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, July 2, 2018 6:00pm
Council Chambers - Community Activity Center - 100 Pionk Drive

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OTHERS PRESENT

APPROVAL OF MINUTES June 18, 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. St. Louis County Comprehensive Land Use Plan – Focus Group Meeting

B. MN Department of Natural Resources, Division of Parks and Trails
RE: FY 2019 Outdoor Recreation Grant Program – Proctor Recreation Center

C. Thank You from the Members of United Lutheran Church

D. Coalition of Greater Minnesota Cities (CGMC) Summer Conference – July 25-27, 2018

E. WLSSD Reduction Program

2. PLANNING & ZONING DEPARTMENT MATTER

***3. CLERK ADVISES COUNCIL**

A. Government Fund Payroll and Liquor Fund Payroll Period Ended 6/24/18

***4. COMMITTEE REPORT**

***5. UNFINISHED BUSINESS**

*A. SRO

B. Resolution No. 24-18 Appointment to Liquor Control Committee

6. NEW BUSINESS

A. Appoint Finance Director

B. Construction Meetings

C. Dead Sod Follow-up

D. Community Development Block Grants

E. Call for Public Hearing for Garbage Assessment

F. Temporary IT Proposals
   1. CW Technology
   2. Compudyne

G. Appoint Temporary Personnel Committee

H. Trust Services Agreement

I. Set Special Council Meeting for FD Presentation

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

A. Annexation

B. Attorney Client Privileges Personnel Issue

C. Finance Director

MEMBER CONCERNS

Schwarzbauer:

Benson:

Nowak:

DeWall:

Larson:

BILLS FOR APPROVAL

General:	$80,815.29
Liquor:	30,350.06
Total:	$111,165.35

TOTAL BILLS FOR APPROVAL: $111,165.35

ADJOURNMENT:

Minutes of the regular Proctor City Council meeting held Monday, June 18, 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; Kathy Resberg, Irving Community Club Jim Aird, Midway Township, Shawn McGovern, Nick Greenwood, Janis Anderson, Peggy Vanderscheuren, Erica Johns, Jason and Tammy Lofdahl, Sgt Tim Redfield, Paula Peterson

APPROVAL OF THE MINUTES:

Motion by, DeWall seconded by Schwarzbauer and carried (5-0): To approve the June 4, 2018 City Council Meeting Minutes. Schwarzbauer did comment on the minutes and the fireworks donation process.

APPROVAL OF THE AGENDA:

Motion by Schwarzbauer, seconded by DeWall and carried (5-0): To approve the agenda for June 18, 2018, with the following additions: 7A: Closed Meeting to Address Attorney Client Privilege and Hiring Committee Review. 6B was to be deleted.
Schwarzbauer wanted to add to members concerns: Proctor 125 year anniversary, E3 (Educate, Eating and Exercise)

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:

Janis Anderson wanted the city to address and fix the dip at the intersection of 3rd Ave and 5th Street from last year county road construction. Casey will contact the County

***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 DeWall and carried (5-0): To approve the Consent Agenda, with item 4A to be pulled and added as item 6P (Liquor Control Minutes).

***1. COMMUNICATIONS**

A. St. Louis County Communications on Comprehensive Plan

2. PLANNING AND ZONING DEPARTMENT MATTER

*3. CLERK ADVISES COUNCIL

A. Government and Liquor Fund Payroll Period Ended 06/6/2018

*4. COMMITTEE REPORTS

A. Liquor Control Board and Public Safety Minutes of 6/6/18

*5. UNFINISHED BUSINESS

*A. SRO

6. NEW BUSINESS

A. Second Reading of Ordinance 02-18 Sec 200 of City Code Entitled Council and Administration.

Motion by Schwarzbauer, second by DeWall and carried (5-0) after discussion of the qualifications that are not spelled out in the ordinance for the advisory member. City Attorney Bray stated it is at the discretion of the City Council to create qualifications as the position is only advisory.

B. Resolution 23-18 – Appointing Council Member to Liquor Control Board

This agenda item was pulled from action as two Councilpersons had already been named to the Liquor Control Board. Gary Nowak and Phil Larson.

C. Resolution 24-18 Naming Advisory Member to Liquor Control Board

Motion by Larson, second by Nowak and to name Dick Kari to the board as Mayor Larson explained his experience in the liquor business. No Vote taken. Motion by Schwarzbauer, second by DeWall and carried (4-1 Larson voting Nay) to table the discussion to another meeting to quantify qualifications.

D. Special Event Application – Hoghead Field Station Car Show for 8/15/18

Motion by Schwarzbauer, second by Nowak and carried (5-0) to approve the event application for 8/15/18 from 12:00 noon to 9 p.m. for a car show.

E. Special Event Application – Hylla 5k and Green/White Mile

Motion by Dewall, second by Schwarzbauer and carried (5-0): To approve the special event application on 8/18/18 from 6 a.m. to 11 a.m. to have the Hylla 5k run and the Green/White mile run.

F. Resolution 22-18 Authorizing Consumption of Alcoholic Beverages in Public Places in Conjunction with Festival

Motion by Larson, second by Nowak and carried (4-1 Benson voting Nay): permit the consumption of alcoholic beverages in public places in conjunction with a festival

Discussion by Benson on the 1:00 a.m. end time in the resolution stating the ending time is against city code. Attorney Bray explained that essentially the motion waives the code. Benson also had safety concerns in regards to the late time and what safety precautions were discussed at Public Safety. Was "wanding" of attendees discussed in order to protect against weapons brought in. Officer Redfield explained the matrix and the estimated attendees will warrant the appropriate amount of officers.

G. Special Event Application – 2018 Hoghead Festival

Motion by Nowak, second by Benson and carried (5-0) to approve the Lions Hoghead Festival and parade for 8/18/18 from 7a.m. to 5 p.m.

H. Special Event Application – 2018 Hoghead Street Dance

Motion by Nowak, second by Larson and carried (4-1 Benson voting nay) to approve the Hoghead Street Dance from 10 a.m. to 1 a.m. on 8/18/18 to 8/19/18.

Discussion by Benson on security for the dance and why the dance is scheduled for such a great length of time. Sally Hedtke, Events Coordinator of the City explained it is actually two separate events. 10 a.m. to 5 p.m. is put on by the Lions Club and from 5 p.m. to 1 a.m. is sponsored by the Powerhouse Bar. Hedtke also explained that security had been discussed by the Public Safety Committee.

I. Resolution 25-18 Non Objection of Issuance of State of MN Charitable Gambling License

Motion by Larson, second by Benson and carried (5-0) to approve the application by the Irving Community Center for gambling/bingo during the South St. Louis County Fair.

J. Resolution 26-18 Appointment of Election Officials and Judges

Motion by Benson, second by Schwarzbauer and carried (5-0) to appoint Administrator Casey as the Official, Carol Lind and Mary Ann Suliin as Head Judges, Robin Hansen, Michelle Franscisco, Mary Jo White, Arlene Thygeson, Carol Ward, Ardyth Graves, James Anderson, and Sandy Karlson as election judges.

K. Resolution 27-18 Establishing Polling Place

Motion by Benson, second by DeWall and carried (5-0) to establish the City Community Center of Proctor 100 Pionk Drive, Proctor, MN as the official polling place for all elections in 2018.

L. Dead Sod – Benson

Motion by Larson, second by Schwarzbauer and carried (5-0) to direct City Administrator to contact the County in regards to any warranty on the dead sod from the County's 2017 construction project.

Benson stated a number of areas that had sod put down were dead due to too much rain poor preparation. Larson gave reasons as to why sod will not prosper, mostly due to lack care.

M. Golf Course Tree Removal

No action was taken on this item. Discussion by Benson stating some of the regular Golfers were concerned about the dead trees on the course and needed to be taken down. Benson provided a map with the trees located. DeWall stated if the Golf Board or Parks Recreation have been approached with the situation and those two committees should take the issue up.

N. Set Special Council Meeting to Address Investigation

Motion by Schwarzbauer, second by DeWall and carried (5-0) to set the special meeting for Monday June 25, 2018 at 5:00 p.m. in council chambers.

O. Resignation

Motion by Schwarzbauer, second by Benson and carried (5-0) to accept the resignation of Michelle Francisco.

Discussion by the Mayor on behalf of the City Council thanking her for 24 years of excellent service to the community, her co-workers, and the Police Department.

P. Liquor Control Minutes

Motion by Schwarzbauer, second by Larson and carried (5-0) to approve the minutes of the Liquor Control Board as Schwarzbauer had concerns of the make up of the Board when motions were made and if it was appropriate.

Motion by Dewall, second by Schwarzbauer and carried (5-0) to go into "Closed Session" per MN Statutes 13D to discuss attorney client privilege at 6:50 p.m.

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

Discuss attorney client privilege

Motion by Dewall, second by Larson and carried (5-0) to adjourn the Closed Meeting and resume the regular City Council meeting at 7:13 p.m.

MEMBERS CONCERNS:

Schwarzbauer:

1. E3: Education, Eating, and Exercise
2. How to reward an Employee
3. Proctor 125 year anniversary in 2019. Explaining people and the city need to be involved in planning a special event.

Benson:

Nowak:

DeWall:

Mayor Larson and Administrator Casey:

BILLS FOR APPROVAL

General Bills: $2,103,587.58
Liquor Bills: $27,845.56
Total: $2,131,433.14 Which reflects a payment to St. Louis County for $1.973,676.93 for the 6th St and Almac Drive construction.

$ TOTAL BILLS FOR APPROVAL

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

ADJOURNMENT

Motion by Nowak, seconded by DeWall and carried (5-0): To adjourn the City Council meeting at 7:29 pm.

1A

Saint Louis County

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

Barbara Hayden
Director

TO: Cities, Towns and other Interested Parties
FROM: Mary Anderson, Planning Manager MA
DATE: June 26, 2018
RE: St. Louis County Comprehensive Land Use Plan - Focus Group Meeting

In August 2017, St. Louis County and SRF Consulting Group, Inc. met with focus groups, the general public, special interest groups and various public agencies, to solicit input for the preparation of a comprehensive land use plan for all areas of county zoning jurisdiction (excludes cities, townships with their own zoning, state and federal lands). The Plan will provide the blueprint for land use development and change through 2034.

Your input on the comprehensive land use plan is important to us. We will be holding a second round of workshops throughout the county to allow the opportunity for input (choose the best location and time):

- West Iron Range – **Monday, July 16, 2018 4-7 pm,** County Public Works Building, 7823 Highway 135, Virginia, MN
- East Iron Range – **Tuesday, July 17, 2018, 4-7 pm,** County Public Works Building, 2210 E. Sheridan St., Suite 2, Ely, MN
- North County – **Wednesday, July 18, 2018 4-7 pm,** American Legion, 4543 Highway 53, Orr, MN
- South County – **Thursday, July 19, 2018, 4-7 pm,** 911 Emergency Communications Building, 2030 N. Arlington Avenue, Duluth, MN

Each workshop will cover the same information:

- Brief recap of draft land use report (available on website)
- Review and comment on the draft goals and objectives (see attached)
- Review and comment on the alternative future land use maps (available at workshops)

If you have questions about the Plan or upcoming workshops, contact Mary Anderson, phone: 218-749-0626 or email andersonm3@stlouiscountymn.gov. To follow the project online, please visit http://planslcmn.com. You may also link to this site on the Planning and Community Development page on the St. Louis County website.

Attachment

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

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

DRAFT Goals & Objectives

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Land Use

Goal LU-1: The Comprehensive Land Use Plan and Future Land Use Map are accessible, living documents.

Objective LU-1.1: Update the Comprehensive Land Use Plan and the Future Land Use Map as growth and technological conditions change in St. Louis County.

Objective LU-1.2: The Future Land Use Map provides basic guidance on the predominant type of land use to be expected in areas of county zoning jurisdiction and all zoning map decisions.

Goal LU-2: The Comprehensive Land Use Plan supports a flexible regulatory framework that serves local and countywide interests.

Objective LU-2.1: County zoning districts will be amended, removed, and/or created to establish consistency with the Future Land Use Map.

Objective LU-2.2: Allow for the use of zoning overlay districts tailored to local community and development needs.

Goal LU-3: Continue to improve the usability, clarity, and adherence to all planning-related regulations.

Objective LU-3.1: Clearly communicate planning application requirements and procedures to landowners and developers.

Objective LU-3.2: Work to improve the usability and clarity of planning-related regulatory documents.

Goal LU-4: Improve the integrity of the county's planning-related regulations by minimizing and improving management of nonconformities.

Objective LU-4.1: Base variance decisions on uniform approval criterion to ensure all applicants are treated equitably, that community health and safety is protected, and that the overall character of a given area is preserved.

Objective LU-4.2: County staff and decision-makers will work together to decrease the amount of zoning ordinance nonconformities throughout the county.

Objective LU-4.3: Acknowledge why nonconformities are a concern and that variances should be rare and for reasons of exceptional circumstance.

Objective LU-4.4: Where regular application of zoning regulations is not reasonable or practical, provide equitable solutions to be applied to variance applications on a consistent basis.

Goal LU-5: Development shall proceed in an orderly, efficient, and fiscally responsible manner.

Objective LU-5.1: When possible, direct new development toward areas already supported with improved infrastructure, public facilities, and areas in reasonable proximity to basic services.

Objective LU-5.2: When development opportunities do arise in isolated areas, ensure such development is self-supporting and is otherwise consistent with the comprehensive plan.

Objective LU-5.3: Encourage infill, redevelopment, or reuse of vacant commercial or industrial properties.

Objective LU-5.4: New development is expected to support all needed infrastructure improvements to be connected to existing transportation systems and other available infrastructure.

Objective LU-5.5: Direct the development of new commercial/general purpose sand and gravel pits to areas designated as Forest and Agriculture on the Future Land Use Map.

Objective LU-5.6: Where possible, work to facilitate the merging or reversion to acreage of undeveloped substandard lots in "paper subdivisions" that are designated on the Future Land Use Map as Forestry and Agriculture (FA).

Objective LU-5.7: "Paper subdivisions" in areas designated for residential, commercial, or industrial development will be evaluated to understand challenges in improving such areas to allow for development.

Goal LU-6: County residential areas are accessible, affordable, and livable for a broad spectrum of age and income groups.

Objective LU-6.1: The supply, type, and price of new housing should accurately reflect the needs of the St. Louis County population.

Objective LU-6.2: Where needed, promote inclusive communities with affordable housing options.

Objective LU-6.3: Protect established residences from encroachment and the unintended impacts of incompatible uses.

Objective LU-6.4: Encourage an equitable distribution of schools, health care services, grocers, and other resources that are necessary to sustain personal well-being and enhance the quality of county communities.

Objective LU-6.5: Work with state and other regional government, nonprofit, and development groups to identify opportunities for independent living developments in all areas of the county, such as in or adjacent to lakeshore communities.

Goal LU-7: Follow best practices for rural wastewater management.

Objective LU-7.1: Direct residential development toward areas with soils which are suitable for septic installation. Ensure that development density is appropriate given the soil characteristics of each site.

Objective LU-7.2: Coordinate with local units of government to maintain corridors for extension of community sewer facilities in fringe growth areas.

Goal LU-8: Provide sufficient opportunities for commercial development to serve local and regional markets throughout the County.

Objective LU-8.1: Encourage expansion of regional commercial opportunities in existing commercial corridors along collector or arterial routes and at nodes where infrastructure and traffic volumes can support economic growth.

Objective LU-8.2: Develop opportunities for neighborhood commercial sites that are compatible in scale and operation with surrounding residential development.

Goal LU-9: Provide sufficient opportunities for industrial development within the County.

Objective LU-9.1: Retain large-acre sites that are located adjacent to existing industry and/or freight corridors to enable facility expansion or attract compatible industries.

Goal LU-10: Balance open space conservation and environmental preservation with the county's economic development needs.

Objective LU-10.1: Proposed ferrous and non-ferrous mining areas should be preserved for possible resource extraction.

Objective LU-10.2: Carefully manage platting and development activity in close proximity to areas improved and dedicated to outdoor recreation.

Goal LU-11: Ensure that new development is located, designed, and built to avoid environmental and other hazards.

Objective LU-11.1: Preserve environmentally sensitive areas (e.g., 100-year floodplain, wetlands, bluffs) and other important natural features (e.g., high quality native plant communities, rare species habitat) and protect these areas as open space.

Objective LU-11.2: Avoid areas with high water tables unless community sewer connection is available.

Objective LU-11.3: Utilize vegetative screening and buffers to separate residential subdivisions from county collectors, arterials, and areas established or planned for commercial or industrial use.

Objective LU-11.4: Work to preserve vegetation in shore impact zones as defined by county Ordinance 62.

Objective LU-11.5: Use the subdivision process to limit building sites and access points to appropriate areas that avoid adverse impacts to sensitive or hazardous natural features.

Objective LU-11.6: Manage development to avoid and protect environmentally-sensitive or hazardous features.

Objective LU-11.7: Coordinate with local airport authorities as needed to protect local airports from encroachment by incompatible land uses by limiting development within protective airport zones.

Goal LU-12: Encourage new residential subdivisions to provide recreational opportunities for future residents.

Objective LU-12.1: Encourage pathway connections between interrelated residential neighborhoods, including paved multi-use trails, ATV trails, ski trails, etc.

Objective LU-12.2: Encourage outdoor recreational amenities to be incorporated into the design of new subdivisions, such as nature/interpretive trails, lake access points, or unique viewpoints where allowed.

Natural Environment

Goal NE-1: Strive for local decision-making that balances social, economic, and environmental concerns.

Objective NE-1.1: County policies and approvals related to land use, development, and management will be made to address current needs without compromising the ability to meet future needs.

Objective NE-1.2: County operations and county land use and management will be refined to be more efficient and environmentally-responsible.

Goal NE-2: Water resources in the county (surface and ground waters) will be protected, while allowing for development and use of natural resources that properly mitigate for impacts to water resources.

Objective NE-2.1: County policies will protect surface waters and groundwater resources.

Goal NE-3: St. Louis County will promote the responsible stewardship and efficient use of natural resources.

Objective NE-3.1: The county, working with partners, will increase public education and engagement regarding the stewardship, conservation, and efficient use of natural resources.

Objective NE-3.2: Expand targeted partnerships to effectively advance county natural resources goals and to better manage sensitive natural areas.

Goal NE-4: St. Louis County will work with natural resource-based industries, such as mining and logging, to practice environmentally-responsible extraction and forestry management and to better anticipate impacts on other land uses.

Objective NE-4.1: The County Planning and Community Development Department will increase its engagement with mining operators in areas of exploration and siting, expansion proposals, closures, and mitigation.

Objective NE-4.2: The County Planning and Community Development Department will increase its engagement with logging operators in areas of proposed timber sales and reforestation.

Economic Development

Goal ED-1: Leverage locational advantages to develop economic strengths.

Objective ED-1.1: Scale existing industries by coordinating and developing relationships with regional suppliers, intermediaries, and end-users of County products.

Objective ED-1.2: Develop new industries or clusters of related industries which support and strengthen local assets. Broaden the industrial base by supporting marketing efforts for value-added industries that "spin-off" from existing industries.

Objective ED-1.3: Encourage expansion of sustainable timber production.

Goal ED-2: Improve the economic resilience of regional industries.

Objective ED-2.1: Recognize and ensure regulatory fairness across a thriving lodging industry that includes hotels, bed and breakfasts, and vacation rentals.

Objective ED-2.2: Align hazard mitigation planning with comprehensive planning efforts and economic development strategies.

Goal ED-3: Monitor economic trends and overall economic health.

Objective ED-3.1: Monitor business turnover, vacancies, distribution of industry, and other trends.

Objective ED-3:2: Identify early warning signs of economic downturns.

Goal ED-4: Improve high-speed network service, access to the latest related technologies, and associated economic development opportunities.

Objective ED-4.1: Promote high-speed telecommunications network expansion in the locations where the service is needed. Work with local stakeholders to prioritize areas for service expansion.

Objective ED-4.2: Work with utility providers and local, regional, and state government agencies to promote the availability of high-speed network access and the corresponding opportunity to work remotely in unincorporated areas.

Objective ED-4.3: Develop county policies and partnerships to creatively include high-speed network infrastructure in plans for economically-efficient road and other utility and infrastructure system projects.

Goal ED-5: Develop skills of local workforce.

Objective ED-5.1: Encourage local workforce training programs and continuing education to match local workforce with workforce demand.

Goal ED-6: Ensure that the county's land use regulation system serves to enhance county economic development strategies.

Objective ED-6.1: The Comprehensive Land Use Plan, zoning ordinance, and subdivision ordinance are easy to locate and navigate.

Objective ED-6.2: The county will coordinate with state and regional development groups to leverage the Future Land Use Map as an economic development tool.

Goal ED-7: Leverage the availability of county tax forfeit lands to the county's advantage.

Objective ED-7.1: Take advantage of opportunities to preserve tax forfeit land under county control for future regional trail connections.

Objective ED-7.2: Review tax forfeit land adjacent to developed areas to assess the potential to market such property for its highest and best use.

Objective ED-7.3: Review tax forfeit land within highly sensitive environmental areas, and work to market such property to federal, state, and nonprofit entities for long-term protection.

Objective ED-7.4: Improve collaboration between county departments and necessary local, regional, and state agencies to manage and market tax forfeit properties in line with the goals and objectives of the Comprehensive Land Use Plan.

Goal ED-8: Take advantage of opportunities to expand renewable energy resources.

Objective ED-8.1: Encourage utilities to develop utility-scale solar, wind, and biomass facilities in Forest and Agricultural areas designated on the future land use map, as long as facilities are carefully sited to avoid impacts to future mining opportunities, sensitive habitats, and other environmentally-constrained areas.

Objective ED-8.2: Encourage onsite (placed on buildings or free-standing) solar and wind power use on residential, commercial, and industrial properties.

Cultural and Historic

Goal CH-1: Development respects the cultural and historic character of place.

Objective CH-1.1: Neighborhood development and redevelopment is compatible with existing structures in scale and style.

Goal CH-2: Cultural and historic resources are protected from development.

Objective CH-2.1: Coordinate with regional tribes to inventory culturally significant sites.

Objective CH-2.2: Continue to collaborate with the county's tribal governments to monitor development-related activities for the documentation of cultural resources.

Goal CH-3: Develop a deeper appreciation for cultural and historic sites.

Objective CH-3.1: Encourage historical preservation and outreach efforts in the county.

Intergovernmental Cooperation

Goal IC-1: Coordinate land use and transportation planning with the State, regional agencies, and local governments.

Objective IC-1.1: Continue to support long-range transportation planning performed by County Public Works, the State Department of Transportation, the Arrowhead Regional Development Corporation, and the Duluth-Superior Metropolitan Interstate Council.

Goal IC-2: Strengthen relationships with regional tribes.

Objective IC-2.1: Work to increase understanding of regional tribes' cultural practices and preferred methods of handling culturally-sensitive sites.

Goal IC-3: Support the growth and revitalization of the county's communities.

Objective IC-3.1: Coordinate with cities that have the "Community Growth" designation on the fringes of their corporate limits to ensure the orderly extension of city services over time.

Objective IC-3.2: Continue to direct federal, state, and local grants funds best suited to assist with development and redevelopment in the local communities.

Objective IC-3.3: Work with county townships and cities to promote the productive use of tax forfeit lands.

Goal IC-4: Maintain a productive working relationship with all organized townships subject to county zoning.

Objective IC-4.1: Continue to encourage that planning-related applications be reviewed by the Township Board.

Objective IC-4.2: Ensure that the path for townships to gain or relinquish zoning authority from the county is clearly identified. Organized townships in the county may obtain their own zoning jurisdiction or relinquish zoning jurisdiction to the county.

Objective IC-4.3: Allow for township-specific zoning (such as overlay zoning) subject to consistency with the County Comprehensive Land Use Plan.

Objective IC-4.4: Ensure land use compatibility along township boundaries.

Public Infrastructure and Services

Transportation

Goal TR-1: The level of investment in roadway construction, improvement, or maintenance should be aligned with system needs and changes in land use.

Objective TR-1.1: Continue to evaluate the costs and benefits of potentially returning some under-utilized paved surfaces to gravel.

Objective TR-1.2: Help the public understand that due to lack of funding, not all township and county right of way meets local standards, and in some cases may not be improved at all.

Goal TR-2: The transportation system promotes safety for all users.

Objective TR-2.1: Ensure that all land use and related decisions do not impair local efforts to implement the County Roadway Safety Plan.

Objective TR- 2.2: Align local and state highway system planning with goals for highway-adjacent land uses.

Goal TR-3: The transportation system serves the accessibility and mobility needs of all users.

Objective TR-3.1: Develop the capacity of the highway system in county communities to accommodate pedestrian, bicycle, and paratransit use. Promote transportation alternatives, including paratransit, bicycle, and pedestrian facilities, for recreation and for those who are unable or choose not to operate a motor vehicle.

Objective TR-3.2: Work with local communities, advocacy groups, and others to expand the regional trail system and to maintain and expand opportunities for all possible user types. Prioritize links that are identified in county and regional trail plans.

Objective TR-3.3: Continue to support Safe Routes to School improvements for local cities, townships, and unincorporated county communities.

Goal TR-4: Minimize the negative impacts of infrastructure development on sensitive ecosystems, culturally significant sites, adjacent land uses, and socially disadvantaged populations.

Objective TR-4.1: Utilize benefit-cost analysis to select the best routes and realignments for new highway links and local roadways. Ensure that environmental factors are sufficiently weighted.

Objective TR-4.2: County departments will coordinate to ensure that land use regulatory impacts resulting from road realignments, right of way acquisition, and access modifications are properly addressed.

Goal TR-5: Maintain a safe, connected freight system that facilitates shipping and economic development.

Objective TR-5.1: Address freight needs when federal, state, and county highways are improved.

Objective TR-5.2: Promote the development and use of the county's freight system, including a road system that can accommodate heavy truck traffic, the rail system, and port system.

Wastewater Treatment

Goal WT-1: Encourage the improvement of wastewater treatment on an individual system and community-wide system basis.

Objective WT-1.1: Encourage the expansion of sanitary districts in populated areas where individual subsurface sewage treatment systems (SSTS) are failing or in areas not suitable for SSTS and the conversion to community sewer is reasonable.

Objective WT-1.2: Continue to work with appropriate local and state agencies and other entities to ensure timely repair or replacement of failing individual sewer systems.

Objective WT-1.3: Continue county internal cooperation and cooperation with sanitary districts in the planning of septic system sites in relation to development of property for residences and other structures, and during the subdivision process.

Public Safety

Goal PS-1: Land use, transportation, utilities, and emergency services planning promote the highest level of safety for St. Louis County residents.

Objective PS-1.1: Ensure that new development and redevelopment maintains or improves upon the planning area's emergency response capabilities.

Objective PS-1.2: Ensure that new subdivision development or large projects create and provide to the county an emergency response plan.

Objective PS-1.3: Ensure that county Hazard Mitigation Plan updates are consistent with the Comprehensive Land Use Plan and county ordinances.

DEPARTMENT OF NATURAL RESOURCES

Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road
St. Paul, MN 55155-4039

RECEIVED
JUN 18 2018
BY:

June 13, 2018

Mr. Mark Casey
City Administrator, City of Proctor
100 Pionk Drive
Proctor, MN 55810

RE: FY 2019 Outdoor Recreation Grant Program
Proctor Recreation Center

Dear Mr. Casey:

The review of the FY 2019 Outdoor Recreation Grant Program applications has been completed. Over $4.4 million in grant requests were received with $1.8 million available for funding. Unfortunately, your application was not selected for funding this year.

If you would like information regarding your application or the grant program, please call me at 651/259-5538.

Sincerely,

Joe Hiller

Joe Hiller, Grants Coordinator
Division of Parks and Trails

21

We want to thank the city of Proctor for the care they are taking to make the park around gazebo in such fine condition.

The grass is freshly cut and every thing is so neat. We really appreciate the work you have done —

Thank you again !!

Members of
United Lutheran Church

D/

Dedicated to a Strong Greater Minnesota

June 25, 2018

Mark Casey
City Administrator
100 Pionk Drive
Proctor, MN 55810

Dear Mr. Casey,

As mayor of Granite Falls and president of the Coalition of Greater Minnesota Cities (CGMC), I'm excited to invite you and other elected officials and staff members from your city to the CGMC Summer Conference July 25-27 in Mankato. To encourage your participation, we are waiving the conference registration fee. To register or find out more information about the conference, please go to greatermncities.org/FreeConference18. The conference agenda is also enclosed.

For nearly 40 years, the CGMC has ensured that the unique interests of Greater Minnesota communities are front and center at the Capitol. The CGMC's strength has always been in numbers, and our 97 member cities have seen first-hand what can be accomplished when they band together to achieve common goals.

This year's CGMC Summer Conference comes as candidates for the Minnesota House and Governor enter the final months of the campaign season. This election season, it is imperative that Greater Minnesota city leaders join together to make sure our state's new and returning political leaders do not overlook rural communities.

For decades, the CGMC has been the most effective advocate for Greater Minnesota cities and the driving force behind numerous initiatives that have made our communities stronger. Here are a few examples of the CGMC's successful advocacy for the recently completed 2018 legislative session:

- Secured $123 million in funding to help cities build or upgrade water and wastewater infrastructure
- Secured $400 million for Corridors of Commerce, including $265 million dedicated to Greater Minnesota projects
- Secured $5 million for Greater Minnesota Business Development Public Infrastructure (BDPI) grants
- Advocated for additional funding for city streets in cities of all sizes
- Advanced initiatives that aim to increase child care availability in Greater Minnesota
- Pushed back against legislation that would hurt Greater Minnesota communities, including bills to reduce Local Government Aid (LGA) funding and hamper annexation proceedings

Moreover, the CGMC has delivered on the priorities of its members in recent years by advocating for and helping to pass the Corridors of Commerce program, the Border-to-Border Broadband Development Grant Program, and the historic 2013 LGA reform. We can do more – with your help.

With a new governor and legislature, 2019 will be extremely important for the future of Greater Minnesota cities and the state. The CGMC is already hard work on initiatives to help our communities grow and thrive.

In the coming legislative session, the CGMC will continue to fight to protect and increase funding for LGA — the lifeblood of communities across the state. Under the CGMC proposal, your city's estimated 2020 LGA amount would be $1,083,522, an increase of $34,633 from 2019.

In 2019 we also plan to continue our push for permanent funding for city streets, continued funding for water and wastewater infrastructure, a comprehensive package to alleviate the child care crisis in Greater Minnesota, and more.

I hope you and other officials from your city will join us in Mankato for the CGMC Summer Conference, where you can learn about emerging trends, challenges and opportunities impacting Greater Minnesota communities and meet dozens of other city leaders who share the common goal of working together to make Greater Minnesota a better place to live, work and do business.

To learn more about the CGMC, please visit our website at greatermncities.org.You can also contact CGMC Executive Director Bradley Peterson at bmpeterson@flaherty-hood.com or (651) 225-8840 with any additional questions.

Sincerely,

Dave Smiglewski, Mayor of Granite Falls
President, Coalition of Greater Minnesota Cities

Coalition of Greater Minnesota Cities:

35 Years of Legislative Advocacy

The CGMC is a nonprofit, nonpartisan advocacy organization that represents cities outside of the Twin Cities metropolitan area. Its five core advocacy issues are ***Local Government Aid/property tax relief, economic development, transportation, environment & energy*** *and* ***annexation.***

Local Government Aid (LGA)/Property Tax Relief

- Fight for a fair, rational and sustainable LGA formula
- Inform legislators and the public about the importance of the LGA program and its impact on Greater Minnesota communities
- Vigorously defend the LGA program and oppose any cuts

Economic Development

- Support the creation, enhancement and expansion of economic development and redevelopment tools for Greater Minnesota communities and businesses
- Advocate for funding for economic development grant programs and other initiatives

Environment & Energy

- Support regulations that provide effective and measurable benefits to the environment
- Advocate for funding for state grant and loan programs that help cities cover the costs of necessary facility upgrades and repairs
- Educate legislators and the public on environmental issues facing Greater Minnesota cities

Transportation

- Develop comprehensive plans to fund highways and transit
- Fight for a fair distribution of transportation dollars between the metro area and Greater Minnesota
- Support funding for city streets in cities of all sizes

Annexation

- Promote better land use and zoning controls in areas surrounding cities
- Address environmental issues related to urban sprawl in townships and unorganized territories

For more information on the CGMC, visit greatermncities.org or send an email to CGMC_Communications@flaherty-hood.com

Coalition of Greater Minnesota Cities:
35 Years of Legislative Advocacy

Lobbying: Fending Off the Sharks

No one else stands up for Greater Minnesota cities. Minneapolis, St. Paul, the Association of Metropolitan Municipalities and many suburbs all had paid lobbyists before the CGMC came into existence. The professional lobbying presence of the metro-area local governments at the Capitol far outweighs the lobbying of Greater Minnesota—both in terms of the number of lobbyists and the amount of money spent on lobbying. Before the CGMC there was no unified voice for Greater Minnesota at the Capitol.

Members: The Keys to Success

The CGMC is successful because of its members. Mayors, council members, city administrators and city staff members are involved in every aspect of the CGMC's advocacy work, from policy formation to lobbying at the Capitol. City officials have an immeasurable impact on shaping public policy by attending lobby days at the Capitol, responding to "action alerts" from CGMC staff, testifying in front of committees, engaging in social media and keeping in close contact with legislators.

Policy Analysis: Knowing the Numbers

The CGMC's advocacy is effective because it is based on policy, facts and analysis. The CGMC philosophy is that city officials, legislators and the public should know and understand legislation that is being considered and the impact of the legislation once it is passed. Because of this philosophy, the CGMC has a policy analyst on staff who can run the numbers and analyze the impact of legislative proposals in real time.

Staff: Close When You Can't Be

It is extremely difficult for city officials from Greater Minnesota, on their own, to have a constant presence at the Capitol simply because of the distance from St. Paul. It is far easier for a mayor from Edina or Minneapolis to visit the Capitol than a mayor from Worthington or Warroad. CGMC offices are located one block from the Capitol, and staff are there on a daily basis during the legislative session. This proximity has allowed CGMC staff to strengthen relationships with key lawmakers.

Media: More Than Just a Press Release

The CGMC understands that a crucial component of good lobbying strategy is a strong media presence that helps build public support and keeps members informed. The CGMC is in regular contact with editors and journalists throughout the state. The CGMC is very successful at getting our message out through guest columns, letters to the editor, radio and TV interviews, and on social media. Legislators pay attention to the news from back home and we make sure they hear our message loud and clear.

For more information on the CGMC, visit greatermncities.org or send an email to CGMC_Communications@flaherty-hood.com

2626 Courtland Street
Duluth, MN 55806-1894
phone 218.722.3336
fax 218.727.7471
www.wlssd.com

WLSSD

Western Lake Superior Sanitary District

IE

June 25, 2018

Mr. Mark Casey
City of Proctor
100 Pionk Drive
Proctor, MN 55810

RE: REVIEW OF 2017-2018 INFLOW AND INFILTRATION (I & I) REDUCTION PROGRAM

Dear Mr. Casey:

Thank you for providing WLSSD the 2017 Inflow and Infiltration Annual Report and 2018 Work Plan for your community. The annual report and work plan you submitted was thoroughly reviewed by WLSSD staff and presented to the WLSSD Planning Committee to provide Board members with not only a summary of your plan but also a means for comparing activity level between each community.

The review of these submittals combined with system performance helps the Board determine compliance with the WLSSD Inflow and Infiltration Ordinance. Following the review of your submittal along with an analysis of collection system performance, the compliance status below was assigned to your community I & I program.

2016-2017 Score	**2017-2018 Score**	**2017-2018 Status**
9	**19**	**Compliant**

Scoring Key:
0 – 25 points = compliant
26 – 39 points = marginally complaint
40 – 50 points = borderline non-compliant
51+ points = non-compliant

Enclosed with this letter you will find the score sheets that detail how the compliance status for your programs was calculated along with a Level of Service (LOS) and Excess Flow Summary for 2017.

WLSSD appreciates the continued efforts and commitment to identifying and removing sources of I & I from within the sanitary sewer system. The solution to eliminating sanitary sewer overflows is dependent on the success of each user in eliminating these issues. Please do not hesitate to contact me at 218-722-3336 ext. 298 or brandon.kohlts@wlssd.com if you have any questions in this regard. I look forward to continuing to work with you throughout the next year.

Sincerely,

Brandon Kohlts
Senior Planner

Encl. 2017-2018 I & I Program Scoresheet
2017 Level of Service and Excess Flow Summary

RECEIVED
JUN 27 2018
BY:

COMMUNITY INFLOW AND INFILTRATION PROGRAM ASSESSMENT

COMMUNITY: CITY OF PROCTOR

PROGRAM YEAR: 2017-2018

A. Overall responsiveness/completeness of annual report/work plan submittal: (includes completion of all items in report, continuity with previous year(s) submittals, overall high level of detail, inclusion of supporting documents, etc.):

SATISFACTORY = **0 points**	MARGINAL = **1 points**	INADEQUATE = **2 points**
NOTES:		

B. Responsiveness to level of service (LOS) exceedance notifications in 2017: (Includes timely responses to WLSSD notifications of exceedances, adequate investigation of source/cause of exceedances, appropriate timelines for correcting identified issues, etc.)

SATISFACTORY = **0 points**	MARGINAL = **2 points**	INADEQUATE = **4 points**
NOTES: 4 Level of Service Exceedances in 2017. Responses received following notification from WLSSD.		

C. Completed of items in 2017 work plan submitted to WLSSD

Completed all work as proposed in work plan, or completed alternative projects with similar impact(s) = **0 points**	Completed the majority of work as proposed in work plan = **5 points**	Completed some projects in work plan, but less than planned/proposed = **10 points**	Completed significantly less than work than proposed = **15 points**	Did not complete any projects or work as proposed or alternative projects = **20 points**
NOTES: No indication if the 12 manholes identified in 2016 for 2017 flex/aqua seal repairs was completed or deferred to another year.				

D. Adequacy of 2018 work plan to address inflow and infiltration issues within community

Identification activities planned/proposed	SATISFACTORY = **0 points**	MARGINAL = **5 points**	INADEQUATE = **10 points**
Reduction projects planned/proposed	SATISFACTORY = **0 points**	MARGINAL = **5 points**	INADEQUATE = **10 points**
NOTES: Almac Drive and 6th Street Reconstruction Project in 2018.			

E. 2017 Level of Service (LOS) Exceedances

Zero exceedances = 0 points	1 to 3 exceedances = 5 points	4 to 6 exceedances = 10 points	7 to 10 exceedances = 15 points	11 or more exceedances = 20 points
NOTES: 4 level of service (LOS) exceedances in 2017				

F. 2017 Peaking factor: (highest measured peak flow in calendar year divided by average dry weather flow for community)

0 to 7 peaking factor = 0 points	8 to 11 peaking factor = 4 points	12 to 15 peaking factor = 8 points	16 to 20 peaking factor = 12 points	21+ peaking factor = 16 points
NOTES: Peaking factor of 9.1 in 2017				

G. Community Inflow and Infiltration Program Year-to-Year Progress

2015-2016 I & I Program	COMPLIANT = 0 points	MARGINALLY COMPLIANT = 3 points	BORDERLINE NON-COMPLIANT = 6 points	NON-COMPLIANT = 9 points
2016-2017 I & I Program	COMPLIANT = 0 points	MARGINALLY COMPLIANT = 3 points	BORDERLINE NON-COMPLIANT = 6 points	NON-COMPLIANT = 9 points

TOTAL 2017-2018 PROGRAM SCORE	**19 Compliant**

Scoring Key (100 total points possible):

0 – 25 points = Compliant

26 – 39 points = Marginally Compliant

40 – 50 points = Borderline Non-Compliant

51+ points = Non-compliant

Previous Scores

2016-2017: 9
2015-2016: 9
2014-2015: 25
2013-2014: 6
2012-2013: 22
2011-2012: 5

PR18-13

6/11/18 - 6/24/18

3A

CITY OF PROCTOR

Payroll Summary - General Funds

Comments: Labor Distribution

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
General Fund	General Government	Council	Full-Time Employee Regular	$1,600.00
	Mayor	Executive - Mayor	Full-Time Employee Regular	$600.00
	Tourism	Tourism Expenditures	Full-Time Employee Regular	$1,892.36
	City Administrator	Municipal Operations	Full-Time Employee Regular	$3,461.54
	City Administrator	Government Building	Part-Time Employee	$749.30
	City Clerk	Administrative	Full-Time Employee Regular	$2,809.75
	City Clerk	Administrative	Full-Time Employee Regular	$26.25
	City Clerk	Administrative	Full-Time Employee Overtime	$193.52
	Financial Administration	Accounting	Full-Time Employee Regular	$6,663.32
	Police	Operations (Police)	Full-Time Employee Regular	$9,865.59
	Police	Operations (Police)	Full-Time Employee Regular	$1,317.28
	Police	Operations (Police)	Full-Time Employee Regular	$4,838.25
	Police	Operations (Police)	Full-Time Employee Overtime	$2,792.72
	Police	Admin Secretary (Police)	Full-Time Employee Regular	$1,551.20
	Police	Admin Secretary (Police)	Part-Time Employee	$56.94
	Police	Admin Secretary (Police)	Part-Time Employee	$1,157.78
	Building Inspection	Operations (Bldg Inspection)	Part-Time Employee	$192.31
	Streets & Roadways	Street Department	Full-Time Employee Regular	$147.78
	Streets & Roadways	Street Department	Full-Time Employee Regular	$3,860.60
	Streets & Roadways	Street Department	Full-Time Employee Regular	$254.94
	Streets & Roadways	Street Department	Full-Time Employee Regular	$1,413.84
	Streets & Roadways	Street Department	Full-Time Employee Regular	$86.85
	Streets & Roadways	Street Department	Full-Time Employee Regular	$394.73
	Park	City Parks	Full-Time Employee Regular	$98.52
	Park	City Parks	Temporary Employees Regular	$1,017.50
	Park	Tree Planting	Full-Time Employee Regular	$214.32
	Recreation	Ball Field Maintenance	Temporary Employees Regular	$362.50
				$47,619.69
FUND 100 General Fund				
Sewer Fund	Public Works	Storm Drainage	Full-Time Employee Regular	$115.80
	Public Works	Sewer	Full-Time Employee Regular	$260.55
				$376.35
FUND 500 Sewer Fund				
				$47,996.04

CITY OF PROCTOR

Payroll Summary - Liquor Fund

Comments: Labor Distribution

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
Liquor Fund	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	$218.50
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	$1,529.50
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	$44.37
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	$2,340.79
FUND 600 Liquor Fund				$4,133.16
				$4,133.16

CITY OF PROCTOR

Council Packet - Gen/Liq

Pay Group Description: City -Bi-wk

Pay Period: 13

Location Description	Hours	Shift Multiplier	Amount	Pay Group Description
Location Description CITY HALL				
Shift Multiplier 1.5				
CITY HALL	2.50	1.5	$65.63	City -Bi-wk
CITY HALL	4.75	1.5	$127.89	City -Bi-wk
CITY HALL	7.00	1.5	$219.56	City -Bi-wk
Shift Multiplier 1.5	14.25		$413.08	
Location Description POLICE				
Shift Multiplier 1.5				
POLICE	24.00	1.5	$906.12	City -Bi-wk
POLICE	5.50	1.5	$250.97	City -Bi-wk
POLICE	19.00	1.5	$1,083.57	City -Bi-wk
POLICE	12.00	1.5	$552.06	City -Bi-wk
Shift Multiplier 1.5	60.50		$2,792.72	
Pay Group Description City -Bi-wk	74.75		$3,205.80	
	74.75		$3,205.80	

SB

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

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

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

RESOLUTION NO. 24-18

APPOINTMENT TO LIQUOR CONTROL COMMITTEE

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

WHEREAS, it is the desire of the City of Proctor to ensure that the Municipality's interests, as expressed through the City Council, are represented on the Liquor Control Committee; and,

WHEREAS, due to the passing of Ordinance 02-18 on the Liquor Control Committee, the City of Proctor is authorized to designate two (2) qualified advisory (non-voting) members of which one will be the Municipal Liquor Store Manager, to exercise the powers and perform the duties until December 31, 2018;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Bill Blackwood and _____, is hereby appointed to serve as non-voting advisory members on the Liquor Control Committee for the City of Proctor until such time as the position may be vacated by themselves or to full terms as per the city code of the City of Proctor.

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

Voting Aye:
Voting No:

Resolution declared adopted this 2nd day of July, 2018.

_____
Mayor,

Attest: _____
Administrator/City Clerk

6B

June 27, 2018 Agenda Item

To: City Council

From: Councilor Jake Benson

Re: **Construction Meetings**

Attachments
none

Recommendation
Give location of Sixth Street and Almac Drive improvement meetings to residents.

Summary
Bids for the infrastructure replacement project along 6th Street and Almac Drive were received on May 3. The bid was awarded to Uland Brothers on May 7. Construction meetings are Wednesday at 8 a.m. While the location of the meetings are in the minutes it is not known if an agenda is available before the meetings.

At the June 27 meeting only one resident was in attendance.

Letters were sent to adjoining property owners. However no location was given to where those meetings would be held. Besides directing people to the city's website is there another vehicle to let the residents know. There is a need to let property owners know where the meetings will be held.

6c

June 27, 2018 Agenda Item

To: Council members

From: City Councilor Jake Benson

Re: **Dead Sod Followup**

Recommendation
At a prior meeting the city council approved contacting the St. Louis County Public Works asking for replacement sod for the sections along streets and avenues in Proctor for the grass that died. That was done. It is recommended to direct the city administrator to followup in August to ask about sod replacement.

Followup
Steve Krasaway, PE, St. Louis County Public Works , Resident Engineer wrote:

"We are looking into the reason the sod has died on all of the St. Louis County projects in 2017, some of which had 8 inches of topsoil. 2017 was the first year with a new source of sod and we feel that may have something to do with it."

Prior Summary
In 2017 the St. Louis County Public Works Department rehabilitated the streets and avenues in Proctor as part of their county wide mill and overlay projects. Along with the repaving new sod was laid alongside the thoroughfares.

At the June 4 Proctor City Council meeting property owners and businesses were accused of not watering the grass and blamed for the dead sod occupying streets and avenues.

Steve Krasaway, PE St. Louis County Public Works Resident Engineer, stated "We have sod issues all across the region from multiple projects in 2017 and we are looking into the issue to try and determine what caused it and how to fix it."

6D

June 24, 2018 Agenda Item

To: City Council

From: Councilor Jake Benson

Re: **Community Development Block Grants**

Attachments
One

Recommendation
Approve resolution in support of a Community Development Block Grant (CDBG) for Residential and Commercial revitalization.

Summary
At the June 4 council meeting the Planning and Zoning Minutes of May 29, 2018 were pulled for discussion. Mayor Phil Larson rose from his chair to pass around photos of residential and commercial properties. According to the minutes "the mayor would like some of these matters abated by the city."

In 2017 the City of Proctor had three items that were to go to the CBDG Citizen's Advisory Committee. The council unanimously selected the Playground for EveryBODY as its top priority. A demolition program was second and commercial redevelopment third.

The City of Proctor had sought $100,000 towards the playgrounds completion. Two other proposals $ $50,000 for redevelopment demolition and $25,000 for commercial rehabilitation were withdrawn in the hopes of giving the playground a funding chance.

Over the years Proctor has used the funds to replace aging water and sewer lines, commercial rehabilitation, sidewalk handicap accessibility, it has provided money for neighborhood revitalization programs and the prevention of blight.

"CDBG has accomplished projects that would not have been otherwise possible without their assistance. It has helped maintain the viability of Proctor by assisting and dramatically improving the city's infrastructure and image," stated former Proctor mayor, city accountant, School district business manager and now CDBG Advisory Committee member Steve Anderson.

The grants, estimated at about $1 million, have been properly used and directed during the past 20 years.

About $4 to $5 are leveraged for every $1 of CDBG funds invested, according to St. Louis County. Without the CDBG program many commercial and residential projects may never happen. The impacts of eliminating or not applying for the grants would be significant.

September is the start of the CDBG process. It is recommended that the city council pass a resolution in support of commercial and residential revitalization programs.

6F1

EXECUTIVE SUMMARY

CW Technology is pleased to provide this proposal for CW Care Support Services. CW Care provides a unique approach to IT support by providing ready support for end user needs, proactive monitoring of system resources to keep you running efficiently and consulting services to address your current and future IT planning needs. CW Technology currently works with over 200 organizations in Minnesota and Wisconsin providing support to over 5000 individual seats daily.

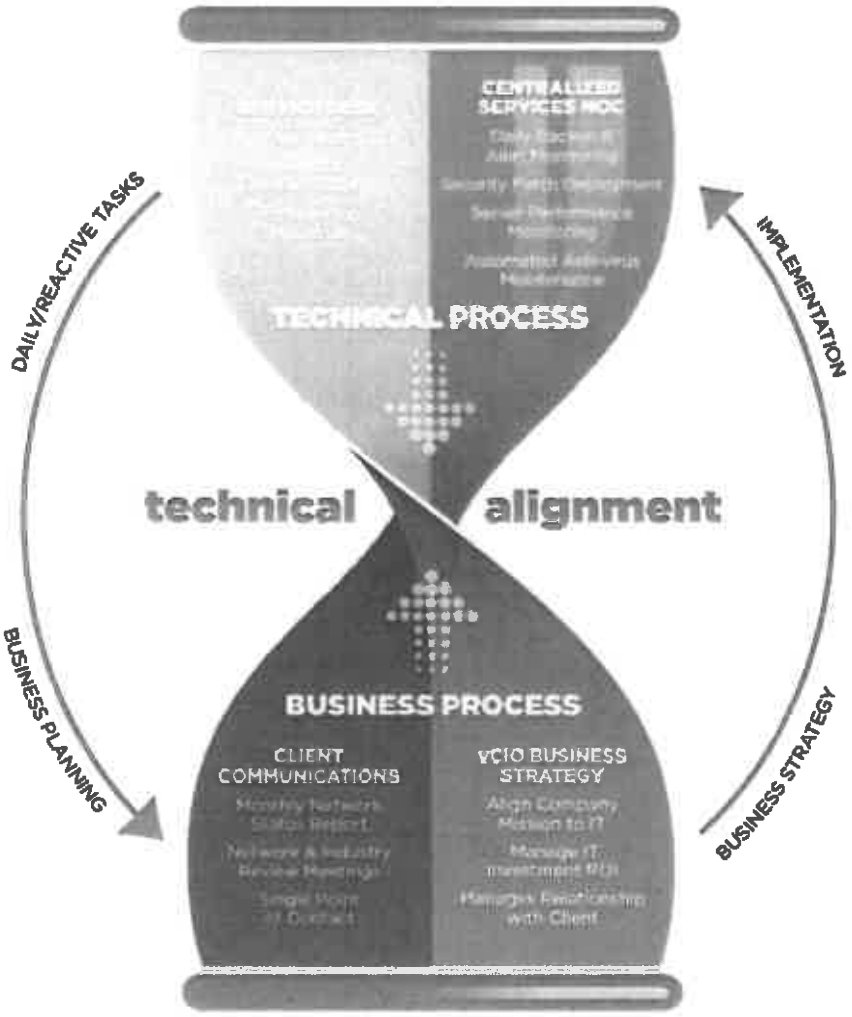
Why consider CW Technology for your technology support needs:

- **Remote Access** – Through the CW Technology CW Care program, we provide full help desk support to your staff for all IT needs. Our help desk is available from 7 a.m. – 5:30 p.m. Monday – Friday with extended after hour support available. Our average response time is less than 15 minutes and our average resolution time is less than 40 minutes. This means your technology issues are being addressed and resolved quickly to keep you moving forward. Also, 86% of all requests that come to our help desk can be handled remotely. This means that we are much less dependent on on-site support to resolve IT issues.
- **Security** – CW Technology takes the security and confidentiality of your systems very seriously. All CW Care employees go through a full annual FBI background check and are fingerprinted by the Hermantown Police Department as a prerequisite and ongoing condition of employment at CW Technology. CW Technology has also worked with the Minnesota Bureau of Criminal Apprehension to become certified to work on their systems. The certification involved ensuring not only the personnel but the systems and processes being used by our managed services program meet the stringent security requirements of the BCA.
- **Flexibility** – We make it easy to implement CW Care into your organization. There is no contract to sign. Your agreement is month to month from the start so you always have control over your IT support decisions. Plus you can change or modify programs as your needs change.
- **Complete System Planning** – Beyond the "nuts and bolts" support you expect from this program, you will have access to full system design and budget planning. We will help you develop a written disaster recovery plan and Acceptable Use Policies for your corporate owned machines. If these are in place, we will review them to make sure they are up to date with your current business practices.

Attached is a proposal based on the need to support 2 servers and 54 workstations at City of Proctor. If the machine count rises in the future, the monthly price of the program will rise. Also, this program provides support and maintenance to the existing network infrastructure and current locations. Wholesale changes to the network or the addition of workstations/laptops not currently covered under the program are outside the scope of this program and will be subject to hourly install and upgrade charges. Additionally, while on-boarding, if it is found that there are additional servers and/or workstations not included in the count that should be supported, the quoted monthly investment will change to account for these additional servers and/or workstations.

CW TECHNOLOGY SERVICE DELIVERY MODEL

While most providers focus on the support and monitoring functions as the value of their solution, CW Technology goes a level deeper by providing a consistent, managed service delivery model. This service delivery model is centered around a full technical alignment process to ensure your technology infrastructure is aligned with business needs.



3. SUMMARY OF SCOPE OF SERVICES AND FEES

CW Technology will provide the following services listed in Table A. This service shall begin and become effective on acceptance of this proposal and shall continue unless terminated by City of Proctor in writing with 60 days notice.

City of Proctor will be invoiced based on the number of units of each type listed in Table A. The monthly fee is based on the number of supported units of each type listed. Additional services may be added at any time during the life of this contract at the unit rates listed below.

CW Technology will audit the customer's usage of units on an ongoing basis; for each unit found in excess of the amount listed in Table A, CW Technology will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal.

Table A: Services & Fees

Program Type
2-2: Remote Support Only for Servers and Workstations (All On Site Support is Billable)

Description	Units	Unit Price	Monthly Fee	One-Time Fee
Initial Setup (One Time)				$ 1,500.00
Seats (10 Seat Minimum)	54	$ 20.00	$ 1,080.00	
Servers	2	$ 100.00	$ 200.00	
Total			$ 1,280.00	$ 1,500.00

This proposal is meant to be a "stop gap" solution for the city for the short term. The pricing reflects reduced pricing to assist the city with short term needs. If a long term relationship is discussed, pricing will need to be revisited to address the full needs of the city of Proctor as well as the scope of the program CW Technology offers.

This proposal reflects full remote support via help desk as well as system monitoring and patching. All on site tech support work will be billed at the hourly rate of $129 per hour for workstation support and $159 per hour for server and network infrastructure support. CW Technology will also attempt to assist with the video recording of the council meetings but will need to review the equipment first.

The after hours support number will be provided as part of this proposal. All after hours support will be billed at after hours rates per the table in section 4. For cost management, it is recommended that the after hours number be provided to a few individuals at the city that will determine if after hours support is needed or can wait until the following morning.

4. AFTER HOURS SERVICE RATE TABLE

		Weekdays		
		7am to 6pm	6pm to 11pm	11pm to 7am
Standard Rate	100%	XXX		
	125%		XXX	
	200%			XXX
		Saturdays		
		8am to 6pm	6pm to 10pm	10pm to 8am
Standard Rate	100%			
	125%	XXX		
	200%		XXX	XXX
		Sundays/Holidays		
		8am to 6pm	6pm to 10pm	10pm to 8am
Standard Rate	100%			
	125%			
	200%	XXX	XXX	XXX

Standard service rates are $129.00 - $159.00 per hour, depending on what level of tech or engineer is needed.

5. DELIVERABLES AND SERVICES

CW Technology will supply the necessary qualified resources to manage the IT Services of the customer as defined below M-F, 8am-5pm. Scheduled and emergency maintenance windows are detailed in Addendum A.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

CW Technology will provide the following functions and services as part of this proposal:

A. **24X7 Monitoring and Incident Response Services:**
   1. CW Technology will provide incident response services for all included devices per the SLA in Addendum A.
   2. CW Technology will track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
   3. CW Technology will provide 24x7 collection of performance data for the customer's included server and network devices per CW Technology's best practices.
   4. CW Technology will utilize industry best practices for remote access, control and management of all devices.
   5. CW Technology Network Operations Center is staffed from 7:00am to 5:30pm Monday through Friday.

B. **Proactive Services:**
   1. **Backup Management:** CW Technology will monitor and maintain backups for included devices utilizing CW Technology approved solutions (Appendix B).
   2. **Patch Management:** CW Technology will perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.
   3. **Application Support:** CW Technology will interface with third party software vendors and independent contractors as necessary in order to provide resolution of issues encountered on included devices.
   4. **Antivirus and Support Tools:** CW Technology will deploy the CW Technology Remote Support and Anti-Virus agents to all applicable included devices. CW Technology will make a "best effort" to automatically deploy these agents to the said devices.

C. **VCIO Services:** CW Technology will provide the customer with a named 'VCIO' or Virtual Chief Information Officer.
   1. **Budgeting:** The VCIO will work with the customer to develop an annual technology budget for recurring expense items and new capital reqirments in alignment with organizational goals.

2. **Strategic Planning:** The VCIO will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the customer leverage technology appropriately. The VCIO will work with the customer as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the customer's technology investment.

3. **Analyze IT Health data:** The VCIO will perform a periodic analysis of the data collected by CW Technology's monitoring systems to proactively resolve issues and assess potential risks within the environment. The VCIO will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

D. **Excluded Services:**

1. Items other than those included above are expressly excluded from the Services provided within this proposal. Section 7 includes examples of typical services which are excluded from the Scope of Services provided in this Work Order.
2. For all services which incur additional hourly fees, CW Technology will notify the customer that these services are outside the scope of this work order and will receive approval from customer prior to rendering these additional services.

6. CUSTOMER RESPONSIBILITIES

A. Customer will provide a primary point of contact for CW Technology to work with on all services provided in this Work Order.

B. Customer is responsible for authorizing access for CW Technology to sites that are owned / controlled by third parties.

C. Customer is responsible for proper disposal of customer-owned devices.

D. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by CW Technology.

E. Customer will implement infrastructure upgrades deemed necessary by CW Technology in order to effectively provide the stated level of service.

F. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.

7. ASSUMPTIONS

A. CW Technology will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be dependent on the program selected as defined in Section 1.

B. The proposal will not become effective unless and until it is agreed upon and signed by the customer and CW Technology.

8. EXCLUDED SERVICES

Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. CW Technology will provide these services to the customer on a Time & Materials Work Order basis. If modification or replacement of a hardware device or component is required, customer is responsible for all hardware and hardware vendor services costs, excluding CW Technology owned hardware explicitly provided through this Work Order.

Software development, training and project work, and non-patch upgrades of software, are not included.

3. INVOICING

CW Technology will invoice Customer per Table B. CW Technology will invoice the implementation fee upon receipt of the signed customer work order. CW Technology will invoice the customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. If additional services are turned on during the course of a month, then fees associated with those services will be included in the next customer invoice. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice. Unit rates will increase 3% annually on the anniversary of the Effective Services Start Date.

The terms of this work order will automatically renew each month unless notice of termination is provided to CW Technology no fewer than 30 calendar days prior to expiration of the current active term.

Table B

Milestone Billing	Milestone Description / Date
Implementation Fee	Invoiced at the signing of Work Order
Monthly Fee	Invoicing to begin at Effective Services Start Date

*Refer to Table A for Implementation fee and monthly fee amounts

CW Technology, Inc.

By: _____

Name: _____

Title: _____

Date: _____

City of Proctor

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM A – SERVICE DESK PRIORITIES

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. CW Technology utilizes the following priorities, criteria and response metrics:

A. **Priority 1:**
   - System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.

B. **Priority 2:**
   - System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
   - Level of service degraded causing impact to the organization or a whole department; no workaround available.

C. **Priority 3:**
   - Level of service degraded causing impact to an individual user; no workaround available.
   - Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
   - A request to enable or configure a system/device/service within 2 business days.
   - Incidents related to Backup system failures.

D. **Priority 4:**
   - Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
   - A request to enable or configure a system/device/service within 5 business days.

E. **Priority 5:**
   - Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
   - A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
   - Requests that Require longer lead times to implement than 5 business days.

Call Priority	Initial Customer Contact Guidelines	Initial Customer Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%

1.1 ADDENDUM B – BACKUP OPTIONS

Prepared for: .....City of Proctor
Date:.....June 29, 2018
Based on:.....Not Determined

CW Technology provides several backup options and the appropriate solution is based on your needs and expectations for data recovery. Pricing includes CW Technology backup monitoring.

Backup Disaster Recovery (BUDR)

With this option backup image is taken of each server and stored on a local USB drive. The local USB drive is then rotated and taken off site for disaster recoery purposes. The monthly service amount includes weekday monitoring of the backup.

Monthly Service Amount: $35 (must be part of a managed services program)

2TB Buffalo Linkstation Network USB Drive: $235
(minimum of three drives recommendation for rotation)

Alto 3

ALTO 3 PRICING & SPECIFICATIONS

PRICING	
Device Cost[1]	$0
Capacity Storage	N/A
Included Cloud Storage	N/A
Local only/Private Cloud	N/A
ICR: Unlimited Agents	N/A
3 Year TER: Unlimited Agents	N/A
AGENTS AVAILABLE	1-4 Agents
PER AGENT - TIME BASED RETENTION[1,2]	
1 Agent	$188
2 Agents	$287
3 Agents	$346
4 Agents	$425
PER AGENT - INFINITE CLOUD RETENTION[1,3]	
1 Agent	$218
2 Agents	$317
3 Agents	$416
4 Agents	$515
Infinite Cloud Retention Conversion Fee[3]	$709

SPECIFICATIONS

HARDWARE	
Storage	2TB SSHD
RAID	–
OS Drive	–
RAM	8GB (DDR3)
CPU	Intel Core i5-5010U
Network	2x1GbE
Chassis	Mini Desktop

Notes:

1. Per agent pricing requires a minimum of a one-year service commitment contract. Contracts require consecutive monthly service payments for the entire committed service term agreed to commencing within forty-five (45) days of the invoice, or discount will be forfeited. If service contract is cancelled prior to end of committed service term, a lump sum payment for remaining service contract term will be due immediately. Service contracts are non-transferable.
2. All time-based cloud retention/recovery schedules include:
   - Intra-daily's rating after 7 days
   - dailies to weeklies after 3 weeks
   - weeklies to monthlies after 8 weeks
3. Switching to Infinite Cloud Retention (ICR). If not selected at time of device purchase, includes a conversion fee. The conversion fee is waived for new devices and for devices that have been purchased within the last 45 days.

Functionality included with monthly service:

- System licenses for Windows, Mac OSX, and Linux agents
- Take snapshots of protected systems, applications, and files
- Replicate snapshots to the Datto Cloud for storage and retention
- Restore systems and individual files from the Datto device and cloud
- Virtualize backed up systems (OSX cannot be virtualized)
  - Off-site
  - Hybrid device to the Datto Cloud
- 24/7/365 US-based technical support
- Every system is entitled to 30 days of Off-site virtualization per year, after which a $100 fee per hour will apply
- Included granular recovery of Exchange, SQL, and SharePoint for all licenses through Kroll OnTrack's software PowerControls

Additional policy info:

- Refer to partners.datto.com/policies for the most up-to-date policies
- Discounts on this sheet cannot be combined with any other promotions, offers or discounts outside of those listed above

Pricing Effective June 6, 2017.
Pricing subject to change. Valid in US only.

Datto Siris

SIRIS 3 PRICING

	Business			
	S-SB500	S-SB1000	S-SB2000	S-SB3000
Device Capacity*	500GB	1TB	2TB	3TB
Device Cost*	$1,281	$1,581	$1,931	$2,306
Agents Included	Unlimited			
MONTHLY SERVICE OPTIONS				
1-Year Cloud Retention*	$298	$328	$428	$488
Infinite Cloud Retention*^	$268	$368	$468	$568
	$238	$328	$408	$458
Capacity-Based Cloud Storage*	500GB	1TB	1TB	2TB
SERVICE PLAN CONVERSION FEES				
Infinite Cloud Conversion	$600	$600	$600	$900

Functionality included with Datto SIRIS' monthly service subscription:

- Unlimited system licenses for Windows, Mac OSX, and Linux agents
- Take snapshots of protected systems, applications, and files
- Replicate snapshots to the Datto Cloud for storage and retention
- Restore systems and individual files from the Datto device and cloud
- Virtualize backed up systems (OSX cannot be virtualized)
  - On-Site
  - Off-Site
  - Hybrid device to the Datto Cloud
- 24/7/365 US-based technical support
- Every system is entitled to 30 days of Off-Site Virtualization per year, after which a $100 fee per hour will apply
- Granular Recovery of Exchange, SQL and SharePoint through unlimited licenses for Kroll Ontrack's software

A conversion fee is required when changing from a billing model selected on the original purchase invoice of a device to an Infinite Cloud billing model at any time after the original purchase invoice has been processed and charged.

Notes:

1. All models are field upgradeable except B3000, and P10000.
2. All devices includes 5 year hardware warranty.
3. All time-based cloud retention follows the schedules below:
   - intra-dailies to dailies after 7 days
   - dailies to weeklies after 2 weeks
   - weeklies to monthlies after 6 weeks
4. Switching to Infinite Cloud Retention (ICR), if not selected at time of device purchase, is subject to a conversion fee. The conversion fee is waived for new devices and/or devices that have been purchased within the last 45 days.
5. If a device exceeds its amount of included cloud storage, additional cloud storage is charged in blocks of $90/TB/month.

Additional Policy Info:

- Refer to partners.datto.com/policies for the most up-to-date policies
- Discounts on this sheet cannot be combined with any other promotions, offers or discounts outside of those listed above

Pricing Effective June 6, 2017.
Pricing subject to change.
Valid in US only.

6F2

Mark,

After our visit on Wednesday I sat down with Chad Kannenberg. Chad is our Director of Professional & Managed Services. I shared with Chad the details of our visit and discussed what the best approach would be for supporting the city in this interim period of time. Before I lay out the details of what we believe to be the best route I thought I should explain a bit more of who Compudyne is and the overall services that we offer.

Compudyne has 90 employees in 6 locations with the Duluth location being the main office. 70% of the staff is technical that hold numerous certifications. Compudyne partners with what we believe to be the best in class manufactures. Microsoft, Hewlett Packard, Cisco, VMWare to name a few. For many of these partnerships we have attained the highest partnership level (Gold or Platinum). Partnership level is a gauge to show you the overall strength, technical expertise and customer satisfaction. This especially becomes important when the customer technology matches up to our expertise and this is the case for the City of Proctor! The technology is built on Microsoft and Hewlett Packard.

Within Compudyne we have (4) pillars of services that make us unique and provide customers ONE CALL for support.

Pillar 1. Managed Services - Compudyne becoming your technical helpdesk.
Pillar 2. Professional Services – Consulting and implementation services
Pillar 3. Network Services - Switching, firewall, cabling, Internet. Note we have expertise in the wireless point to point services so supporting what the City has will be in our wheelhouse.
Pillar 4. Hosted/Cloud Services – Hosting of servers, software, backup, antivirus, web security etc.

Ok, now for what we recommend ☺.

Moving forward with the City we recommend starting out with our Edge Lite program along with a retainer. Our Edge Lite program (attached) will provide monitoring, patching and provide us with the tools to quickly access and resolve user technical issues. The retainer will be used for on-site visits and remote technical support. Initially we recommend weekly visits to help us build the technical documentation (map) of the city along with providing support to users.

Edge lite agents per computer/server $10.00/month.
Retainer: $5000.00

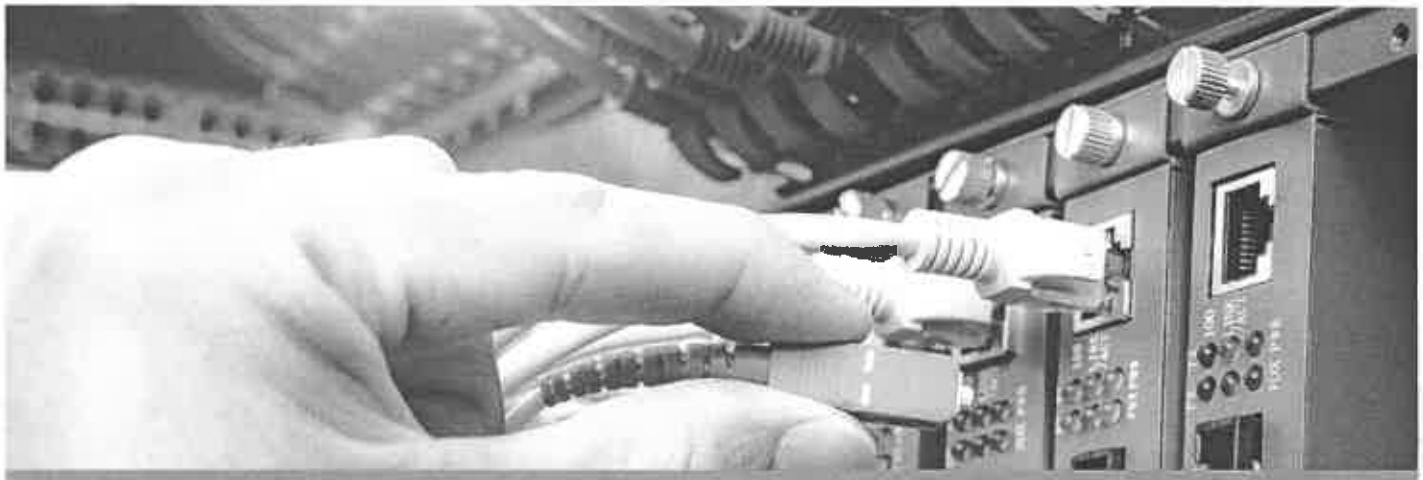
Month to month term. I would like to see a minimum 3 month commitment

Mark Baron | Founder

Compudyne | 306 W Michigan Street – Suite 200 | Duluth, MN 55802
mbaron@compudyne.com | Direct: 218.740.2526 | compudyne.com

compudyne

compudyne.com



EdgeLite *Compudyne Managed Services*

Compudyne's EdgeLite service provides proactive systems maintenance for existing environments. We implement real-time monitoring, automatic updates and patching, as well as hardware inventory management.

Remote Monitoring and Management

Our remote monitoring and management (RMM) tool controls system patching, device inventory, proactive monitoring and issue reporting. Agents are installed on workstations and servers that are covered under the EdgeLite agreement.

Maintain Strong Patch Health

Compudyne's industry-leading IT automation software helps protect your business, ensuring the security of your network by keeping your systems up to date.

Report on your Environment

Our RMM tool can develop detailed reports of what is in your environment, and who is using it.

Receive Alerts and Notifications

Compudyne will monitor alerts from your workstations and servers and notify you of any issues. You decide if you want our experienced service teams to tackle the issue, or if you would like to address it yourself.

Experienced IT Professionals

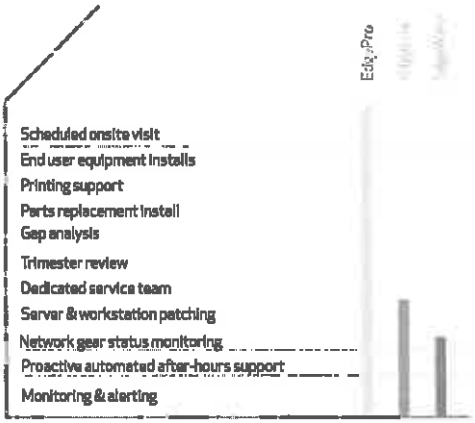
If needed, our talented service teams are readily available to provide fast and efficient onsite and remote support, if needed, at an additional cost.

After-Hours Support

Compudyne's Managed Services team is available 24/7. We offer after-hours service to keep your business running smoothly.

Exclusive Access to our Four Pillars

Compudyne delivers impactful solutions from the cloud to the endpoint with our Four Service Pillars: Hosted/Cloud Services, Network Services, Professional Services, and Managed Services.



Compudyne offers multiple Edge products to meet your business IT requirements.

877.630.6640 • support@compudyne.com • compudyne.com

Duluth Hibbing Saint Paul Marquette Houghton Anchorage

6H

NORTHLAND
TRUST SERVICES

TRUST SERVICES AGREEMENT RELATING TO PAYING AGENT, REGISTRAR AND TRANSFER AGENT SERVICES

This Agreement is entered into the date hereof between Northland Trust Services, Inc., Minneapolis, Minnesota, (the "Agent") and the City of Proctor, Minnesota ("the Issuer").

WITNESSETH that the Issuer has by Resolution authorized the issuance of $2,580,000 General Obligation Improvement Bonds, Series 2018A (the "Bonds"); Issuer has designated the Agent as the paying agent, registrar and transfer agent for the Bonds.

NOW THEREFORE, the Issuer and the Agent each in consideration of the representations and agreements of the other as set forth herein mutually represent and agree to the following:

Section 1. Agent's Duties:

Registrar Function. The Agent shall maintain records of the identity of the owners of the Bonds in order to carry out its function as Registrar. In such capacity the Agent is authorized at any time to register for original issuance certificates representing the Bonds and not exceeding the total principal amount of the Bonds ("certificates") and upon surrender for cancellation of certificates to register new certificates for the principal amount of Bonds represented by the certificates so cancelled and to redeliver such new certificates.

1.1 Transfer Agent Function. For the purpose of the original issuance of certificates the Agent is hereby directed to record and authenticate certificates signed by or bearing the facsimile signatures of the officers of the Issuer authorized to sign certificates in such names and in such amounts as the Issuer may direct.

The Agent shall make transfers from time to time upon the records of the Issuer of any outstanding certificates and of certificates issued in exchange therefore signed by the officers of the Issuer upon surrender thereof for transfer properly endorsed and upon reasonable, assurance that such endorsements are genuine and effective. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require to be guaranteed by certain eligible guarantor institutions that participate in the recognized signature guarantee program.

Upon request for cancellation of such certificate, the Agent shall record and authenticate new certificates duly signed and deliver such certificates to or upon the order of the person entitled thereto.

1.2 Record Date. For purposes of determining the registered owners of the Bonds the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Bonds ("Payment Date") whether such payment is due to optional redemption, operation of a sinking fund, or any other reason.

1.3 Improper or Unauthorized Transfer. When any Bond is presented to the Agent for transfer, the Agent may refuse to transfer the same until it is satisfied that the endorsement on such Certificate or written instrument of transfer is valid and genuine and the requested transfer is legally authorized. The Agent shall incur no liability for the refusal, in good faith, to make transfers, which it, in its judgment, deems improper or unauthorized.

1.4 Reliance Upon Certain Certifications and Representations. The Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate, or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned, or executed by a duly authorized person or persons or upon the instruction of any authorized officer of the Issuer or upon the advise of the Issuer's counsel; and may register any certificate representing the Bonds or may refuse to register any such certificate if in good faith the Agent deems such refusal necessary in order to avoid any liability on the part of either the Issuer or the Agent, and the Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims, and liability for so relying or acting or refusing to act.

1.5 Three Day Turnaround. The Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

1.6 Destruction of Cancelled Bonds. The Agent will promptly cancel and destroy certificates representing the Bonds which have been matured and fully paid, surrendered to it for transfer, or spoiled.

1.7 Mutilated, Lost, Stolen, or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Agent shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Agent in connection therewith; and in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Agent of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Agent of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Agent, in which bond the Issuer and the Agent shall be named as obligees. All Bonds so surrendered to the Agent shall be cancelled by it and evidence of such cancellation shall 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 shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Agent with a bond of indemnity as set forth above.

1.8 Paying Agent Function. The Agent shall

(a) keep true and accurate accounts of the outstanding principal balance of the Bonds;

(b) send a statement to the Issuer of the amount which will be required to pay the principal, premium, if any, or interest on the Bonds on such date;

(c) pay such interest on the Bonds as is due on each stated payment date, with the funds received from the Issuer, by check, ACH, or wire issued no later than the interest payment date, to the registered owners of the Bonds.

(d) pay such principal and premium, if any, of the Bonds as is due on the stated payment dates upon presentation of the Bonds, cancel and dispose of all bonds in the same manner set forth in Section 1.7 hereof;

(e) In any case where the date of maturity of interest or principal of the Bond or the date fixed for redemption of any Bonds shall be a Sunday or a legal holiday or a day on which banking and trust institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the day fixed for redemption, provided that funds have been received from the Issuer in accordance with Section 2 hereof;

1.9 No Interest to be Paid on Funds. The Agent shall not be required to pay interest on any funds of the Issuer for any period during which funds are held by the Agent awaiting the presentation of Bonds for payment or the disbursement of interest on payment date. The Agent will have no obligation to invest any funds in its possession on behalf of the Issuer.

1.10 Payment of Unclaimed Amounts. In the event any payment representing payment of interest or principal on the Bonds is returned to the Agent or if any Bond is not presented for payment of principal or premium at the maturity or redemption date, if funds sufficient to pay such interest or principal shall have been made available to the Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or principal payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on this part under the Resolution or on, or with respect to, such interest or principal. The Agent's obligation to hold such funds shall continue for a period equal to three years following the date on which date such interest or principal became due, whether at maturity or at the date fixed for redemption thereof, at which time the Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under the Resolution by the owners of Bonds of whatever nature shall be made upon the Issuer.

Section 2. Issuer's Function.

2.1 Provision of Funds to pay Principal and Interest. The Issuer may pay the Agent for the interest and principal due by check; however, the check must be received by the Agent for deposit no later than three business days before the debt service payment date in order for the bondholder payments to be released on the payment date. Check payments received from the Issuer after the deadline will result in bondholder payments being released after a three-business day clearance.

If the Issuer pays by wire, the wire must be received at least one (1) business day prior to the debt service payment date.

If the Issuer is a School District and the Bonds were issued under the Minnesota Credit Enhancement Program, funds must be received three (3) business days prior to payment date in compliance with the program provisions.

2.2 Failure to Provide Funds. If available funds needed for payment do not reach the Agent by any debt service payment date, payment of items may be refused and the Issuer may be charged for reasonable expenses incurred and extra service performed in accordance with the Agent's schedule in effect at the time of the payment date.

If the Issuer is a Minnesota School District, the Agent will notify the State of non-payment pursuant to Minnesota State Statute 126C.55, and disburse funds when they are made available.

If the bond issue was insured at its original issuance, then Agent will notify the appropriate insurance company of non-payment, and disburse funds when they are made available.

2.3 Compensation of the Agent. The Issuer will pay the Agent reasonable compensation for its services performed hereunder in accordance with the Registrar's fee schedule in effect at the time of the service. The Agent's compensation is subject to change and may include the amount of any attorney fees incurred by it under Section 3.3 hereof. All fees are non-refundable. The fees and charges of said Agent shall in no event become a charge against the funds remitted by the Issuer for payment of principal and interest on the Bonds. Any and all additional services will bear a fee corresponding to the type of service, time involved and assumed responsibility.

Section 3. General Provisions.

3.1 Delivery of Records to Issuer: Retention. The Agent may, from time to time at its discretion, deliver to the Issuer such records accumulated in the performance of its duties as it may deem expedient, and the Issuer assumes all responsibility for any failure thereafter to produce any paper, record or document so returned, if and when required.

3.2 Call Processing. When the Agent shall receive notice from the Issuer of its option to redeem Bonds prior to maturity, the Agent shall select the Bonds to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Bonds and the Resolution. The Agent shall be compensated for these services at the fee schedule in effect at the time of service.

3.3 Bond Counsel. When the Agent deems it necessary or reasonable it may apply to Bond Counsel for the Issuer or such other law firm or attorney approved by the Issuer for instructions or advice.

3.4 Termination. Either party may terminate this agreement by written notice mailed to the other party at least ninety (90) days prior to termination date, upon which event the Agent shall return all cash and Bonds in its possession to the Issuer or its order and shall deliver the Bond Register to the Issuer or its order, and the Issuer shall pay $350.00 for this service along with any accrued or unpaid service charges to the Agent.

3.5 Obligations, Rights and Privileges of the Agent. The Agent shall have, with regard to the particular functions it performs, the same obligation to the owner or owners of the Bonds and shall have the same rights and privileges the Issuer has in regard to those functions.

3.6 Indemnification. The Issuer shall indemnify and save the Agent harmless from and against any loss, cost, charge, expense, judgment or liability, in which it may incur in the exercise of its powers and duties hereunder, and which are not due to its negligence or default.

3.7 Confidentiality. All records in connection with the Bonds shall be deemed confidential records. Use of the records will be limited to the purposes of this agreement and Agent will make no private use of or permit any private access thereto, unless as otherwise mandated under the Minnesota Data Practices Act, Minnesota Statute, Chapter 13, as amended.

Dated: June 14, 2018

ISSUER

By _____

Its _____

(SEAL)

NORTHLAND TRUST SERVICES, INC.

By _____

Its Chief Operating Officer, Cashier

(SEAL)

Dated: June 14, 2018

ISSUER

By _____

Its _____

(SEAL)

NORTHLAND TRUST SERVICES, INC.

By _____

Its Chief Operating Officer, Cashier

(SEAL)

NORTHLAND
TRUST SERVICES

June 14, 2018

City of Proctor
Mark Casey, Administrator
100 Pionk Drive
Proctor, MN 55810

RE: City of Proctor, Minnesota
$2,580,000 General Obligation Improvement Bonds, Series 2018A
Dated: June 14, 2018
Closed: June 14, 2018

Dear Mark:

Northland Trust Services, Inc. has been appointed Paying/Registrar Agent activities associated with the above-mentioned bond issue. I am very pleased to provide this value added service to an already very important Northland customer. Since my background is in the finance industry with expertise in financial processing, I can provide you with a 'full service' commitment related to this bond issuance.

Enclosed is an invoice for the paying agent and transfer agent activities based on the information that was received from your Springsted representative, at closing. This invoice is for the initial set-up and first year fee. **Your account will be charged on an annual basis. Please forward your payment at your earliest opportunity using the prepaid envelope enclosed.**

Additionally, I have enclosed a copy of the Paying Agent Services Agreement with a copy of page 6 for your signature. Please sign page 6 and return it in the enclosed envelope. Then retain the Agreement for your records. Please feel free to contact me at 612-851-5914, if you need additional information or if you have questions. Thanks again!

Sincerely,
Northland Trust Services, Inc.

Scott R Miles
It Chief Operating Officer, Cashier

RECEIVED
JUN 18 2018
BY:

Main 612-851-5914
150 South Fifth Street, Suite 3300 | Minneapolis, MN 55402
NorthlandTrust.com
Subsidiary of Northland Capital Holdings, Inc.

CITY OF PROCTOR

*Check Summary Register©

May 2018 to July 2018

	Name	Check Date	Check Amt	
10100 First National Gen				
Paid Chk# 037258	EMC NATIONAL LIFE COMPANY	6/18/2018	$93.40	EMPLOYEE SUPPLEMENTAL LIFE
Paid Chk# 037259	EQUI-VEST	6/18/2018	$369.40	EQUITABLE - DEWALL
Paid Chk# 037260	LAW ENFORCEMENT LABOR SE	6/18/2018	$294.00	LELS UNION DUES
Paid Chk# 037261	PROCTOR POLICE DEPT UNION	6/18/2018	$60.00	POLICE DUES
Paid Chk# 037262	TEAMSTERS LOCAL UNION #346	6/18/2018	$471.00	Teamsters union dues
Paid Chk# 037263	ACME ELECTRIC COMPANIES	7/2/2018	$299.99	WEED WHIP FOR STREETS/PARK
Paid Chk# 037264	ALERT-ALL CORPORATION	7/2/2018	$398.00	DIAL 911 SCHOOL KITS
Paid Chk# 037265	AMERIPRIDE SERVICES	7/2/2018	$126.13	TOWES, MATS, RAGS - CITY HALL
Paid Chk# 037266	BOYSEN, JAY	7/2/2018	$40.00	CELLPHONE REIMBURSEMENT - JUNE
Paid Chk# 037267	CENTURYLINK	7/2/2018	$148.04	CREDIT TO LAST PAYMENT
Paid Chk# 037268	C W TECHNOLOGY GROUP	7/2/2018	$1,160.20	AGREEMENT SHORETEL IP CARE - J
Paid Chk# 037269	EMERGENCY SERVICES MARKE	7/2/2018	$660.00	YR 3 OF 5 YR SUBSCRIPTION FEE
Paid Chk# 037270	ESC SYSTEMS	7/2/2018	$150.00	KEYFOB - ACCESS CONTROL - CITY
Paid Chk# 037271	DAVID FORNERIS	7/2/2018	$40.00	CELLPHONE REIMBURSEMENT
Paid Chk# 037272	KENT GAIDIS	7/2/2018	$60.00	CELLPHONE REIMBURSEMENT - APRI
Paid Chk# 037273	GRAYBAR ELECTRIC CO	7/2/2018	$28.42	LIGHTS FOR AIRPLANE AT GOLF CO
Paid Chk# 037274	GREAT LAKES PIPE SERVICES,	7/2/2018	$580.00	SANITARY SEWER CLEANING. AREAS
Paid Chk# 037275	HOLIDAY STATIONSTORES LLC	7/2/2018	$1,244.49	UNLEADED - PUC
Paid Chk# 037276	HOUR MEDIA	7/2/2018	$925.00	ADVERTISING - JULY/AUG ISSUE
Paid Chk# 037277	JAKES COMPANIES	7/2/2018	$4,758.00	2018 DUST CONTROL ON GRAVEL RO
Paid Chk# 037278	LALONDE, RICK	7/2/2018	$50.00	CELLPHONE REIMBURSEMENT
Paid Chk# 037279	MAKI & OVEROM, LTD	7/2/2018	$9,711.00	CITY OF PROCTOR GENERAL
Paid Chk# 037280	MINNESOTA ENERGY RESOURC	7/2/2018	$183.15	GAS UTILITIES - STREET DEPT
Paid Chk# 037281	OREILLY AUTOMOTIVE INC	7/2/2018	$100.92	OIL CHANGE SUPPLIES - CHEV 1 T
Paid Chk# 037282	PROCTOR BUILDERS	7/2/2018	$54.97	BATTERIES
Paid Chk# 037283	RANGE PAPER	7/2/2018	$76.74	PAPER TOWEL FOR DISPENSERS
Paid Chk# 037284	RUHNKE, JOSHUA	7/2/2018	$40.00	CELLPHONE REIMBURSEMENT
Paid Chk# 037285	SPRINGSTED INCORPORATED	7/2/2018	$21,318.00	SERVICES PRELIM TO ISSUANCE OF
Paid Chk# 037286	STACK BROS MECHANICAL	7/2/2018	$4,082.74	REPAIR OF CHILLER
Paid Chk# 037287	STILLMAN CYBER FORENSIC IN	7/2/2018	$4,760.00	INVESTIGATION
Paid Chk# 037288	THOMSON REUTERS-WEST	7/2/2018	$99.23	INVESTIGATIVE SUITE OF DETAIL
Paid Chk# 037289	US BANK VOYAGER FLEET SYS	7/2/2018	$4,653.45	FUELS - POLICE DEPT
Paid Chk# 037290	VIKING INDUSTRIAL CENTER	7/2/2018	$91.56	SUNSCREEN - SUMMER SUPPLY - ST
		Total Checks	$57,147.83	
Paid Chk# 4219588	CITY OF PROCTOR	6/6/2018	$23,667.46	PR18-11 wh

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CITY OF PROCTOR

*Check Summary Register©

June 2018

	Name	Check Date	Check Amt	
10110 First National Liq				
Paid Chk# 028299	CITY OF PROCTOR	6/18/2018	$1,837.13	PR18-11L wh PERA
Paid Chk# 028300	EMC NATIONAL LIFE COMPANY	6/18/2018	$14.40	EMPLOYEE SUPPLEMENTAL LIFE
Paid Chk# 028301	AMERICAN BOTTLING COMPAN	7/2/2018	$237.30	2058
Paid Chk# 028302	ARTISAN BEER COMPANY	7/2/2018	$313.80	2046
Paid Chk# 028303	BERNICK'S PEPSI	7/2/2018	$8,059.40	2036
Paid Chk# 028304	BLACKWOOD, BILL	7/2/2018	$80.00	REIMBURSEMENT
Paid Chk# 028305	BREAKTHRU BEVERAGE	7/2/2018	$1,042.57	2028
Paid Chk# 028306	CARTNER REFRIGERATION CO	7/2/2018	$1,359.68	COOLER ISSUES AND CLEANING
Paid Chk# 028307	CINTAS	7/2/2018	$70.42	MATS
Paid Chk# 028308	COCA COLA BEVERAGES OF DU	7/2/2018	$100.50	2059
Paid Chk# 028309	JOHNSON BROTHERS INC	7/2/2018	$660.25	2042
Paid Chk# 028310	LAKESHORE ICE	7/2/2018	$71.55	2048
Paid Chk# 028311	MICHAUD DISTRIBUTING COMP	7/2/2018	$1,742.10	2030
Paid Chk# 028312	MIDWAY & DELUCA SEWER SE	7/2/2018	$450.00	CLOGGED SEWER LINE
Paid Chk# 028313	MINNESOTA ENERGY RESOURC	7/2/2018	$17.40	GAS BILL
Paid Chk# 028314	PHILLIPS WINE & SPIRITS CO	7/2/2018	$2,346.58	2056
Paid Chk# 028315	PROCTOR JOURNAL	7/2/2018	$45.00	
Paid Chk# 028316	SOUTHERN GLAZER'S OF MN	7/2/2018	$3,954.58	2034
Paid Chk# 028317	SUPERIOR BEVERAGE	7/2/2018	$7,947.40	2039
		Total Checks	$30,350.06	