## \*Check Summary Register©

December 2017 to February 2018

Name	Check Date	Check Amt	
<b>10100 First National Gen</b>			
Paid Chk# 036879 AMERIPRIDE SERVICES	2/6/2018	\$122.02	CLEANING SUPPLIES
Paid Chk# 036880 CENTURYLINK	2/6/2018	\$34.51	LIFT STATION
Paid Chk# 036881 CONSOLIDATED COMMUNICATI	2/6/2018	\$399.50	TELEPHONE
Paid Chk# 036882 C W TECHNOLOGY GROUP	2/6/2018	\$1,045.00	AGREEMENT SHORETEL IP CARE
Paid Chk# 036883 DSC COMMUNICATIONS	2/6/2018	\$1,556.00	PAGER MINITOR VI VHF & BATTERY
Paid Chk# 036884 CORPORATE PAYMENT SYSTE	2/6/2018	\$2,959.95	MISC OFFICE SUPPLIES
Paid Chk# 036885 FISHING WEBMASTER, LLC	2/6/2018	\$820.00	WEBSITE HOSTING + DOMAIN
Paid Chk# 036886 FOSSUM PLUMBING & HEATING	2/6/2018	\$235.29	FLUSH VALVE REBUILD KIT
Paid Chk# 036887 FRIENDS OF ANIMALS	2/6/2018	\$1,125.00	FIRST QUARTER CONTRACT PAYMENT
Paid Chk# 036888 GALLS, LLC	2/6/2018	\$293.64	CLOTHING
Paid Chk# 036889 GOPHER STATE ONE-CALL	2/6/2018	\$60.00	ANNUAL FACILITY OPERATOR FEE
Paid Chk# 036890 GRAYBAR ELECTRIC CO	2/6/2018	\$211.50	LIGHTING FIXTURE FOR PLANE LIG
Paid Chk# 036891 GREAT LAKES OFFICE SOLUTIO	2/6/2018	\$166.22	PPD ANNUAL MAINTENANCE AGREEME
Paid Chk# 036892 HOLIDAY STATIONSTORES LLC	2/6/2018	\$1,409.79	FUEL
Paid Chk# 036893 HUFF, TOD	2/6/2018	\$2,769.00	CABLE COMMISSION HOURS & LABOR
Paid Chk# 036894 JOHNSON CONTROLS	2/6/2018	\$525.00	FIRE INSPECTION FOR ALL REQUIR
Paid Chk# 036895 LEAGUE OF MINNESOTA CITIES	2/6/2018	\$1,230.00	PATROL SUBSCRIPTION
Paid Chk# 036896 LOCKSMITH SERVICES	2/6/2018	\$78.80	1 CODE KEY & 4 DUPL KEYS & LAB
Paid Chk# 036897 MAKI & OVEROM, LTD	2/6/2018	\$2,650.00	LEGAL FEES
Paid Chk# 036898 MINNESOTA ENERGY RESOURC	2/6/2018	\$985.10	GAS - PROCTOR FIRE DEPT
Paid Chk# 036899 MN POLLUTION CONTROL AGEN	2/6/2018	\$63.00	RICHARD J LALONDE
Paid Chk# 036900 MODERN MARKETING	2/6/2018	\$534.66	STICKER BLACK BEANIE & TEE
Paid Chk# 036901 NORTHLAND SECURITIES, INC	2/6/2018	\$645.00	ANNUAL CONT DISCLOSURE RPT FOR
Paid Chk# 036902 PETERSON, LOREN W	2/6/2018	\$1,903.17	ACCOUNTING SERVICES
Paid Chk# 036903 PROCTOR BUILDERS	2/6/2018	\$228.72	2PK CARB CARTRIDGE
Paid Chk# 036904 QUILL CORPORATION	2/6/2018	\$419.91	POLICE DEPT OFFICE SUPPLIES
Paid Chk# 036905 RSPT C/O S ST LOUIS SWCD	2/6/2018	\$1,100.00	RSPT MEMBERSHIP FOR 2018
Paid Chk# 036906 SEH	2/6/2018	\$36,422.50	PROCT 8TH ST ALMAC RESCONSTRUC
Paid Chk# 036907 ST LOUIS COUNTY AUDITOR	2/6/2018	\$489.55	MAINTENANCE OF TIF DISTRICTS &
Paid Chk# 036908 ST LUKES MEDICAL CLINIC	2/6/2018	\$28.42	MICHAEL JAMES MARCZAK
Paid Chk# 036909 STREICHER'S	2/6/2018	\$428.99	UNIFORMS
Paid Chk# 036910 THOMSON REUTERS-WEST	2/6/2018	\$99.23	POLICE DEPT WEST INFORMATION C
Paid Chk# 036911 US BANK VOYAGER FLEET SYS	2/6/2018	\$1,325.08	FUELS
Paid Chk# 036912 VERIZON WIRELESS	2/6/2018	\$831.71	MONTHLY CHARGES & PAST DUE BAL
Paid Chk# 036913 WILLIS SUPPLY COMPANY	2/6/2018	\$85.74	CASE TOILET TISSUE
Paid Chk# 036914 ZIEGLER, INC	2/6/2018	\$1,903.84	PLOW ANGLE CYCLINDERS REPLACED
<b>Total Checks</b>		<b>\$65,155.84</b>	



## CITY OF PROCTOR

02/01/18 1:47 PM

Page 1

**\*Check Summary Register\***

February 2018

Name	Check Date	Check Amt
<b>10110 First National Liq</b>		
Paid Chk# 028096 ADT SECURITY SERVICES	2/8/2018	\$81.76
Paid Chk# 028097 AMERICAN BOTTLING COMPAN	2/8/2018	\$148.50
Paid Chk# 028098 ARCTIC GLACIER ICE USA, INC	2/8/2018	\$52.64
Paid Chk# 028099 ARTISAN BEER COMPANY	2/8/2018	\$283.50
Paid Chk# 028100 BERNICK'S PEPSI	2/8/2018	\$2,005.55
Paid Chk# 028101 BLACKLIST ARTISAN ALES	2/8/2018	\$225.00
Paid Chk# 028102 BLACKWOOD, BILL	2/8/2018	\$40.00
Paid Chk# 028103 BREAKTHRU BEVERAGE	2/8/2018	\$4,048.42
Paid Chk# 028104 COCA COLA BEVERAGES OF DU	2/8/2018	\$295.20
Paid Chk# 028105 G&K SERVICES	2/8/2018	\$59.57
Paid Chk# 028106 JOHNSON BROTHERS INC	2/8/2018	\$8,053.82
Paid Chk# 028107 LAMAR COMPANIES	2/8/2018	\$295.00
Paid Chk# 028108 MICHAUD DISTRIBUTING COMP	2/8/2018	\$2,505.60
Paid Chk# 028109 MINNESOTA ENERGY RESOURC	2/8/2018	\$155.13
Paid Chk# 028110 MINNESTALGIA WINERY	2/8/2018	\$90.00
Paid Chk# 028111 PHILLIPS WINE & SPIRITS CO	2/8/2018	\$3,833.85
Paid Chk# 028112 ROHLFING INC	2/8/2018	\$4,182.40
Paid Chk# 028113 SOUTHERN GLAZER'S OF MN	2/8/2018	\$5,159.16
Paid Chk# 028114 SUPERIOR BEVERAGE	2/8/2018	\$6,577.02
Paid Chk# 028115 VINOCOPIA	2/8/2018	\$421.99
<b>Total Checks</b>		<b>\$36,292.11</b>