

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

Slogan: "You Have A Place In Proctor"

AGENDA
PROCTOR CITY COUNCIL MEETING
Monday, May 21, 2018 6:00pm
Council Chambers - Community Activity Center - 100 Pionk Drive

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OTHERS PRESENT

APPROVAL OF MINUTES May 7, 2018 City Council Meeting Minutes

APPROVAL OF AGENDA

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

***1. COMMUNICATIONS**

- A. Minnesota Association of Small Cities 2018-2019 Membership
- B. Northland Law Enforcement K-9 Foundation Thank You
- C. Moody's Press Release

2. PLANNING & ZONING DEPARTMENT MATTER

***3. CLERK ADVISES COUNCIL**

- A. Government and Liquor Fund Payroll Period Ended 5/13/18
- B. Government and Liquor Fund Payroll Period Ended 5/13/18

***4. COMMITTEE REPORT**

***5. UNFINISHED BUSINESS**

***A. SRO**

6. NEW BUSINESS

- A. Resolution 19-18 – Providing for the Issuance, Sale and Delivery of \$2,580,000 General Obligation Improvement Bonds, Series 2018A**
- B. Friends of Animals – Options 1, 2, & 3**
- C. Resolution 18-18 – Enter Into Agreement State of Minnesota DNR and Accepting A Grant**
- D. Ordinance 1-18 Amending Sec. 1000 of the City Code Entitled “Land and Building Regulation. (second reading)**
- E. Ordinance 2-18 Amending Sec. 200 of the City Code Entitled “Council and Administration.” (second reading)**
- F. Arbor Day Proclamation (a memorial)**
- G. Set Audit Report meeting date (6/4/18)**

7. LABOR AND NEGOTIATIONS ISSUES – Per MN Statutes 13D Closed Meeting

- A. Police Records Coordinator – Contract**
- B. Open Contracts**

6. NEW BUSINESS (continued)

- G. Posting of Police Records Technician position**
- H. Contract Proposal**

MEMBER CONCERNS

Schwarzbauer:

Benson:

Nowak:

DeWall:

Larson:

BILLS FOR APPROVAL

General: \$ 91,511.47

Liquor: \$ 36,894.41

Total: \$ 128,405.88

ADJOURNMENT:

Minutes of the regular Proctor City Council meeting held Monday, May 7, 2018
in the Community Center Council Chambers.

Mayor Larson called the meeting to order at 6:00 pm.

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

OTHERS PRESENT: Administrator Mark Casey; City Attorney John Bray; Chief
Gaidis; Jim Aird, Midway Township; Matt Bolf, Engineer;
Eric Senarighi & Damon Swenson - Carlton County Riders;
Jesse Annala -Parks & Rec; Kathy Hannan; Russell
Habermann; Tracy Habermann; Nick Greenwood, Nicole
Swenson; Eric Bingaman; Mike Donahue & Tammy
Lofdahl – Speedway; Peggy Vanderscheuren; Travis
White; Chad Ward; and Linnea Wiita.

APPROVAL OF THE MINUTES:

Motion by Schwarzbauer, seconded by DeWall and carried (5-0): To approve the April
16, 2018 Council Meeting Minutes.

APPROVAL OF THE AGENDA:

Motion by Schwarzbauer, seconded by Benson and carried (5-0): To approve the agenda
for May 7, 2018, with the following additions: Member Concerns/Larson 1. Hoghead
Fireworks, 2. Reclaimed Materials from road projects; Member Concerns/Nowak 1.
Vendors at City Hall; 6.O. Hiring Process – Financial Director.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:

Eric Senarighi of Carlton County Riders stated that his group is holding an ATV Youth
Certification Training on May 19th at the Proctor Fairgrounds. He said they have been
working with Sally in making suggestions for trails and routes through the City with an
emphasis on safety and ease of use. They added that the Fairgrounds is a great location
for this training.

Russell Habermann suggested that the City could post the entire contents of the meeting
packet on the website, instead of just the agenda, and people could read it in advance and
understand better what will be discussed. Regarding the upcoming street repair projects
he added that the Proctor Safe Schools plan template should also be considered.

Kathy Hannan asked regarding the date of the City Brush pick up – it will be May 29th.

Tracy Habermann, on behalf of the Beautification Committee, thanked all who volunteered and helped clean up the public areas in town. She added the Committee would like to purchase 2 benches – to be placed near the bus stop by the Keyboard and along the Highway 2 business district. Cost is \$728.85 each, plus \$187.69 shipping. She asked if it might be possible to get a grant for these. Another concern was whether there was any regulation of placing benches on the sidewalk of Highway 2. Flowers will arrive the end of May, 6 baskets costing \$68 each, with a water reservoir in the bottom, so will require less watering.

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

Motion by Schwarzbauer, seconded by Nowak and carried (5-0): To approve the Consent Agenda, pulling the following items: 4.A. Beautification& Trees Committee Meeting Minutes- April 17, 2018, and 4.B. Liquor Control Meeting Minutes – April 16, 2018 for discussion.

***1. COMMUNICATIONS**

- A. Local Economies and GPI
- B. Douglas County 911 Thank You to Proctor Police Department

2. PLANNING AND ZONING DEPARTMENT MATTER

***3. CLERK ADVISES COUNCIL**

- A. Government and Liquor Fund Payroll Period Ended 04/15/2018
- B. Government and Liquor Fund Payroll Period Ended 04/29/2018

4. COMMITTEE REPORTS

- A. Proctor Beautification & Trees Committee Meeting Minutes – April 17, 2018

Russell Habermann reported that the Committee is working on a mission statement and selected a logo. All members took on various projects. One project discussed was lighting for the Air Force jet and repairs to the train.

Motion by Schwarzbauer, seconded by Benson and carried (5-0): To approve using funds from the Attraction funds for the costs of lighting and repairs to the jet and the train.

- B. Liquor Control Meeting Minutes – April 16, 2018

Discussion that because only 3 members were present, there was no quorum. Four members would have been necessary to make a quorum. Therefore, no action could be taken as a result. Nowak added that the items on the agenda were for discussion purposes, so no harm done.

C. 2018 Committee/ Commission Appointment List – Updated 4/26/2018

List attached.

5. UNFINISHED BUSINESS

***A. SRO**

6. NEW BUSINESS

A. Resolution 17018 – Resolution Accepting Bids and Awarding Construction Contract for Almac Drive and 6th Street Sewer and Infrastructure Improvements City of Proctor

Matt Bolf reported on the bids received for the two pending construction projects. Estimated cost of project was \$3.3 million. Bolf recommended the bid from Ulland Brothers of \$2.77 million. He added that the signed Resolution was due the following morning for the St. Louis County Board meeting, as they must administer the project due to the State grant. He said the next steps involve bonds and insurance, and a possible project start date of June 11.

Discussion of sidewalks – currently planned for only north side of both Almac Drive and 6th Street, and then possible changes in sodding and trees, which may constitute a change order and incur extra expense.

Motion by Larson, seconded by DeWall and carried (4-1 Benson): To award the bids for the reconstruction projects on Almac Drive and 6th Street to Ulland Brothers, Inc., including Change Order #1 for changes in sodding and trees if it can be decided in the next few weeks, so as to not cause delay.

An amendment to the motion proposed by Benson to consider additional sidewalks in the Change Order failed due to lack of a second.

RESOLUTION NO. 17-18

**RESOLUTION ACCEPTING BIDS and AWARDING
CONSTRUCTION CONTRACT for
ALMAC DRIVE AND 6TH STREET SEWER and INFRASTRUCTURE
IMPROVEMENTS CITY OF PROCTOR**

STATE OF MINNESOTA)
COUNTY OF SAINT LOUIS)
CITY OF PROCTOR)

WHEREAS, pursuant to an advertisement for bids for the 2018 Almac Drive and 6th Street Sewer and Infrastructure Improvements, bids were received, opened and tabulated according to the state of Minnesota laws, and the following bids (Attachment A) were received complying with the advertisement:

and,

WHEREAS, it appears that Ulland Brothers, Inc. of Cloquet MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, through the city council of the City of Proctor, St. Louis County Minnesota:

1. The bid of Contract is in the amount of \$2,777,400.00 in accordance with the plans and specifications and advertisements for bids shall be and hereby is accepted.
2. The Mayor and Clerk are hereby authorized and directed to enter into the a contract with Ulland Brothers, Inc. of Cloquet Minnesota in the name of the City of Proctor for the Almac Drive and 6th Street Sewer and Infrastructure Improvements, according to the plans and specification therefore approved by the city council and on file in the office of the City Clerk
3. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two (2) lowest bidders shall be retained until a contract has been signed.
4. Upon execution of a contract and Notice of Award by the Contractor and it's submission of a performance bond, payment bond, and certificate of insurance acceptable to the City of Proctor.

Moved by Councilor _____ and seconded by Councilor _____ that the foregoing resolution be adopted.

Voting Aye:

Voting No:

Absent:

Resolution is hereby declared adopted this 7th day of May, 2018.

Attest:

Mayor, City of Proctor

City Clerk/Administrator

B. Recommendations from Beautification & Trees Committee for Almac Drive and 6th Street Projects.

Russ Habermann expressed that he thought there had been little public engagement in the planning process. He went on to explain elements of urban planning such as sharing the road, lighting concerns, storm water management, and the benefits of trees. He added that sidewalks and storm water management require ongoing City maintenance. Discussion followed on the pros and cons of sidewalks and trees, as well as ways to control (slow down) traffic. The sidewalks that are in the plan would be along the curb, so could be plowed in winter.

Mayor Larson explained the City is trying to address two of the worst streets with major problems below the pavement, and trying to be cost effective in the process. He apologized if any individuals or groups felt left out, but noted time is of the essence.

Travis White stated that he thinks sidewalks are a safety necessity and believes they should be on both sides of a street whenever possible.

Schwarzbauer expressed concerns that residents weren't more involved, and brought up the possibility of closing Bee Street. He is worried that Safety might be sacrificed for Convenience.

Administrator Casey advised that there had been one hearing and that many residents had been contacted, including getting easements for the construction work.

Motion by Larson, second by DeWall and carried (4-0, Schwarzbauer abstained): To meet with the Beautification & Trees Committee to review the project as a whole, per the Committee's recommendation, and not just street by street.

C. Excerpt of City Council Meeting 04/16/2018 – Annual Fee for Use of City Softball Fields (*map included*)

Jesse Annala explained that the fee for use of the softball fields is necessary to offset some of the cost of preparing and maintaining the fields.

Motion by Nowak, second by DeWall and carried (5-0): For the City to bill the Proctor Area Fastpitch Association for \$1000 for use of the City's softball fields.

D. Application for Parks and Recreation Membership Consideration

The application of Jennifer McDonald was reviewed for consideration of appointment to the Parks and Recreation Committee. Her involvement in the community was noted. Benson expressed thanks for the detailed, completed application.

Motion by Larson, second by Nowak and carried (5-0): To accept Jennifer McDonald's application and approve her to serve on the Parks and Recreation Committee.

E. City-Wide Brush Pickup

City wide brush pickup will begin May 29th. It is just for brush, no leaves, no grass, and NO BAGS.

Motion by Schwarzbauer, second by DeWall and carried (5-0): To approve the city-wide brush pickup beginning May 29th.

F. Tourism Committee Requesting Approval to Use Unallocated Funds

1. 2018 St. Louis County Fair
2. 2018 Speedway Events

The Tourism Committee requested Council approval to issue the 2018 St. Louis County Fair \$8000 and the 2018 Proctor Speedway Events \$5000 from Unallocated Funds. Noted that each is almost half of what was requested by each group.

Motion by Larson, second by DeWall and carried (5-0): To approve the request of Tourism for \$8000 for the 2018 St. Louis County Fair and \$5000 for the 2018 Proctor Speedway Events.

G. PACC Lease Agreement Between the City of Proctor and ISD 704

Casey reported that the school district handles all the rentals of the rooms within the PACC and have done a very good job, also saving a lot of City staff time.

Motion by Schwarzbauer, second by Larson and carried (5-0): To enter into the PACC Lease Agreement between the City of Proctor and ISD 704.

**H. Ordinance 01-18 – Ordinance Amending Section 1000 of the City Code
Entitles “Land and Building Regulation” (*First Reading*)**

Attorney Bray explained that the Planning & Zoning Committee is recommending the changes to address the existing homes in the downtown commercial area (C-1 zone.) These homes can be difficult to finance and difficult to sell. Also, no new businesses have moved in recently. Therefore the change would allow construction of new single family residences in the area.

**ORDINANCE NO. 01-18
ORDINANCE AMENDING SECTION 1000 OF THE
CITY CODE ENTITLED “LAND AND BUILDING REGULATION”**

**THE CITY COUNCIL OF THE CITY OF PROCTOR DO ORDAIN AS
FOLLOWS:**

Section 1. City Code, Section 1002.09, Subd. 2; paragraph (1) entitled “C-1 Retail District Permitted Uses,” and Subd. 4 paragraph 1; entitled Height and Area Regulations, is hereby amended as follows:

Subd. 2 A building or premises in the “C-1” Commercial District shall be used only for the following purposes; provided, however, that no use shall be allowed which will be likely to directly or indirectly pollute, impair, or destroy critical environmental features:

(1) Any use permitted in the “R-3” Zone ~~except single family dwelling.~~
Subd. 4. The height and area regulations set forth in ‘1002.03 shall apply in the “C-1” District; and, in addition, every building or portion thereof used for dwelling purposes shall comply with the side yard and lot area per family requirements of the “R-3” Apartment Residential District, provided however, that single family residences shall be subject to setbacks as provided for in R1-A zones.

Section 2. All other provisions shall remain in full force and effect without modification, or amendment

Section 3. The effective date of this ordinance change shall be the date following the last date of publication in the City of Proctor official newspaper.

Moved by Councilperson _____ and seconded by Councilperson _____ that
the
foregoing ordinance be adopted as amended.

Voting Yes: Councilpersons

Voting No: Councilpersons

Ordinance declared adopted this ____ day of May, 2018.

CITY OF PROCTOR

By _____
Mayor

ATTEST:

City Clerk/Administrator

First Reading:

Second Reading:

Published Proctor Journal on _____, 2018

I. Ordinance 02-18 – Ordinance Amending Section 200 of the City Code
Entitles “Council and Administration” (*First Reading*)

Schwarzbauer reported that he had done a lot of research and is recommending a change to the makeup of the Liquor Control Board. His research indicated that a group of four – including 2 City Council members and the Chief of Police (3 voting members) and the Liquor Store Manager (in an advisory position) as the most efficient way to manage liquor licensing and sales. He said another option would be having no Liquor Control Board at all. Those were the two most common choices in Minnesota cities.

ORDINANCE NO. 02-18
ORDINANCE AMENDING SECTION 200 OF THE
CITY CODE ENTITLED “COUNCIL AND ADMINISTRATION”

THE CITY COUNCIL OF THE CITY OF PROCTOR DO ORDAIN AS
FOLLOWS:

Section 1. City Code, Section 201.7, Subd. 1; paragraph (1) and (2) entitled “Standing Committees,” is hereby amended as follows:

Subd. 1 (1) That there shall be ~~nine~~ eight standing committees of the City Council, namely: streets; liquor control; parks and recreation; beautification and trees; public safety; cable television; ~~inflow and infiltration~~; tourism; and trust fund board. That each of said committees except the trust fund board, said board being governed by the ordinance establishing the fund and the Liquor Control Board shall consist of one Council member and two non-council members (or more as the ~~committee~~ Council shall so decide), and said committee members shall be appointed by such Council at the first meeting of each year or upon vacancy or term expiration. Any subject considered by said committees shall be presented to the Council with their recommendations for the Councils consideration:

(2) The Liquor Control Board shall consist of two Councilmembers and the Police Chief with the Liquor Store Manager as an advisory member.

Section 2. All other provisions shall remain in full force and effect without modification. or amendment

Section 3. The effective date of this ordinance change shall be the date following the last date of publication in the City of Proctor official newspaper.

Moved by Councilperson _____ and seconded by Councilperson _____ that
the
foregoing ordinance be adopted as amended.

Voting Yes: Councilpersons

Voting No: Councilpersons

Ordinance declared adopted this ___ day of May, 2018.

CITY OF PROCTOR

By _____
Mayor

ATTEST:

City Clerk/Administrator

First Reading:

Second Reading:

Published Proctor Journal on _____, 2018

J. Performance Measurement Program Survey

Benson explained the process of surveying the public for their opinion on how things are going within the City, as has been done in past years. Incentive is a small cash reimbursement to the City and an exemption for the City from levy limits for taxes. The deadline is July 1, 2018.

K. Resolution 16-18 Establishing a Performance Measurement System

Discussion of the Survey process – including in Utility bill mailing, which requires approval from Public Utility Commission; the possible use of Survey Monkey, and the need to tabulate and report results to the state. Also whether to narrow the list down to 10 questions.

Motion by Benson, second by Schwarzbauer and failed (2-3): To direct the City Administration to conduct a performance management survey of the residents.

**RESOLUTION 16-18
ESTABLISHING A PERFORMANCE MEASUREMENT SYSTEM**

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

WHEREAS, Benefits to the City of Proctor for Participation in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlines in MS 6.91 and include eligibility for reimbursement as set by State statute; and

WHEREAS, any city participating the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect, and

WHEREAS, the City Council of Proctor will adopt and implement at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help, plan budget manage and evaluate programs and for optimal future outcomes; and

NOW THEREFORE BE IT RESOLVED, the City of Proctor commits to renewing its commitment to a performance measurement system that collects and reports the performance measures developed by the State of Minnesota Council on Local Results and Innovation.

BE IT FURTHER RESOLVED, the City of Proctor will report the results of the performance measures to its citizenry through publication in the Proctor Journal and by posting on the city's website.

BE IT FURTHER RESOLVED The City of Proctor will submit to the Office of the State Auditor the actual results of the performance measures adopted by the City.

Be It Further Resolved that performance measures identified for Proctor are:

1. Number of years you lived in Proctor (1-9, 10-19, 20-29, 30-39, 40-49, 50-59, 60-69, 70 and over)
 2. How would rate the overall appearance of the city?
 3. How would you describe your overall feeling of police protection services in the city?
 4. How would you rate the overall quality of fire protection services in the city?
 5. How would you rate the overall condition of the city?
 6. How would you rate the overall quality of snowplowing on city streets?
 7. How would you rate the dependability and overall quality of city sanitary sewer service?
 8. How would you rate the dependability and overall quality of city water services?
 9. How would you rate the dependability and overall quality of natural gas service?
 10. How would you rate the dependability overall quality if city electricity service?
 11. How would you rate the overall quality of city recreation programs and facilities?
 12. How would you rate the overall quality and programming of the Community Access Channel?
 13. How would you rate the overall quality of the utility billing/finance department services in the city?
 14. How would you rate the overall quality of services provided by the city?
- The scale will be: Poor, Fair, Satisfactory, Good, Excellent or 1,2,3,4,5, <poor to excellent.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 16-18 was declared duly passed and adopted this 7th day of May, 2018.

Philip Larson
Mayor

Attest: _____
Mark Casey
Administrator/Clerk-Treas.

L. Northland Healthy Minds Mental Health Awareness Month Proclamation for May 2018

Motion by Nowak, second by Larson and carried (5-0): To support the awareness campaign by Northland Healthy Minds for Mental Health Awareness Month in May.

M. 2018 Community Policing Development (CPD) Grant

Discussion of a possible federal grant for community policing was presented by Benson. Chief Gaidis said the area he thought would be beneficial would be to work with the hotels, and increase police presence in the hotels, to deal with prostitution and drug trafficking. He said the hotels are also supportive of this. However, the deadline is only a month away, grant writing is labor intensive. Possibly engage a grant writer or assistance from another organization.

Motion by DeWall, second by Schwarzbauer and carried (5-0): For the Chief of Police and Public Safety Committee to look into the possibility of applying for a federal grant for Community Policing in the future to address human and drug trafficking.

N. Proctor's Pellet Pathway.

Benson presented photos and information of taconite pellets strewn on public streets and sidewalks from trains passing by, in which a person reported falling and sustaining an injury. Discussion that it is an ongoing issue, and that the City has an ordinance requiring property owners to keep the sidewalks clear.

Motion by Larson, second by Benson and carried (5-0): To direct the City Administrator to prepare a letter and photos to the CN Railroad directing them to take care of the matter, and possibly erect a hazard sign.

O. Hiring Process – Financial Director/Accountant/Deputy Clerk

DeWall presented an update on the hiring matter. Discussion to narrow the field to 5 candidates and to assemble a screening committee to join the Personnel

Committee for interviews. Larson stepped aside to be replaced by DeWall, as there cannot be 3 Councilors on one committee.

Motion by Schwarzbauer, second by Larson and carried (4-0, Benson abstained): To designate Steve Anderson and Diane Giuliani to join DeWall, Schwarzbauer, and Administrator Casey, and Loren Peterson and Lori Anderson as alternates for the hiring committee for the Financial Director position.

7. LABOR AND NEGOTIATIONS – Closed Meeting

None.

MEMBERS CONCERNS:

Benson

1. Workplace Equity
Tabled

2. Legislative Update

House Bill HR2826 – Proctor and Hibbing Speedway's request for property tax exemption did make it to the Conference Committee, but did not make it to the Omnibus Bill this year because it changes property taxation. However, the sponsors will bring it back in the next legislative session for a full committee hearing.

Nowak

1. Vendors – City Hall

Nowak noted that some vendors coming into City Hall are not signing into the required log book. There have also been reports of them not being respectful of employees and comments about purchases from other vendors. Nowak said it needs to stop.

Benson stated it is also nice to support local businesses, and to acknowledge when bids come in.

DeWall

None

Mayor Larson

1. Fireworks

Larson explained the cost of fireworks for Hoghead is \$6000. In the past the Chamber paid \$1000, and Irving Community Gambling contributed \$1000. That leaves \$4000. Discussion among Councilors that while the public loves them, it is a high price tag.

Council agreed by consensus that \$4000 is too large a bill for the City at this time.
(continued below)

Schwarzbauer

Schwarzbauer then offered to attempt to raise donations of the money, and possibly to include a mailer in the utility bills, among other ideas.

BILLS FOR APPROVAL

General Bills:	\$187,053.37
Liquor Bills:	<u>50,946.88</u>
Total	\$238,000.25

\$238,000.25 TOTAL BILLS FOR APPROVAL

Casey noted that bills are higher because it has been three weeks since the last meeting, and some expenses on the list will be billed back to the construction projects.

Motion by Nowak, seconded by Larson and carried (5-0): To approve the bills for payment as listed.

ADJOURNMENT

Motion by Larson, seconded by DeWall and carried (5-0): To adjourn the City Council meeting at 8:50 pm.

1A

Minnesota Association of Small Cities 2018 - 2019 Membership Form

Please fill out the following information according to your cities population. Send this form along with a check for your membership to:

MAOSC
145 University Ave W
Saint Paul, MN 55103

Dues Structure for the City of: City of Proctor

Population	Base Dollar Amount
0 – 1,000	\$120.00
1,001 - 2,000	\$150.00
2,001 – 5,000	\$200.00

2018 – 2019 Membership Dues Invoice

Membership Base	\$ 200.00
City Population 3088 multiplied by 0.45 per capita	\$ 1389.60
Total Dues	\$ 1589.60

Contact Information

City Mayor and email address _____

City Clerk/Administrator email address and phone number _____

Please contact Jackie Sura if you need further information or have questions regarding your membership. mjsura@comcast.net

Thank you for your membership to MAOSC. We appreciate your support for our small cities in Minnesota. You will receive a card from MAOSC acknowledging your membership.

Jill Sletten, MAOSC Executive Director
www.maosc.org



**Northland Law Enforcement
K-9 Foundation**

One AMSOIL Center
Superior, WI 54880

NorthlandK9.org



Northland K9 Foundation

A non-profit organization
to support the K-9 units of
the following agencies:

Douglas County
Sheriff's Office



Duluth Police
Department



Hermantown Police
Department



St. Louis County
Sheriff's Office



Superior Police
Department



Donation/Tax Receipt

May 2, 2018

Thank you for helping to make our communities safer. Your gift to the Northland Law Enforcement K-9 Foundation will help purchase, train and equip K-9 officers and their human partners.

K-9s put their lives on the line for their human partners, track felons, search for and rescue lost people, and sniff out drugs, weapons and critical evidence. They work odd hours – often overnight shifts and weekends – in all types of weather. K-9s are invaluable members of our law enforcement teams and work to keep our communities safe.

Law enforcement K-9's and their partners must continually train to remain at their best, and your commitment to helping with this training is appreciated.

Sincerely,

Deena Peterson

Deena Peterson
Secretary/Treasurer



Northland Law Enforcement K-9 Foundation
4995 Misty Bay Dr.
Duluth, MN 55803

Receipt: S2018-65

Date: April 24, 2018

Amount: \$250.00

Received From: City of Proctor

Address: 100 Pionk Drive
Proctor, MN 55810

Gift Type: Check #37072 – Sergeant Level Sponsorship

Campaign: Spring 2018

Fund: Unrestricted

THANK YOU FOR YOUR GIFT!

The AMSOIL Northland Law Enforcement K-9 Foundation did not provide either goods or services in whole or partial consideration for the above contribution. The AMSOIL Northland Law Enforcement K-9 Foundation is a 501(c)(3) non-profit organization and your contribution is tax deductible as specified by law.

MOODY'S

INVESTORS SERVICE

Rating Action: **Moody's assigns A1 to Proctor, MN's \$2.6M GO Bonds Series 2018A**

17 May 2018

New York, May 17, 2018 – Moody's Investors Service assigns a A1 rating to the City of Proctor, MN's \$2.6 million General Obligation (GO) Improvement Bonds, Series 2018A. Moody's maintains the A1 rating on the city's outstanding general obligation unlimited tax (GOULT) debt. Post-sale, the city will have \$6.2 million of GOULT debt outstanding.

RATINGS RATIONALE

The A1 rating reflects the city's growing tax base favorably situated next to the city of Duluth, MN (Aa2 stable), strong financial operations supported by conservative management practices and healthy reserves and a moderate pension burden. Additionally incorporated into the rating is the city's small and concentrated tax base, and high debt and fixed costs.

RATING OUTLOOK

Outlooks are not usually assigned to underlying ratings of local governments with this amount of debt.

FACTORS THAT COULD LEAD TO A UPGRADE

- Significant expansion and diversification of the city's tax base
- Substantial growth in fund balances and liquidity

FACTORS THAT COULD LEAD TO A DOWNGRADE

- Material declines in fund balances and liquidity
- Deterioration of the city's tax base and demographic profile
- Increase in the city's debt and pension liability

LEGAL SECURITY

The 2018A bonds are secured by the city's general obligation unlimited tax (GOULT) pledge which benefits from a dedicated property tax levy that is not limited by rate or amount. A portion of the bonds are expected to be repaid with special assessment revenues from benefiting properties.

USE OF PROCEEDS

Proceeds of the 2018A bonds will finance various street improvement and utility projects.

PROFILE

The city of Proctor is located in St. Louis County (Aa2), in northeastern Minnesota (Aa1 stable) and borders the City of Duluth. The city encompasses an area of approximately 3.4 square miles and has a population of 3,064 as of 2016 estimates.

METHODOLOGY

The principal methodology used in this rating was US Local Government General Obligation Debt published in December 2016. Please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

For ratings issued on a program, series or category/class of debt, this announcement provides certain

regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moodys.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

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CITY OF PROCTOR

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Payroll Summary - General Funds

Comments: Labor Distribution

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
General Fund	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	\$650.40
	City Clerk	Administrative	Full-Time Employee Regular	\$2,241.00
	City Clerk	Administrative	Full-Time Employee Regular	\$393.75
	City Clerk	Administrative	Full-Time Employee Regular	\$201.25
	City Clerk	Administrative	Full-Time Employee Overtime	\$430.26
	Financial Administration	Accounting	Full-Time Employee Regular	\$2,230.40
	Police	Operations (Police)	Full-Time Employee Regular	\$16,328.14
	Police	Operations (Police)	Full-Time Employee Regular	\$671.40
	Police	Operations (Police)	Full-Time Employee Regular	\$365.04
	Police	Operations (Police)	Full-Time Employee Overtime	\$1,586.00
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$1,563.70
	Police	Admin Secretary (Police)	Part-Time Employee	\$151.84
	Police	Admin Secretary (Police)	Part-Time Employee	\$759.20
	Building Inspection	Operations (Bldg Inspection)	Part-Time Employee	\$192.31
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$320.19
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$5,202.93
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$251.91
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$270.93
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$511.17
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$531.48
	Park	City Parks	Full-Time Employee Regular	\$443.34
	Park	City Parks	Temporary Employees Regular	\$137.50
	Recreation	Ball Field Maintenance	Full-Time Employee Regular	\$98.52
	Recreation	Ball Field Maintenance	Temporary Employees Regular	\$237.50
FUND 100 General Fund				\$40,904.50
Sewer Fund	Public Works	Storm Drainage	Full-Time Employee Regular	\$579.00
FUND 500 Sewer Fund	Public Works	Sewer	Full-Time Employee Regular	\$86.85
				\$665.85
				\$41,570.35

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

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FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
Liquor Fund	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$240.35
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$1,507.65
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$2,136.36
FUND 600 Liquor Fund				\$3,884.36
				\$3,884.36

CITY OF PROCTOR
Council Packet - Gen/Liq
Pay Group Description: City -Bi-wk
Pay Period: 10

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Location Description	Hours	Shift Multiplier	Amount	Pay Group Description
Location Description CITY HALL				
Shift Multiplier 1.5				
CITY HALL	7.25	1.5	\$190.31	City -Bi-wk
Shift Multiplier 1.5	7.25		\$190.31	
Location Description POLICE				
Shift Multiplier 1.5				
Police	12.00	1.5	\$448.56	City -Bi-wk
Police	1.00	1.5	\$37.38	City -Bi-wk
Police	12.00	1.5	\$547.56	City -Bi-wk
Police	11.00	1.5	\$501.93	City -Bi-wk
Police	1.00	1.5	\$50.57	City -Bi-wk
Police	8.25	1.5	\$239.95	City -Bi-wk
Shift Multiplier 1.5	45.25		\$1,825.95	
Pay Group Description City -Bi-wk	52.50		\$2,016.26	
	52.50		\$2,016.26	

**RESOLUTION 19-18
PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF
\$2,580,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2018A**

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

BE IT RESOLVED, by the City Council (the "Council") of the City of Proctor, St. Louis County, Minnesota (the "Issuer"), as follows:

1.01 Authority and Purpose.

A. Pursuant to authority contained in Minnesota Statutes, Chapters 429 and 475, the City Council directs the issuance and sale of \$2,580,000 General Obligation Improvement Bonds, Series 2018A of the Issuer (the "Bonds"), for the purpose of (i) financing a portion of the costs of local public improvements which are to be paid for in part by special assessments levied or to be levied upon benefited property (the "Project"), (ii) for payment of part of the interest cost of the Bonds and (iii) for payment of part of the issuance costs of the Bonds. The principal of and interest on the Bonds shall be paid primarily from special assessments levied upon benefited property (the "Special Assessments") and ad valorem taxes (the "Taxes" and together with the Special Assessments, the "Pledged Revenues"). The Project is ordered as required by Minnesota Statutes, Section 429.091, Subdivision 1.

B. The Bonds shall provide funds to finance the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Project shall proceed with due diligence to completion. The Issuer covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

1.02 Findings. It is necessary and desirable that the Issuer issue its \$2,580,000 General Obligation Improvement Bonds, Series 2018A (the "Bonds"), to finance the Project.

1.03 Independent Municipal Advisor. The Issuer has retained the services of Springsted Incorporated, as its independent municipal advisor.

1.04 Award of Sale. The Issuer has received an offer from _____ of _____ (the "Purchaser"), to purchase the Bonds at a cash price of \$ _____ plus accrued interest on the total principal amount from June 14, 2018, to the date of delivery of the Bonds (the "Accrued Interest") and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The Issuer, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The actions of the Mayor and the Administrator taken with respect to

execution on the part of the Issuer of a contract for the sale of the Bonds in accordance with the Purchaser's proposal are hereby ratified and approved.

Section 2. Terms of the Bonds.

2.01 Date and Maturities. A. The Bonds shall be (i) issued as fully-registered bonds, (ii) designated “\$2,580,000 General Obligation Improvement Bonds, Series 2018A,” (iii) dated June 14, 2018, as the date of original issue, (iv) issued in the denomination of \$5,000, or any integral multiple thereof, (v) issued in fully registered form, and (vi) lettered and numbered R-1 and upward.

B. The Bonds shall mature on February 1 in the years and amounts stated below and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rates per annum set forth below opposite such years and amounts:

Year	Principal	Interest Rate

C. The maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payment Dates; Record Date.

A. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an “Interest Payment Date”) commencing on February 1, 2019. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

B. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the person in whose name each Bond is registered (the “Holder”) and in each case at the address shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the “Regular

Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

C. If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

2.03 Redemption. A. The Bonds maturing on and prior to February 1, 2026 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, after such date and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on such date and on any day thereafter, in whole or in part, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

B. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar and by publishing the notice of redemption, if required by law, in the manner required by Minnesota Statutes, Section 475.54, Subdivision 4; provided, however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the Representation Letter. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

C. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the

amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

D. The Bonds maturing on February 1 in the years _____, _____ and _____ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.03D at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts:

For Bonds maturing on February 1, 20__:

Year	Amount

For Bonds maturing on February 1, 20__:

Year	Amount

For Bonds maturing on February 1, 20__:

Year	Amount

Section 3. Registration: Global Book Entry System.

3.01 Designation of Bond Registrar. The City Council appoints Northland Trust Services, Inc., Minneapolis, Minnesota, as registrar, authenticating agent and transfer agent for the Bonds (such bank or its successors is herein referred to as the "Bond Registrar"), and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Mayor and Administrator are authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Mayor and Administrator are authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holders) of the Bonds in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is designated as the depository (the "Depository") with respect to the Bonds.

3.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar's authentication certificate on such Bond, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the City Council. Authentication certificates on different Bonds need not be signed by the same representative. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds, the Bond Registrar shall insert as the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the City Council on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register: Transfer: Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the City Council.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation. Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

C. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond. When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Bonds which the Holder making the exchange is entitled to receive. Bonds registered in the name of Cede & Co. may not be exchanged for Bonds of smaller denominations.

E. All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Representation Letter and:

(i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;

(ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below;

provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Representation Letter shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is authorized.

3.05 Persons Deemed Owners: Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Section 2.02 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but

not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

C. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

3.06 Use of Global Book-Entry System.

A. There has been previously submitted to this City Council a form of Blanket Issuer Letter of Representations (the "Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Letter of Representations are ratified.

B. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Letter of Representations, as it may be amended or supplemented from time to time.

C. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Letter of Representations.

D. The provisions in the Letter of Representations are incorporated herein by reference and made a part of this Resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this Resolution, the provisions in the Letter of Representations shall control.

3.07 Mutilated, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obliges ds. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

Section 4. Form of the Bonds.

4.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
ST. LOUIS COUNTY

R-1

\$ _____

CITY OF PROCTOR
GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2018A

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	June 14, 2018	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: CEDE & CO.

The City of Proctor, St. Louis County, Minnesota (the "Issuer"), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon from the date of original issue set forth above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, until the principal amount is paid, said interest being at the rate per annum specified above. Interest is payable semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on February 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

Payment. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Northland Trust Services, Inc., Minneapolis, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely

paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds maturing on and prior to February 1, 2026 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, after such date and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on such date and on any day thereafter, in whole or in part, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

Mandatory Redemption. The Bonds maturing in the years 20__, 20__ and 20__ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Resolution at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium.

Notice of and Selection of Bonds for Redemption. Not less than 30 nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; provided, however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, Jersey City, New Jersey ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations which has been executed by the Issuer and DTC (the "Representation Letter").

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the Issuer shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

Issuance; Purpose. This Bond is one of a series issued by the Issuer in the total aggregate amount of \$2,580,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, denomination and interest rate, pursuant to: (i) the authority contained in Minnesota Statutes, Chapters 429 and 475; (ii) the Constitution of the State of Minnesota and all other laws thereunto enabling; and (iii) an authorizing resolution adopted by the governing body of the Issuer on May 21, 2018 (the "Resolution"), and is issued for the purpose of financing a portion of the costs of local public improvements. The principal of and interest on the Bonds are payable primarily from special assessments levied or to be levied against benefited property and ad valorem taxes pledged to the Debt Service Account in the special fund of the Issuer entitled "2018A Improvement Program Fund," as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are irrevocably pledged.

Denominations; Exchange. The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Representation Letter. Reference is made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Registration; Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Representation Letter and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Bond has been manually executed by at least one officer of the governing body of the Issuer.

Qualified Tax-Exempt Obligations. The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to

the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that, if necessary for payment of principal of and interest on the Bonds of this issue, ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Proctor, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile signature of the Mayor and attested by the facsimile signature of the Administrator, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

ATTEST:

(form- no signature required)
Administrator

(form – no signature required)
Mayor

REGISTRAR'S AUTHENTICATION CERTIFICATE


The Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

NORTHLAND TRUST SERVICES, INC.
Registrar
Minneapolis, Minnesota


By _____
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by Northland Trust Services, Inc. of Minneapolis, Minnesota, as Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Registrar, in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
07/12/16	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13- 2555119	

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers
unto 

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

the within Bond and all rights thereunder and irrevocably constitutes and appoints
_____ attorney to transfer the said Bond
on the books kept for registration thereof with full power of substitution in the
premises.

Dated: _____

NOTICE: The signature to this
assignment must correspond with the
name of the registered owner as it
appears upon the face of the within

Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

4.02 Preparation and Execution. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Administrator. The legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. shall be appended to each Bond. The corporate seal of the Issuer may be omitted from the Bonds as permitted by law. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

4.03 Delivery of the Bonds. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten, and executed Bonds shall be furnished by the Issuer without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Administrator to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 5. Covenants, Funds and Accounts.

5.01 Covenants. It is determined that the Project will directly and indirectly benefit abutting property, and the Issuer covenants with the holders from time to time of the Bonds as follows:

A. The Issuer has caused or will cause the Special Assessments to be promptly levied so that the first installment will be collectible not later than 2019 and will take all steps necessary to assure prompt collection, and the levy of the Special

Assessments is authorized for purposes of Minnesota Statutes, Section 475.55, Subdivision 3. The City Council will cause all further actions and proceedings to be taken with due diligence that are required for the construction of each portion of the Project financed wholly or partly from the proceeds of the Bonds, and for the final and valid levy of the Special Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

B. It is recognized that the Issuer's liability on the Bonds is not limited to the Pledged Revenues, and the City Council covenants and agrees that in the event of any current or anticipated deficiency in Pledged Revenues, it will levy upon all taxable property within the Issuer and cause to be extended, assessed, and collected, any additional taxes found necessary for full payment of the principal of and interest on the Bonds, without limitation as to rate or amount.

C. The Issuer will keep complete and accurate books and records showing: receipts and disbursements in connection with the improvements and Special Assessments levied therefor and other funds appropriated for their payment, collections and disbursements thereof, moneys on hand and the balance of unpaid Special Assessments.

D. The Issuer will cause its books and records to be audited and will furnish copies of such audit reports to any interested person upon request.

E. The City Council covenants and agrees with the holders of the Bonds and with its taxpayers that it will assess against benefited property not less than 20% of the cost of each Project financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3).

F. The Issuer covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Project financed hereunder unless the resolution ordering the Project specifies a different time limit for the letting of construction contracts.

G. The Issuer further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of such Special Assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the Issuer or the City Council, or any of the Issuer officers or employees, either in the making of the Special Assessments or in the performance of any condition precedent thereto, the Issuer and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property.

5.02 The Fund. There is created a special fund to be designated the "2018A Improvement Program Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in

the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Construction Account" and "Debt Service Account," respectively:

A. Construction Account.

(1) On receipt of the purchase price of the Bonds, the Issuer shall credit (a) proceeds from the sale of the Bonds, less amounts allocated as capitalized interest funded from Bond proceeds (the "Capitalized Interest") and less amounts used to pay part of the interest cost of the issue as allowed by Minnesota Statutes, Section 475.56 (the "Additional Interest") and less amounts allocated to accrued interest paid by the Purchaser upon closing and delivery of the Bonds (the "Accrued Interest"); plus (b) any Special Assessments levied with respect to the Project and collected prior to completion of the Project and payment of the costs thereof, to the Construction Account.

(2) From the Construction Account there shall be paid all costs and expenses of making the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes or Special Assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance (other than any Special Assessments) may be transferred by the City Council to the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any Special Assessments credited to the Construction Account shall only be applied towards payment of the costs of the Project upon adoption of a resolution by the City Council determining that the application of the Special Assessments for such purpose will not cause the Issuer to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1. Other costs for which payment from the Construction Account is authorized shall include costs of legal, financial advisory, and other professional services, printing and publication costs, and costs of issuance of the Bonds.

B. Debt Service Account.

(1) There is pledged and appropriated and there shall be credited to the Debt Service Account: (i) the Accrued Interest; (ii) the Capitalized Interest, if any; (iii) the Additional Interest, if any; (iv) Special Assessments levied or to be levied for the Project and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Project

and payment of the costs thereof; (v) Taxes; (vi) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof, not so transferred to the account of another improvement; (vii) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Debt Service Account; and (viii) investment earnings on the monies identified in the foregoing clauses (i) through (vii). The proceeds of the Bonds described in clauses (i) through (iii) of the preceding sentence shall be used for payment of interest on the Bonds.

(2) The money in such account shall be used for no purpose other than the payment of principal and interest and redemption premium, if any, on the Bonds and any other general obligation bonds of the Issuer hereafter issued by the Issuer and made payable from said account as provided by law; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Account, the Administrator shall pay the same from any other fund of the Issuer, which fund shall be reimbursed from the Debt Service Account when the balance therein is sufficient.

5.03 Tax Levy. A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the Issuer are irrevocably pledged. There is levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said levies are for the years and in the amounts set forth in ATTACHMENT A hereto, which is incorporated by reference as though fully set forth herein.

B. The tax levies are such that if collected in full they, together with estimated collections of investment earnings and Special Assessments herein pledged for payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the City Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

5.04 Investments. Monies on deposit in the Construction Account and in the Debt Service Account may, at the discretion of the Administrator, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of project costs and/or payment of the principal and interest on the Bonds when due.

Section 6. Tax Covenants.

6.01 General.

A. The Issuer covenants and agrees with the Holders of the Bonds that the Issuer will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

B. The Issuer covenants with the Holders from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the Internal Revenue Code; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

C. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

6.02. Bank Qualification. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the Issuer makes the following factual statements and representations:

A. the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

B. the Issuer designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

C. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during the calendar year in which the Bonds are being issued will not exceed \$10,000,000; and

D. not more than \$10,000,000 of obligations issued by the Issuer during the calendar year in which the Bonds are being issued have been designated for purposes of Section 265(b)(3) of the Code.

6.03 Arbitrage Certification. The Mayor and the Administrator, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

6.04 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Section 5 hereof may be deemed inapplicable and of no force or effect if an opinion of counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely effect the tax exempt status of interest on the Bonds.

Section 7. Certificates of Proceedings: Miscellaneous.

7.01 Filing of Resolution: County Auditor Certificate. The Administrator is directed to file a certified copy of this Resolution in the office of the County Auditor of St. Louis County, along with such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor’s register and that the tax required by law for the payment of said Bonds has been levied.

7.02 Authentication of Transcript. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the Issuer and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers’ custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

7.03 Offering Materials. The Official Statement relating to the Bonds, on file with the Administrator and presented to this meeting, is approved and deemed final, and the furnishing

thereof to prospective purchasers of the Bonds is ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof. The Mayor and the Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

7.04 Absent or Disabled Officers. In the event of the absence or disability of the Mayor or the Administrator, such officers or members of the City Council as in the opinion of the Issuer's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

7.05 Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Issuer may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 8. Continuing Disclosure. The City Council acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Mayor and the Administrator are authorized and directed to execute a Limited Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

Section 9. Post-Issuance Tax Compliance. The Issuer has previously approved a Pre- and Post-Issuance Compliance Policy and Procedures which applies to qualifying obligations to

provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The Issuer hereby ratifies the Policy and Procedures for the Bonds. The Administrator continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

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Adopted: May 21, 2018.

Mayor

ATTEST:

Administrator

M:\DOCS\06690\000054\ROL\1607090.DOC

ATTACHMENT A

\$2,580,000 General Obligation Improvement Bonds, Series 2018A
City of Proctor, Minnesota

[illegible]

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

I, the undersigned, the duly qualified and acting Administrator of the City of Proctor, Minnesota (the "City"), do certify that I am the official custodian of the records of the City, and that I have compared the attached copy with the original records of the City, and that it is a true and correct transcript taken from the records of a meeting of the City Council, held on May 21, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as Administrator this 21st day of May, 2018.

Mayor

ATTEST:

City Administrator

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**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF PROCTOR, MINNESOTA
HELD: May 21, 2018**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Proctor, St. Louis County, Minnesota, was duly held on May 21, 2018 at the City Hall, at _____.

The following Members were present:

and the following Members were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND
DELIVERY OF \$2,580,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2018A**

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following Members voted against the same:

Whereupon the resolution was declared duly passed and adopted.

IV. Compensation (Option 1, please initial _____)

The City shall pay Friends of Animals the following fees:

A contract fee of \$4500 annually shall be assessed for the animal impound and boarding service for a total of 21 animals.

- ☐ Billed Annually - \$4500
- ☐ Billed quarterly - \$1125

The due date of this fee is within 30 days of the 1st of the month it is billed in, a late fee of \$30 dollars will be assessed every 30 days the payment is late.

1. **Animal Impound & Boarding – a total boarding fee of \$265 will be billed to the city per animal that is over the 21 animals allotted annually. These fees will apply for a stray that is dropped off from the police department or approved citizen drop offs within the city limits. This will pay for the minimum 5-day stray hold that is required by law.**
2. **In addition, if Friends of Animals boards a "known" stray, there is a minimum 10 day hold by law, these additional 5 days will cost an additional \$265.**

If the animal is claimed during a stray hold, all charges will be passed on to the owner. If an animal is surrendered or "relinquished" this as well will be passed onto the owner.

Any overages beyond the annual fee will be billed quarterly. The due date of this fee is within 45 days of the 1st of the month it is billed in, a late fee of \$50 dollars will be assessed every 30 days the payment is late.

3. **For medical treatments approved by the City, as defines in III. Section 1. The City will pay the actual costs invoiced from the veterinarian. These treatments would typically be related to an emergency. Examples of situations (this list is not inclusive):**
 - An animal has been hit by a car and has a good chance of survival with prompt medical attention
 - an animal has been caught in a trap
 - an animal that has been in contact with a porcupine and needs quills pulled
 - an animal is believed to be suffering from hypothermia
 - Another dog or person severely injured the incoming animal

IV. Compensation (Option 2, please Initial _____)

The City shall pay Friends of Animals the following fees:

A contract fee of \$1704 annually shall be assessed for the animal impound and boarding service for a total of 8 animals.

The due date of this fee is within 30 days of the 1st of the month it is billed in, a late fee of \$30 dollars will be assessed every 30 days the payment is late.

4. **Animal Impound & Boarding – a total boarding fee of \$265 will be billed to the city per animal that is over the 8 animals allotted annually. These fees will apply for a stray that is dropped off from the police department or approved citizen drop offs within the city limits. This will pay for the minimum 5-day stray hold that is required by law.**

5. **In addition, if Friends of Animals boards a “known” stray, there is a minimum 10 day hold by law, these additional 5 days will cost an additional \$265.**

If the animal is claimed during a stray hold, all charges will be passed on to the owner. If an animal is surrendered or “relinquished” this as well will be passed onto the owner.

Any overages beyond the annual fee will be billed quarterly. The due date of this fee is within 45 days of the 1st of the month it is billed in, a late fee of \$50 dollars will be assessed every 30 days the payment is late.

6. **For medical treatments approved by the City, as defines in III. Section 1. The City will pay the actual costs invoiced from the veterinarian. These treatments would typically be related to an emergency. Examples of situations (this list is not inclusive):**

- **An animal has been hit by a car and has a good chance of survival with prompt medical attention**
- **an animal has been caught in a trap**
- **an animal that has been in contact with a porcupine and needs quills pulled**
- **an animal is believed to be suffering from hypothermia**
- **Another dog or person severely injured the incoming animal**

IV. Compensation (Option 3, please Initial _____)

The City shall pay Friends of Animals the following fees:

- 7. Animal Impound & Boarding – a total boarding fee of \$265 will be billed to the city per animal. These fees will apply for a stray that is dropped off from the police department or approved citizen drop offs within the city limits. This will pay for the minimum 5-day stray hold that is required by law.**
- 8. In addition, if Friends of Animals boards a “known” stray, there is a minimum 10 day hold by law, these additional 5 days will cost an additional \$265.**

If the animal is claimed during a stray hold, all charges will be passed on to the owner. If an animal is surrendered or “relinquished” this as well will be passed onto the owner.

The due date of this fee is within 30 days of the 1st of the month it is billed in, a late fee of \$30 dollars will be assessed every 30 days the payment is late.

Any overages beyond the annual fee will be billed quarterly. The due date of this fee is within 45 days of the 1st of the month it is billed in, a late fee of \$50 dollars will be assessed every 30 days the payment is late.

- 9. For medical treatments approved by the City, as defines in III. Section 1. The City will pay the actual costs invoiced from the veterinarian. These treatments would typically be related to an emergency. Examples of situations (this list is not inclusive):**
 - An animal has been hit by a car and has a good chance of survival with prompt medical attention
 - an animal has been caught in a trap
 - an animal that has been in contact with a porcupine and needs quills pulled
 - an animal is believed to be suffering from hypothermia
 - Another dog or person severely injured the incoming animal

Phillip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

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

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

**RESOLUTION NO. 18-18
ENTER INTO AGREEMENT
STATE OF MINNESOTA DNR and ACCEPTING A GRANT**

STATE OF MINNESOTA)
COUNTY OF SAINT LOUIS)
CITY OF PROCTOR)

WHEREAS, the City of Proctor on call Fire Department, applied for and to receive matching grants from the State of Minnesota Department of Natural Resources (DNR) for the project known as Suppress Wildland Fire Assistance; and,

WHEREAS, the City of Proctor had requested funding from the DNR for \$5,000; and,

WHEREAS, the DNR has reviewed the City's application and agreed to provide a grant for the above stated project and amount provided the City will pay fifty percent of costs incurred.

NOW, THEREFORE BE IT RESOLVED, through the Council of the City of Proctor, the City Administrator and its Mayor are hereby authorized to accept the matching grant up to \$5,000 and execute a Letter of Agreement with the State of Minnesota's DNR.

Moved by Councilor _____ and seconded by Councilor _____ that the foregoing resolution be adopted.

Voting Aye:

Voting No:

Resolution 18-18 declared adopted this 21st day of May, 2018.

Mayor, City of Proctor

Attest: _____
City Clerk/Administrator



City of Proctor

100 Pionk Drive
Proctor MN 55810
(218) 624-3641
cityhall@proctormn.gov

Date: May 21, 2018

Bill To:

Tim Oland
DNR Forestry
402 SE 11th St
Grand Rapids, MN 55744

RE: Contract 129524

From: City of Proctor Volunteer Fire Department

Final Invoice for Rural Matching Grant Agreement:

Total Amount Spent: \$10,141.76
(Corresponding invoices included)
Minnesota DNR Reimbursement Responsibility: \$5,000

TOTAL: \$5000.00 - make check payable to City of Proctor

Graciously,

Mark Casey
Administrator
City of Proctor

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 ("State") and PROCTOR FIRE DEPT, 100 PIONK DR, PROCTOR, MN 55810 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.085 authorizes the Commissioner of Natural Resources, on behalf of the State, to accept and use grants of money for the United States or other grantors for conservation purposes not inconsistent with the laws of this state and in accordance with the purposes of the grant and applicable Federal and State laws and authorizes the Commissioner to make sub-grants of any money received to other agencies, units of local government, and private nonprofit corporations; and Minn. Stat. 88.067, as amended in Laws of Minnesota 2000, Chapter 231, Section 113, may make grants for procurement of fire suppression equipment and training of fire departments in techniques of fire control. The commissioner may require a local match for any grant. Grantee is a governmental unit and or is a fire fighting entity located in a rural area; and the State is empowered to enter into this grant.
2. The State is in need of fire department assistance to suppress wildland fires.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date:** This agreement becomes effective on August 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statutes Section 16B.98, subdivision 5. Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration Date:** Work on this project must be completed on or before June 1, 2018. The State is to be invoiced on or before June 15, 2018 or the contract will be canceled without further notification.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements
- 1.4 **Incur Expenses:** Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after August 1, 2017 are eligible for reimbursement. This agreement becomes effective on August 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

Complete work specified in the Project Proposal attached hereto as Exhibit A. This Project Proposal shall be a part of this grant. Highest priority is indicated in the office use only box of Exhibit A; however, any of the listed projects or a combination of the listed projects on Exhibit A, may also qualify for this grant with written approval from the State of Minnesota.

Insure all equipment acquired through this grant must be used solely for prevention, suppression and control of fire. Report GPS locations of dry hydrants or water facilities constructed under this grant to Shelly Serich, Rural Fire Programs Assistant, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 or his/her successor.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** The Grantee will be paid in the amount not to exceed \$5000.00, based on the following computation:

4.1.2. **Matching Requirements.** The State shall reimburse Grantee for up to 50% of the reasonable net cost of items purchased or expenditures made, in accordance with the approved project proposal. This reimbursement shall not exceed the total amount of this grant.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

4.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$00.00.

THE TOTAL STATE OBLIGATION FOR ALL COMENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED \$5000.00.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. **Payment**

The State shall disburse funds to the Grantee pursuant to this agreement on a **reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation. If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case by case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

- 4.2.1. **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and upon completion by June 15, 2018.
- 4.2.2. **Federal funds.** Payments under this grant contract will be made from federal funds obtained by the State through the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, CFDA number 10.664. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.
- 4.2.3. **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

5 Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Tim Oland, Rural Fire Programs Coordinator, DNR Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744, 218-322-2688, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the Fire Chief at (218) 391-3882. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 Subcontractors, Contracting and Bidding Requirements

- 8.1. The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.317 and 200.322 (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
- 8.2. Per Minnesota Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any

supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

8.2.1. If the amount of the contract is estimated to be \$3,000-25,000 the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.

8.2.2. Any services and/or materials that are expected to cost less than \$3,000 do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b). The Grantee must make an effort to equitably distribute these purchases.

9 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

10 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11 Government Data Practices and Intellectual Property

11.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11.2. Intellectual Property Rights

Intellectual Property Rights Not Applicable.

11.2.1. Obligations.

- (A) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- (B) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the

Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13 Publicity and Endorsement

13.1. **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

13.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1. **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3. **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if: Funding for Grant No. Funding for Grant No. VFA-FFY17-077 is withdrawn by the USDA Forest Service. Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State

must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

18 Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

19 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

23 Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05

Signed: _____

*Shelly Senich*Date: 8/2/2017**3. STATE AGENCY**By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). 129524/120265

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

KERRY HELGUST

Title: _____

*KD THUR
FIRE CHIEF*

Date: _____

5-22-18

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee PROCTOR FIRE DEPT

State's Authorized Representative - Photo Copy

ORDINANCE NO. 01-18
ORDINANCE AMENDING SECTION 1000 OF THE
CITY CODE ENTITLED "LAND AND BUILDING REGULATION"

THE CITY COUNCIL OF THE CITY OF PROCTOR DO ORDAIN AS
FOLLOWS:

Section 1. City Code, Section 1002.09, Subd. 2; paragraph (1) entitled "C-1 Retail District Permitted Uses," and Subd. 4 paragraph 1; entitled Height and Area Regulations, is hereby amended as follows:

Subd. 2 A building or premises in the "C-1" Commercial District shall be used only for the following purposes; provided, however, that no use shall be allowed which will be likely to directly or indirectly pollute, impair, or destroy critical environmental features:

(1) Any use permitted in the "R-3" Zone ~~except single family dwelling.~~
 Subd. 4. The height and area regulations set forth in '1002.03 shall apply in the "C-1" District; and, in addition, every building or portion thereof used for dwelling purposes shall comply with the side yard and lot area per family requirements of the "R-3" Apartment Residential District, provided however, that single family residences shall be subject to setbacks as provided for in R1-A zones.

Section 2. All other provisions shall remain in full force and effect without modification or amendment

Section 3. The effective date of this ordinance change shall be the date following the last date of publication in the City of Proctor official newspaper.

Moved by Councilperson _____ and seconded by Councilperson _____ that
 the
 foregoing ordinance be adopted as amended.

Voting Yes: Councilpersons

Voting No: Councilpersons

Ordinance declared adopted this ___ day of May, 2018.

CITY OF PROCTOR

By _____
Mayor

ATTEST:

City Clerk/Administrator

First Reading: 5/7/2018

Second Reading:

Published Proctor Journal on _____, 2018

ORDINANCE NO. 02-18
ORDINANCE AMENDING SECTION 200 OF THE
CITY CODE ENTITLED "COUNCIL AND ADMINISTRATION"

THE CITY COUNCIL OF THE CITY OF PROCTOR DO ORDAIN AS
FOLLOWS:

Section 1. City Code, Section 201.7, Subd. 1; paragraph (1) and (2) entitled "Standing Committees," is hereby amended as follows:

Subd. 1 (1) That there shall be ~~nine~~ eight standing committees of the City Council, namely: streets; liquor control; parks and recreation; beautification and trees; public safety; cable television; ~~inflow and infiltration~~; tourism; and trust fund board. That each of said committees except the trust fund board, said board being governed by the ordinance establishing the fund and the Liquor Control Board shall consist of one Council member and two non-council members (or more as the ~~committee~~ Council shall so decide), and said committee members shall be appointed by such Council at the first meeting of each year or upon vacancy or term expiration. Any subject considered by said committees shall be presented to the Council with their recommendations for the Councils consideration:

(2) The Liquor Control Board shall consist of two Councilmembers and the Police Chief with the Liquor Store Manager as an advisory member.

Section 2. All other provisions shall remain in full force and effect without modification or amendment

Section 3. The effective date of this ordinance change shall be the date following the last date of publication in the City of Proctor official newspaper.

Moved by Councilperson _____ and seconded by Councilperson _____ that
the
foregoing ordinance be adopted as amended.

Voting Yes: Councilpersons

Voting No: Councilpersons

Ordinance declared adopted this ___ day of May, 2018.

CITY OF PROCTOR

By _____
Mayor

ATTEST:

City Clerk/Administrator

First Reading: 5/7/2018

Second Reading:

Published Proctor Journal on _____, 2018

6F

Phillip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

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

100 Pionk Drive • Proctor, Minnesota 55810-1700 • (218) 624-3841 • Fax (218) 624-9459 • email: cityhall@proctormn.gov

CITY OF PROCTOR PROCLAMATION 2018 EARTH AND ARBOR DAY CELEBRATION

WHEREAS: Trees and forests provide a natural playground for people of all ages; and

WHEREAS: Trees and forests provide an unstructured play environment that encourages exploration, creativity, and activity; and

WHEREAS: Childhood exposure to forests and trees lays the foundation for responsible environmental behavior and conservation values as an adult; and

WHEREAS: The recreational opportunities provided by Minnesota's forests enhance the state's economy; and

WHEREAS: The City of Proctor would also memorialize this years tree.

WHEREAS: Each year, on the last Friday in April, and throughout the month of May, Minnesotans pay special tribute to trees and all the natural resources they represent, and dedicate themselves to the continued vitality of our state's forests.

NOW, THEREFORE, I, Phil Larson, Mayor of Proctor, do hereby proclaim Tuesday, June 5, 2018, as: EARTH AND ARBOR DAY in Proctor

Mayor Phil Larson

CITY OF PROCTOR

05/18/18 3:52 PM

Page 1

*Check Summary Register©

April 2018 to May 2018

Name	Check Date	Check Amt
10100 First National Gen		
Paid Chk# 037132 AMERICAN FAMILY LIFE ASSUR	5/11/2018	\$62.70 AFLAC
Paid Chk# 037133 EQUI-VEST . . .	5/11/2018	\$2,787.52 EQUITABLE - DEWALL & FIRE DEPT
Paid Chk# 037134 NCPERS MINNESOTA	5/11/2018	\$18.00 MN NCPERS
Paid Chk# 037135 ACME ELECTRIC COMPANIES	5/22/2018	\$47.22 SOCKETS & ADAPTER TO CHNG FLOW
Paid Chk# 037136 AIRFIBER	5/22/2018	\$369.05 MARCH - 5 IP ADDRESSES
Paid Chk# 037137 AMERIPRIDE SERVICES	5/22/2018	\$188.98 TOWELS MATS RAGS
Paid Chk# 037138 ARROWHEAD EMS ASSOCIATIO	5/22/2018	\$75.00 ANNUAL DUES 5/1/18-4/30/19
Paid Chk# 037139 BOYSEN, JAY	5/22/2018	\$40.00 CELLPHONE REIMBURSEMENT
Paid Chk# 037140 CENTURYLINK	5/22/2018	\$139.56 PHONE FOR ALARM - LIFT STATION
Paid Chk# 037141 CONSOLIDATED COMMUNICATI	5/22/2018	\$772.84 TELEPHONE - APRIL PAYMENT
Paid Chk# 037142 CORPORATE PAYMENT SYSTE	5/22/2018	\$2,140.28 SAFETY TOE BOOT - STREET DEPT
Paid Chk# 037143 ELITE TINTING & GRAPHICS	5/22/2018	\$159.95 FILM AFC 50% FORD EXPLR
Paid Chk# 037144 Void	5/22/2018	\$0.00
Paid Chk# 037145 FASTER SOLUTIONS	5/22/2018	\$110.00 TOURISM - WEBSITE MGMT
Paid Chk# 037146 DAVID FORNERIS	5/22/2018	\$40.00 CELLPHONE REIMBURSEMENT
Paid Chk# 037147 GRAYBAR ELECTRIC CO	5/22/2018	\$198.94 LIGHTS FOR PLANE AT GOLF COURSE
Paid Chk# 037148 GREAT AMERICA FINANCIAL SV	5/22/2018	\$398.24 COPIER AGREEMENT - APRIL 2018
Paid Chk# 037149 KS STATEBANK	5/22/2018	\$32,228.25 NEW DUMP TRUCK
Paid Chk# 037150 LALONDE, RICK	5/22/2018	\$50.00 CELLPHONE REIMBURSEMENT
Paid Chk# 037151 LOCKSMITH SERVICES	5/22/2018	\$751.20 FIRE HALL MAIN DOOR
Paid Chk# 037152 MCFOA TREASURER	5/22/2018	\$45.00 MUNICIPAL CLERKS & FINANCE OFCR
Paid Chk# 037153 MIDWEST RADAR & EQUIPMENT	5/22/2018	\$280.00 ANNUAL RADAR CERTIFICATION
Paid Chk# 037154 MILLER HILL SUBARU	5/22/2018	\$1,151.54 UNAPPLIED CASH RECEIVED
Paid Chk# 037155 MINNESOTA AGGREGATE	5/22/2018	\$2,218.46 WASHED SAND FROM OCT 19 2017
Paid Chk# 037156 MINNESOTA ENERGY RESOURC	5/22/2018	\$623.89 GAS UTILITIES - STREET DEPT
Paid Chk# 037157 MONARCH PAVING	5/22/2018	\$399.39 6 TONS COLD MIX ASPHALT FOR PO
Paid Chk# 037158 OFFICE ENTERPRISES	5/22/2018	\$1,635.00 HASLER/M3000 4/10/18-4/9/19
Paid Chk# 037159 PETERSON, LOREN W	5/22/2018	\$198.58 ACCOUNTING SERVICES 04/23/18
Paid Chk# 037160 PROCTOR BUILDERS	5/22/2018	\$124.38 PAINT FOR OUTFIELD LINES - PAR
Paid Chk# 037161 PROCTOR JOURNAL	5/22/2018	\$882.11 SUBSCRIPTION RENEWAL - CITY HA
Paid Chk# 037162 PROCTOR PUBLIC UTILITIES	5/22/2018	\$2,342.09 UTILITIES - CITY HALL
Paid Chk# 037163 RANGE PAPER	5/22/2018	\$395.12 PARK SUPPLIES - RESTROOMS
Paid Chk# 037164 RUHNKE, JOSHUA	5/22/2018	\$40.00 CELLPHONE REIMBURSEMENT
Paid Chk# 037165 STACK BROS MECHANICAL	5/22/2018	\$1,204.80 COOLING PROBLEM WITH CHILLER
Paid Chk# 037166 SUPERIOR TECHNOLOGY GROU	5/22/2018	\$1,400.00 ICRIMEFIGHTER SUBSCRIPT SOFTWA
Paid Chk# 037167 THOMSON REUTERS-WEST	5/22/2018	\$99.23 INVESTIGATIVE SUITE DETAIL OF
Paid Chk# 037168 TROY'S AMOCO	5/22/2018	\$854.59 DODGE TRUCK & CHARGER - POLICE
Paid Chk# 037169 US BANK VOYAGER FLEET SYS	5/22/2018	\$3,222.51 FUELS - POLICE DEPT - ACCT 889
Paid Chk# 037170 VERIZON WIRELESS	5/22/2018	\$491.48 POLICE DEPT AIRCARDS FOR VEHIC
Paid Chk# 037171 W.L.S.S.D.	5/22/2018	\$3,702.50 1ST HALF DISTRICT WIDE ALLOCAT
Paid Chk# 037172 WIDDES FEED & FARM SUPPLIE	5/22/2018	\$302.95 VEGETATION KILLER FOR PARK
Paid Chk# 037173 ZIEGLER, INC	5/22/2018	\$418.67 REMOVE WINTER WING FRM GRADER

Total Checks

\$62,384.82

Pa Chk# 3288920 City of Proctor 4/25/2018
 Pa Chk# 462098 City of Proctor 5/2/2018

15,308.38 PR18-08wh

13,818.27 PR18-08wh

91,511.47