

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, December 17, 2018 6:00pm
Council Chambers - Community Activity Center - 100 Pionk Drive

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT

ROLL CALL

OTHERS PRESENT

APPROVAL OF MINUTES City Council Meeting Minutes of Monday, December 3, 2018

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. Mediacom 2019 Rate Adjustments
- B. Northern Natural Gas Notice

2. PLANNING & ZONING DEPARTMENT MATTER

- A. 2019 Home Business Occupation – Northern Lights Disc Golf Design L.L.C.
- B. 2019 Home Business Occupation – Body Sweets Massage Therapy
- C. 2019 Home Business Occupation – Dana Carroll's Music Studio
- D. 2019 Home Business Occupation – Bill's Gun Repair
- E. 2019 Home Business Occupation – Birch Hill Kennels

***3. CLERK ADVISES COUNCIL**

- A. Government Fund Payroll and Liquor Fund Payroll Period Ended 11/25/18

***4. COMMITTEE REPORT**

***5. UNFINISHED BUSINESS**

- *A. SRO

6. NEW BUSINESS

- A. 2019 Liquor Budget
B. Transfer of Funds
C. Resolution No. 58-18 Resolution of Non-Objection To Issuance of State of Minnesota Charitable Gambling License
D. 2019 TZD Agreement City of Duluth Lake Superior Traffic Enforcement Team
E. Duluth Lawn and Sport, John Deer Mower Quote
F. Resolution No. 59-18 Establishing/Designating Election Polling Place

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

- A. Attorney Client Privilege
B. Negotiations

MEMBER CONCERNS

Schwarzbauer:

Benson:

Nowak:

DeWall:

Larson:

BILLS FOR APPROVAL

General: \$108,126.89

Liquor: 31,197.31

Total: \$139,324.20

TOTAL BILLS FOR APPROVAL: \$139,324.20

ADJOURNMENT:

Minutes of the regular Proctor City Council meeting held Monday December 3, 2018 in the Community Center Council Chambers.

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

MEMBERS PRESENT: Mayor Larson and Councilors DeWall, Nowak, Benson and Schwarzbauer

OTHERS PRESENT: City Attorney Bray, City Administrator Casey, Finance Director Noelle Lent, Chief Gaidis, Chad Ward, Rory Johnson, Kathy Hannan, Nick Greenwood, Mr. Pelawa of Bolten Menk, Jason Lofdahl, Tammy Lofdahl, Peggy Vanderscheuren, Laura Vu and Steve Anderson of Independent School District 704

APPROVAL OF THE MINUTES:

Motion by Schwarzbauer, seconded by DeWall and carried (5-0) to approve the City Council Meeting Minutes of Monday, November 19, 2018.

APPROVAL OF THE AGENDA:

Motion by Schwarzbauer, seconded by Nowak and carried (5-0) to approve the agenda for December 3, 2018.

Motion by Schwarzbauer, seconded by DeWall and carried (5-0) to suspend the regular meeting at 6:05 p.m. and call to order the Truth In Taxation Hearing.

TRUTH IN TAXATION HEARING 6:05PM

Motion by Benson, seconded by Schwarzbauer and carried (5-0) to open the Truth In Taxation Hearing at 6:05 p.m.

Finance Director Noelle Lent gave a presentation on projected expenditures and revenues for the year 2019, and also mentioned the budget.

Motion by Schwarzbauer, seconded by DeWall and carried (5-0) to close the Truth In Taxation Hearing at 6:15 p.m. and reconvene the regular City Council Meeting.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:

None.

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

Motion by Benson, seconded by Schwarzbauer and carried (5-0) to approve the consent agenda.

Mayor Larson made a request to move Item 5 B. and 5 C. to be a part of the regular agenda.

***1. COMMUNICATIONS**

A. Dryer & Overom Invitation

2. PLANNING AND ZONING DEPARTMENT MATTER

***3. CLERK ADVISES COUNCIL**

A. Government Fund Payroll and Liquor Fund Payroll Period Ended 11/11/18

***4. COMMITTEE REPORTS**

A. Proctor City Council Special Budget Meeting Minutes of Monday, November 26, 2018

***5. UNFINISHED BUSINESS**

*A. SRO

B. Resolution No. 52-18 Appointing A Governing Body Liaison to Civil Service Commission

Larson discussed term limits and the meeting minutes of the Proctor Civil Service Commission.

Benson brought a record of the ordinance. He gave a synopsis of the Civil Service Commission and the law governing it under Statutes 419 and 419.02.

Motion by Larson, seconded by Nowak, motion failed (2-3, DeWall, Schwarzbauer and Benson Nay) to approve Resolution No. 52-18 Appointing A Governing Body Liaison to Civil Service Commission.

C. Resolution No. 53-18 Appointing A Governing Body Liaison to South St. Louis County Fairboard

Liability issues were discussed. Larson explained that what the Fairboard does affects the City, and Bray stated they are required to get permission from the City.

Benson said any elected official can be a member.

Motion by Larson, seconded by Nowak, motion failed (2-3, DeWall, Benson and Schwarzbauer Nay) to approve Resolution No. 53-18 Appointing A Governing Body Liaison to South St. Louis County Fairboard.

6. NEW BUSINESS

A. City of Proctor 2019 Budget Summary

Motion by Schwarzbauer, seconded by Dewall and carried (5-0) to approve the following budgets for 2019:

Revenues		Expenses
• General Fund	\$3,763,014.94	\$3,748,718.16
• Cable	\$ 24,150	\$ 18,300
• Sewer Fund	\$ 533,000	\$ 549,744.
• Golf Fund	\$ 45,000	\$ 39,084.72

B. Resolution No. 57-18 Levy for 2019

Motion by Benson, seconded by Schwarzbauer and carried (5-0) to approve the Levy for 2019: \$1,121,068 for the General Fund; \$431,527 for Bonded Debt; \$0 for Other Debt; Total \$1,552,595

C. City of Proctor Resolution No. 55-18 Resolution Accepting Donations to the Fire Department

Motion by Benson, seconded by Dewall and carried (5-0) to accept the donations in the amount of \$1650.

D. State Aid for Local Transportation Resolution 54-18 – Approving County Project within Municipal Corporate Limits

Casey stated St. Louis County would like to replace the traffic signal at the intersection of US-2 and 2nd Street and is seeking the approval of the City. Benson asked if the county is working with C&N regarding the cross-arms and Casey stated it was not mentioned.

Motion by Benson, seconded by Dewall and carried (5-0) to approve State Aid for Local Transportation Resolution 54-18 – Approving County Project within Municipal Corporate Limits

E. City of Proctor Resolution No. 56-18 Resolution Authorizing and Directing the Mayor and City Administrator to Execute and Deliver A Real Estate Purchase Agreement and Conveyance of Real Property by the City of Proctor to Independent School District 704

Casey stated City Attorney Bray, ISD 704 and engineering worked on the legal description.

Motion by Schwarzbauer, seconded by Nowak and carried (5-0) to approve the City of Proctor Resolution No. 56-18 Resolution Authorizing and Directing the Mayor and City Administrator to Execute and Deliver A Real Estate Purchase Agreement and Conveyance of Real Property by the City of Proctor to Independent School District 704.

F. Application and Permit for A 1 Day to 4 Day Temporary On-Sale Liquor License

Casey stated Liquor Control has seen this permit request, and Steve Anderson said the school board as a whole is in support of it. Schwarzbauer replied REA3D is separate from the school, statute allows it, but he wonders if it should be allowed on school property. DeWall explained the City is responsible for the liquor license and the school is responsible for the rest.

Motion by Benson, seconded by Nowak and carried (4-1, Schwarzbauer Nay) to approve the Application and Permit for A 1 Day to 4 Day Temporary On-Sale Liquor License at the St. Luke's Event Center on February 22, 2019.

G. League of Minnesota Cities Liability Coverage Waiver Form

Casey stated this is done every year and the insurance company recommends the council not to waive monetary limits.

Motion by Nowak, seconded by DeWall and carried (5-0) to approve the League of Minnesota Cities Liability Coverage Waiver Form and not waive monetary limits.

H. WIPFLI Engagement Letter

Casey stated they do a fine job as in the past and the fee is the same as last year.

Motion by Nowak, seconded by DeWall and carried (5-0) to approve the WIPFLI Engagement Letter.

I. Towing Permits

1. DeWall Service Center Inc., d.b.a. Troy's Amoco

Motion by Benson, seconded by Schwarzbauer and carried (4-0, DeWall abstained) to approve the towing permit for DeWall Service Center Inc., d.b.a. Troy's Amoco.

2. Troy's Towing, d.b.a. U.S.A. Towing & Recovery

Motion by Benson, seconded by Schwarzbauer and carried (4-0, DeWall abstained) to approve the towing permit for Troy's Towing, d.b.a. U.S.A. Towing & Recovery.

J. County Letter of Support for Bridge Repair

Casey stated the Minnesota Department of Transportation is asking council to support the funding request for federal financing.

Motion by Benson, seconded by Schwarzbauer and carried (5-0) to support the Minnesota Department of Transportation funding request for bridge repair.

K. Resolution 01-18 of the Proctor Public Utilities Commission of the City of Proctor

Casey explained the Public Utilities Commission has already passed this resolution, but needs concurrence for the resolution from the City Council.

Motion by Nowak, seconded by DeWall and carried (5-0) to concur with the Public Utilities Commission Resolution 01-18 entering Northeastern Minnesota Municipal Power Agency.

Motion by Nowak, seconded by Larson and carried (5-0) to recess the regular meeting to a Closed Meeting per MN Statutes 13D to discuss attorney client privilege and Labor Negotiations. 7:00 p.m.

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

A. Attorney Client Privilege

Motion by Benson, seconded by Dewall and carried (5-0) to adjourn the closed meeting and reconvene the regular city council meeting. Time 7:08 p.m.

MEMBERS CONCERNS:

Schwarzbauer: Gave a synopsis of the materials passed out at previous meetings on an athletic facility and the need to have one in Proctor. Also, stated this is one of the reasons he ran for Mayor. Reflected on the lack of response of emails and phone calls sent to others after he was not elected as Mayor. Spoke of the revenue the city is missing out on and is going to try his hand on getting something of an event center in Superior, WI.

Benson:

Nowak:

DeWall:

Mayor Larson:

BILLS FOR APPROVAL

General Bills: \$130,668.77

Liquor Bills: 52,052.50

Total: \$182,721.27

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

ADJOURNMENT

Motion by Dewall, seconded by Nowak and carried (5-0): To adjourn the City Council meeting at 7:21 p.m.

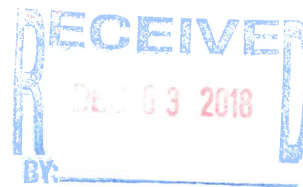
1A



Theresa Sunde
Senior Manager, Government Relations

Via Certified Mail

November 29, 2018



Dear Proctor Community Official:

The purpose of this letter is to inform you that, on or about January 1, 2019, Mediacom will be implementing the following rate adjustments:¹

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station Surcharge ²	\$12.61	\$14.61	\$2.00
Regional Sports Surcharge	\$4.68	\$4.88	\$0.20
Family TV	\$77.49	\$79.49	\$2.00
Prime TV	\$93.49	\$95.49	\$2.00

The decision to make price adjustments is always a difficult one. We are very reluctant to raise video prices because, when we do, we lose subscribers. However, cable and satellite companies are constantly being pressured by the programmers we buy from to pay more for the channels we carry.

The fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC are by far our fastest growing programming cost component. All told, the fees charged by broadcasters, according to SNL Kagan, grew from \$800 million to \$10 billion annually or 1150% between 2009 and 2018.

The problems with sports programming is equally as alarming. One look at the skyrocketing rights fees announced with recent deals and it is easy to see that the marketplace for live televised sports is out of control. Broadcast networks and national and regional sports networks are shelling out billions of dollars for the rights to the NFL, NBA, MLB, NHL, the Olympic Games, World Cup and NCAA football and basketball. Unrestrained spending has become the hallmark of the sports programming business, and the American consumer, whether a sports fan or not, is left to pay the price.

In an effort to bring more transparency to the unjustified fee increases being taken by the owners of broadcast and sports television channels, Mediacom previously introduced a Local Broadcast Station Surcharge and a Regional Sports Surcharge. By identifying the cumulative fee increases being taken by these channel owners, we hope to draw the attention of consumers and their elected representatives to this rapidly escalating problem.

¹ Depending on the terms of each customer's promotional package, these rate changes may not impact a customer until their current promotional package expires.

² Mediacom bills monthly in advance. As a result, the increases for both the Local Broadcast Surcharge and Regional Sports Surcharge are based on our best estimate of the cost increases our company will incur for broadcast and regional sports programming. Mediacom will "true up" customer bills in a subsequent month if it turns out that our estimate was too high or too low.

Despite the challenges we face, Mediacom has continued to aggressively invest in the communities we serve. As part of a 3-year, \$1 billion capital investment plan that began in 2016, virtually all of the 3 million homes and businesses across Mediacom's 22 state footprint now have access to 1 Gig broadband speeds.

In addition, Mediacom has broadly launched a low-cost internet service for low-income customers featuring 10 Mbps download speeds for \$9.95 per month. The service, called Connect2Compete, is offered in partnership with EveryoneOn and is available to families with students participating in the National School Lunch Program. Additional information is available at www.mediacomc2c.com.

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

Sincerely,

Theresa Sunde



1111 South 103rd Street
Omaha, NE 68124
Emergency Phone: 888-367-6671

Visit www.northernnaturalgas.com, select the Safety and Public Awareness tab to obtain emergency plans and more information

EMERGENCY NUMBER: 888-367-6671

PLEASE SHARE THIS INFORMATION

About Northern Natural Gas

Northern Natural Gas (Northern) is based in Omaha, Nebraska, and operates an interstate natural gas high pressure, transmission pipeline system extending from Texas to the upper Midwest. The system includes over 14,500 miles of natural gas pipeline, capable of 5.8 billion cubic feet per day (Bcf/d) of market area capacity, plus 1.78 Bcf/d of field capacity. Northern has a total of five natural gas storage facilities, three of which are underground facilities and the other two are Liquefied Natural Gas (LNG) facilities. All five total 79 Bcf which includes 4 Bcf of liquefied natural gas. **Pipeline pressures can reach as high as 1,600 pounds per square inch gauge. Pipeline sizes range from 2 inches to 36 inches in diameter. The maximum potential impact radius (PIR) is 1,000 feet.**

What does Northern Natural Gas do if a leak occurs?

While emergency response agencies are doing their part, Northern employees will do what needs to be done to protect lives, property and the environment.

- First, protecting people from injury by initially removing all persons at least 1,320 feet (1/4 mile) from the area.
- If a fire does not already exist, employees will remove any sources of ignition.
- Employees will help people in distress.

PRODUCTS TRANSPORTED

PRODUCTS TRANSPORTED IN YOUR AREA

PRODUCT	LEAK TYPE	VAPORS
NATURAL GAS	Gas	Lighter than air and will generally rise and dissipate. May gather in a confined space and travel to a source of ignition.
HEALTH HAZARDS	Will be easily ignited by heat, sparks or flames and will form explosive mixtures with air. Vapors may cause dizziness or asphyxiation without warning and may be toxic if inhaled at high concentrations. Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite.	

The complete Safety Data Sheet is on Northern's website

PIPELINE MARKER



Know what's below.
Call 811 before you dig.
www.call811.com

- Employees will eliminate the natural gas source. If it is possible to do so from the location of the emergency, they will. In many cases, the natural gas must be shut off at a remote location. It is important for you to know that Northern employees are responsible for operating the valves that isolate the affected facilities.

Is your group interested in a presentation, training or more information? Call Northern's emergency number at 1-888-367-6671 and ask to establish a public education liaison. Together we will determine the appropriate Northern Natural Gas field location nearest you and then provide a means to contact their local representative for more details.

For example, an odorant is added to certain pipeline segments to make it easier to smell a very small leak. Your local Northern representative can tell you if those segments are in your area.

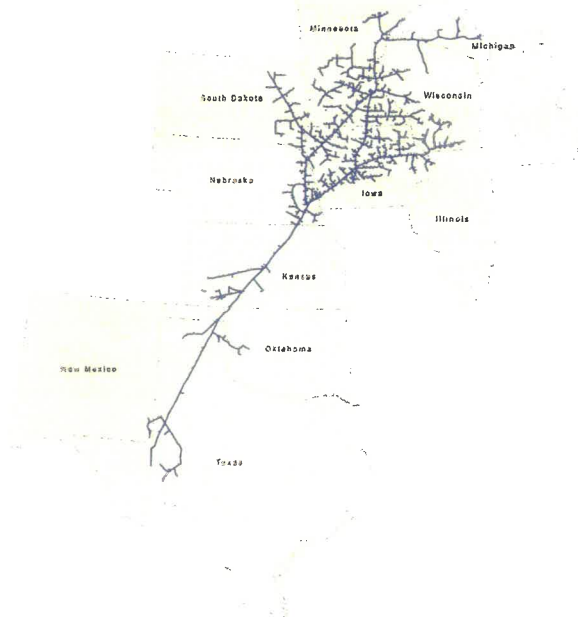
Maintaining safety and integrity of pipelines

Public officials often know where "identified" sites are located. An identified site can be areas near the pipeline such as community centers, businesses, beaches, playgrounds, recreational facilities, office buildings, daycare facilities, stadiums, campgrounds, etc. To report areas that could be considered an identified site, please send an e-mail to HCAinformation@nngco.com or call 1-866-865-0766.

Important land use planning information to enhance pipeline safety in your community can be found at: www.pipa-info.com.

SYSTEM MAP

Call 811 or visit NPMS at www.npms.phmsa.dot.gov to learn pipeline locations in your area.



Emergency and Government officials can apply for detailed maps on the NPMS website.

Receipt # 005008
Date 11-8-18

CITY OF PROCTOR

APPLICATION FOR HOME OCCUPATION PERMIT

Date: 11-7-18

Name: Bryan Lagergren

Address: 49 5th St. Proctor, MN 55810 Phone: 218-590-5880

Name of Business: Northern Lights Disc Golf Design, LLC

Purpose of type of business: Disc Golf Retail Sales

I am familiar with and hereby comply with all rules and regulations stated in the City of Proctor's Ordinance governing the home occupation permits.

Signature of applicant: Bryan Lagergren

Fee: \$35.00

Length of time for permit: one year

Yearly Inspection Schedule:

Date Inspected

Recommendation

Approved by

COPY

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
Licensing and Certification Services
443 Lafayette Road North
St. Paul, MN 55155



CC0515

Mailing Address:
PO Box 64227
St. Paul, MN 55164-0227

E-mail: dli.license@state.mn.us
Web Site: www.dli.mn.gov/ccld.asp
Directions: <http://www.dli.mn.gov/Direct.asp>
Phone: (651) 284-5034

Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number 218-590-5880	Alternate telephone number
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Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

Northern Lights Disc Golf Design, LLC

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes) 49 5 th St.	City Proctor	State MN	ZIP code 55810
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County
St. Louis

Email address
northernlightsdiscgolfdesign@gmail.com

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☐ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
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☐ I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance.)

2. I am not required to have workers' compensation insurance because:

☐ I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)

☒ I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)

☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)

☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name
Bryan Lagergren

Applicant signature (required)

Bryan Lagergren

Title

Owner

Date

11/7/18

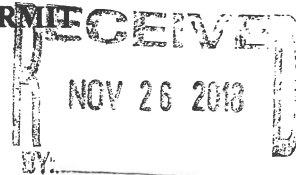
If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.

2B

Receipt # 005032
Date 11-26-18

CITY OF PROCTOR

APPLICATION FOR HOME OCCUPATION PERMIT



Date: 11-12-18

Name: COLEEN BARRIERE

Address: 1001 BASS BLVD.

Phone: 218-349-8503

Name of Business: Body Sweets Massage Therapy

Purpose of type of business: PROVIDE MASSAGE THERAPY

AND VARIOUS OTHER BODY TREATMENTS

I am familiar with and hereby comply with all rules and regulations stated in the City of Proctor's Ordinance governing the home occupation permits.

Signature of applicant:

A large, stylized handwritten signature in cursive script, reading "Coleen Barriere". The signature is written over a horizontal line.

Fee: \$35.00

Length of time for permit: one year

Yearly Inspection Schedule:

Date Inspected

Recommendation

Approved by

COPY

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
Licensing and Certification Services
443 Lafayette Road North
St. Paul, MN 55155



CC0515

Mailing Address:
PO Box 64227
St. Paul, MN 55164-0227

E-mail: dli.license@state.mn.us
Web Site: www.dli.mn.gov/ccld.asp
Directions: <http://www.dli.mn.gov/Direct.asp>
Phone: (651) 284-5034

Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number <u>218-349-8503</u>	Alternate telephone number _____
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Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes)

1001 Bass Blvd.

County

So. St. Louis

City

Proctor

State

MN

ZIP code

55810

Email address

dodysweets@hotmail.com

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☐ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
---------------	----------------	-----------------

☐ I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance.)

2. I am not required to have workers' compensation insurance because:

☐ I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)

☒ I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)

☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)

☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name

Applicant signature (required)

Title

MASSAGE THERAPIST

Date

11-12-18

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.

2C

Receipt # 005039
Date 11-26-18

CITY OF PROCTOR
APPLICATION FOR HOME OCCUPATION PERMIT

Date: NOVEMBER 26, 2018
Name: Dana Carroll Copiskey
Address: 930 Almac Drive Phone: 218-624-7027
Proctor, M. 55810-2700
Name of Business: Dana Carroll's Music Studio
Purpose of type of business: _____

I instruct students privately on the
following: 1. voice 2. accordion 3. piano
★ NO EMPLOYEES!

I am familiar with and hereby comply with all rules and regulations stated in the City of Proctor's Ordinance governing the home occupation permits.

Signature of applicant: Dana C. Copiskey

Fee: \$35.00
Length of time for permit: one year

Yearly Inspection Schedule:

<u>Date Inspected</u>	<u>Recommendation</u>	<u>Approved by</u>
_____	_____	_____
_____	_____	_____

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
Licensing and Certification Services
443 Lafayette Road North
St. Paul, MN 55155



Mailing Address:
PO Box 64227
St. Paul, MN 55164-0227

Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

E-mail: dli.license@state.mn.us
Web Site: www.dli.mn.gov/ccld.asp
Directions: <http://www.dli.mn.gov/Direct.asp>
Phone: (651) 284-5034

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number 218-624-7027	Alternate telephone number NONE
---	--	---

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

Dana Carol's Music Studio

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes)	City	State	ZIP code
930 Almac Drive	Proctor	Mn.	55810-
County	Email address		
St. Louis	dana.caroll@hotmail.com	2700	

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☐ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
---------------	----------------	-----------------

☐ I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance.)

2. ☒ I am not required to have workers' compensation insurance because:

☐ I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)

☒ I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)

☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)

☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name **Dana Carol Copis Key**

Applicant signature (required)	Title	Date
Dana C. Copis Key	Instructor/owner	Nov. 26, 2018

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.

2D

Receipt #: 005056
Date: 12-7-18

CITY OF PROCTOR

APPLICATION FOR HOME OCCUPATION PERMIT

Date: 12-06-2018

Name: WILLIAM D ALLEN

Address: 9427 WESTGATE BLVD #5

Phone: 218-310-0178

Name of Business: BILLS GUN REPAIR

Purpose of type of business: GUNSMITHING

I am familiar with and hereby comply with all rules and regulations stated in the City of Proctor's Ordinance governing the home occupation permits.

Signature of applicant: William D Allen

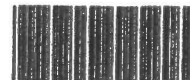
Fee: \$35.00

Length of time for permit: one year

Yearly Inspection Schedule:

<u>Date Inspected</u>	<u>Recommendation</u>	<u>Approved by</u>
		OK per Kent GA:DS

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
Licensing and Certification Services
443 Lafayette Road North
St. Paul, MN 55155



CC0515

Mailing Address:
PO Box 64227
St. Paul, MN 55164-0227

Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

E-mail: dli.license@state.mn.us
Web Site: www.dli.mn.gov/cclid.asp
Directions: <http://www.dli.mn.gov/Direct.asp>
Phone: (651) 284-5034

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number <u>218-310-0172</u>	Alternate telephone number
---	--	----------------------------

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

Bills Gun Repair

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes) <u>9427 Westgate Blvd #5</u>	City <u>PROCTOR</u>	State <u>MN</u>	ZIP code <u>55810</u>
County <u>ST LOUIS</u>	Email address		

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☐ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
---------------	----------------	-----------------

☐ I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance.)

2. I am not required to have workers' compensation insurance because:

- ☒ I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- ☐ I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- ☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- ☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name William D Allen

Applicant signature (required) <u>William D Allen</u>	Title <u>OWNER</u>	Date <u>12-07-2018</u>
--	-----------------------	---------------------------

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.

2E

Receipt # 005057
Date 12-10-18

CITY OF PROCTOR

APPLICATION FOR HOME OCCUPATION PERMIT

Date: 12-3-2018Name: RANDY AND SUSAN KETCHERAddress: 436 ST. LOUIS RIVER ROAD Phone: 218 624-7672Name of Business: BIRCH HILL KENNELSPurpose of type of business: DOG BOARDING

I am familiar with and hereby comply with all rules and regulations stated in the City of Proctor's Ordinance governing the home occupation permits.

Signature of applicant: Randy A. Ketcher

Fee: \$35.00

Length of time for permit: one year

Yearly Inspection Schedule:

Date InspectedRecommendationApproved by

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
Licensing and Certification Services
443 Lafayette Road North
St. Paul, MN 55155



CC0515

Mailing Address:
PO Box 64227
St. Paul, MN 55164-0227

Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

E-mail: dli.license@state.mn.us
Web Site: www.dli.mn.gov/ccld.asp
Directions: <http://www.dli.mn.gov/Direct.asp>
Phone: (651) 284-5034

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number 218 428 - 3647	Alternate telephone number 218 269 - 9999
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) BIRCH HILL Kennels		
DBA ("doing business as" or "also known as" an assumed name), if applicable 436 ST. LOUIS RIVER RD		
Business address (must be physical street address, no P.O. boxes) ST. LOUIS	City PROCTOR	State MN
County	Email address RAKETCHER @ AOL.COM	ZIP code 55810

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☐ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
<input type="checkbox"/> I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance .)		

2. I am not required to have workers' compensation insurance because:

- ☐ I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- ☒ I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- ☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- ☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name RANDY A. KETCHER	Applicant signature (required) Randy A. Ketcher	Title OWNER	Date 12-3-2018
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If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.

PR18-24

11/12/18 - 11/25/18

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Page 1

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	\$1,860.99
	City Administrator	Municipal Operations	Full-Time Employee Regular	\$3,461.54
	City Administrator	Government Building	Part-Time Employee	\$659.30
	City Clerk	Administrative	Full-Time Employee Regular	\$280.00
	City Clerk	Administrative	Full-Time Employee Regular	\$980.00
	City Clerk	Administrative	Full-Time Employee Regular	\$140.00
	Financial Administration	Accounting	Full-Time Employee Regular	\$2,384.80
	Police	Operations (Police)	Full-Time Employee Regular	\$800.48
	Police	Operations (Police)	Full-Time Employee Regular	\$1,685.28
	Police	Operations (Police)	Full-Time Employee Regular	\$1,472.88
	Police	Operations (Police)	Full-Time Employee Regular	\$14,014.12
	Police	Operations (Police)	Full-Time Employee Overtime	\$4,384.50
	Police	Operations (Police)	Full-Time Employee Overtime	\$1,095.12
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$598.24
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$609.36
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$1,805.84
	Police	Police Grant Labor	Full-Time Employee Overtime	\$829.44
	Fire	Operations (Fire)	Part-Time Employee	\$100.00
	Building Inspection	Operations (Bldg Inspection)	Part-Time Employee	\$192.31
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$724.20
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$677.97
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$1,645.44
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$818.40
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$2,336.37
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$73.89
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$107.16
	Streets & Roadways	Sanding	Full-Time Employee Regular	\$378.09
	Streets & Roadways	Snow Removal	Full-Time Employee Regular	\$1,242.72
	Streets & Roadways	Snow Removal	Full-Time Employee Overtime	\$173.70
	Park	City Parks	Full-Time Employee Regular	\$49.26
FUND 100 General Fund				\$47,781.40
Sewer Fund	Public Works	Storm Drainage	Full-Time Employee Regular	\$57.90
	Public Works	Sewer	Full-Time Employee Regular	\$115.80
FUND 500 Sewer Fund				\$173.70
				\$47,955.10

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

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Page 1

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
Liquor Fund	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$174.80
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$1,573.20
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Overtime	\$196.65
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$73.95
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$177.48
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$2,361.22
				<hr/> \$4,557.30
FUND 600 Liquor Fund				<hr/> \$4,557.30

CITY OF PROCTOR
Council Packet - Gen/Liq
Pay Group Description: City -Bi-wk
Pay Period: 24

11/29/18 11:49 AM

Page 1

Location Description	Hours	Shift Multiplier	Amount	Pay Group Description	
Location Description CITY HALL					
Shift Multiplier 1.5					
CITY HALL	6.00	1.5	\$188.19	City -Bi-wk	SNO CROSS
Shift Multiplier 1.5	6.00		\$188.19		
Location Description POLICE					
Shift Multiplier 1.5					
POLICE	12.00	1.5	\$475.92	City -Bi-wk	SNO CROSS
POLICE	32.00	1.5	\$1,314.24	City -Bi-wk	SNO CROSS
POLICE	3.00	1.5	\$123.21	City -Bi-wk	
POLICE	12.00	1.5	\$547.56	City -Bi-wk	
POLICE	20.00	1.5	\$1,056.60	City -Bi-wk	SNO CROSS
POLICE	16.00	1.5	\$829.44	City -Bi-wk	T2D grant
POLICE	11.00	1.5	\$501.93	City -Bi-wk	SNO CROSS
POLICE	20.00	1.5	\$912.60	City -Bi-wk	SNO CROSS
POLICE	12.00	1.5	\$547.56	City -Bi-wk	
Shift Multiplier 1.5	138.00		\$6,309.06		
Location Description Street Department					
Shift Multiplier 1.5					
Street Department	4.00	1.5	\$173.70	City -Bi-wk	
Shift Multiplier 1.5	4.00		\$173.70		
Pay Group Description City -Bi-wk	148.00		\$6,670.95		
Location Description Liquor Store					
Shift Multiplier 1.5					
Liquor Store	6.00	1.5	\$196.65	Liq -Bi-Wk	
Shift Multiplier 1.5	6.00		\$196.65		
Pay Group Description Liq -Bi-Wk	6.00		\$196.65		
	154.00		\$6,867.60		

6A

DEPT 620 Mountain Spirits Liquor		2017 Amount	2018 Budget	2019 Budget
	Land Lease	-		
	Liquor Sales	302,989.85	303,000.00	307,000.00
	Sale General Fixed Assets	-		
	Interest Earnings	122.76	-	-
	Gain/Loss Disposal Fixed Asset	-		
	Non-Operating Revenues	-		
	Beer Sales	456,997.85	546,000.00	495,000.00
	Wine Sales	94,780.90	97,000.00	97,000.00
	Soft Drink Sales	10,265.69	8,750.00	10,000.00
	Non Taxable Sales	-		
	Miscellaneous Revenue	10,828.51	7,500.00	10,000.00
	Senior Citizen Discount	-		
	Total:	875,985.56	962,250.00	919,000.00
		2017 Amount	2018 Budget	2019 Budget
ACTIVITY 49750 Merchandise Purch - Off Sale				
	Liquor Purchases	224,722.89	227,500.00	235,000.00
	Beer Purchases	353,262.14	405,000.00	372,000.00
	Wine Purchases	53,138.96	69,000.00	50,000.00
	Soft Drinks and Mix	7,934.07	9,000.00	7,200.00
	Misc Merchandise	4,765.43	1,000.00	5,800.00
	Bottle Deposit	-	-	-
	Keg Deposit	-	-	-
ACTIVITY 49751 Manager - Off Sale				
	Full-Time Employee Regular	44,345.60	43,500.00	46,820.80
	Full-Time Employee Overtime	2,062.73	1,500.00	1,500.00
	PERA Contribution	3,480.62	3,200.00	3,624.06
	FICA Contribution	2,866.58	2,700.00	2,995.89
	Medicare	670.42	620.00	700.65
ACTIVITY 49752 Clerks - Off Sale				
	Full-Time Employee Overtime	-		
	Part-Time Employee	62,596.05	55,000.00	65,000.00
	Employee Overtime	-	-	-
	PERA Contribution	14,140.03	44,829.00	4,875.00
	FICA Contribution	3,880.96	3,400.00	4,030.00
	Medicare	907.58	800.00	942.50
ACTIVITY 49760 Liquor Expense				
	Employer Paid Health Insurance	17,715.05	15,960.00	18,000.00

Unemploy Comp Benefit Payment	-	-	-
Worker s Comp Insur Premiums	3,420.00	1,900.00	3,000.00
Worker s Comp Benefit Payment	-	-	-
Liability Insurance For Employ	-	-	-
Office Supplies & Expense	639.69	600.00	600.00
Misc Operating Supplies	4,080.49	6,000.00	6,000.00
Tax & License	40.00	20.00	40.00
Bad Debt Expense	184.10	400.00	300.00
Interest Expense	5,345.12	-	4,650.00
Property Insurance	-		
Inventory Breakage and Shrink	-		
Legal Fees	-		
Management Fees	3,496.00	3,500.00	3,500.00
Computer Misc Expense	553.69	2,500.00	2,000.00
Meeting Expense	-	100.00	-
Other Professional Services	523.37	1,000.00	3,000.00
Telephone	1,646.02	2,200.00	550.00
Postage	185.98	200.00	200.00
Travel & Lodging Expense	-	100.00	300.00
Freight and Express	5,892.84	7,500.00	7,000.00
Training Expense	-	300.00	150.00
Advertising - Enterprises	5,712.77	3,000.00	2,500.00
Gen Notices & Pub Information	-	2,000.00	500.00
General Liability Insurance	4,766.27	4,500.00	4,500.00
Property Insurance	9,583.02	3,500.00	3,500.00
Utilities	7,072.01	7,000.00	8,000.00
Refuse Disposal	-	500.00	500.00
Bldg Repair & Maint	1,492.52	2,000.00	8,000.00
Mach & Equip Repair	-	1,000.00	1,000.00
Maintenance Agreement	1,877.08	1,500.00	1,506.00
Pest Control	-	400.00	300.00
Depreciation	14,539.25	6,635.00	14,540.00
Cash Short (Over)	438.56	100.00	
Bank Charges	290.00	200.00	300.00
Dues & Subscriptions	875.00	800.00	875.00
Books & Pamphlets	-		
Credit Card Service fees	13,597.12	11,000.00	14,600.00
Security Systems	1,643.08	1,000.00	1,500.00
Donations to Civic Organiznts	-		
Other Equipment Purchase	-	500.00	1,500.00
Residual Equity Transfer Out	-		
Operating Transfer	5,286.00	5,286.00	5,286.00
Miscellaneous	-	2,000.00	
ACTIVITY 50010 Vacation & Other			
Full-Time Employee Regular	1,544.99		
PERA Contribution	115.87		

	FICA Contribution	95.79		
	Medicare	22.41		
ACTIVITY 50040 Comp Time Taken				
	Full-Time Employee Regular	0.10		
	PERA Contribution	0.01		
	FICA Contribution	0.01		
	Medicare	-		
	Total Expenses:	891,448.27	962,250.00	918,685.90
			Revenues	919,000.00
			Profit (Loss):	314.10

6B

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

TRANSFER OF FUNDS

Honorable Council,

I am looking for approval to transfer from several Fund Accounts.

TRANSFERS BETWEEN FUNDS for 2018

Transfers Out:

Liquor Fund to General	5,286.00
Cable to General	900.00
General to Fund 493	80,000.00
General to Golf Fund 550	15,000.00
General to Kirkus Fund 492	60,000.00
Sewer to Fund 491	5,300.00
Sewer to General	34,153.00
General to Fund 325	49,686.05
Sewer to Fund 325	40,847.00
	291,172.05

Transfers In:

General Fund from Liquor	5,286.00
General Fund from Cable	900.00
Fund 493 from General	80,000.00
Golf 550 from General	15,000.00
Kirkus 492 from General	60,000.00
Fund 491 from Sewer	5,300.00
General from Sewer	34,153.00
Fund 325 from General	49,686.05
Fund 325 from Sewer	40,847.00
	291,172.05

Your attention to this matter is appreciated.

Mark Casey
Administrator/Clerk

.cc Noelle Lent

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

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

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

Resolution No. 58-18 Resolution of Non-Objection To Issuance of State of Minnesota Charitable Gambling License

BE IT RESOLVED that the City Council of the City of Proctor hereby certifies that there are no objection to the issuance of a State of Minnesota Charitable Gambling Permit to The Duluth Softball Players Association - Duluth to conduct pull-tabs and tipboards starting January 1, 2019 at the Moose Lodge 1302 in Proctor, MN

Passed by a majority vote of the Proctor City Council, this 17th day of December, 2018.

BY: _____
Philip Larson
Mayor

ATTEST: _____
Mark Casey
City Administrator

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION			
Organization: Duluth Softball Players Assn	License/Site Number: 02794	Daytime Phone: 218-310-4553	
Address: PO Box 7061	City: Duluth	State: Zip: MN 55807	
Name of Leased Premises: Moose Lodge 1302	Street Address: 415 3rd Ave		
City: Proctor	State: Zip: MN 55810	Daytime Phone: 218-624-1908	
Name of Legal Owner: Moose Lodge 1302	Business/Street Address: 415 3rd Ave		
City: Proctor	State: Zip: MN 55810	Daytime Phone: 218-624-1908	
Name of Lessor (if same as legal owner, write "SAME"): SAME	Address:		
City:	State: Zip:	Daytime Phone:	
Check applicable item: <input checked="" type="checkbox"/> New or amended lease. Effective date: <u>1-1-19</u> . Submit changes at least ten days before the effective date of the change. <input type="checkbox"/> New owner. Effective date: _____. Submit new lease within ten days after new lessor assumes ownership.			
CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)			
<input checked="" type="checkbox"/> Pull-Tabs (paper) <input type="checkbox"/> Pull-Tabs (paper) with dispensing device <input checked="" type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Tipboards <input type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table		<input type="checkbox"/> Electronic Pull-Tabs <input type="checkbox"/> Electronic Linked Bingo Electronic games may only be conducted: 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.	
PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)			
BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.			
ALL GAMES, including electronic games: Monthly rent to be paid: _____%, not to exceed 10% of gross profits for that month. • Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750 . • The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.			
BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.			
ELECTRONIC GAMES: Monthly rent to be paid: _____%, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.			
ALL OTHER GAMES: Monthly rent to be paid: <u>20</u> %, not to exceed 20% of gross profits from all other forms of lawful gambling. • If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.			
BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)			
Bingo rent is limited to one of the following: • Rent to be paid: _____%, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo. - OR - • Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor. ⇒ Rent may not be paid for bar bingo. ⇒ Bar bingo does not include bingo games linked to other permitted premises.			
LEASE TERMINATION CLAUSE (must be completed)			
The lease may be terminated by either party with a written <u>30</u> day notice. Other terms:			

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

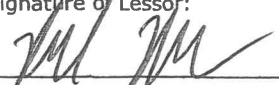
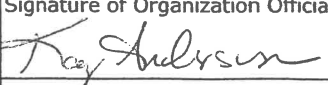
- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:	Date:	Signature of Organization Official (Lessee):	Date:
	12-5-18		12/5/18
Print Name and Title of Lessor:	Print Name and Title of Lessee:		
Rick McArthur Gambling Manager	Kaye Anderson Admin Asst.		

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113

Fax: 651-639-4032

67

**2019 TOWARD ZERO DEATHS ENFORCEMENT GRANT
AGREEMENT
CITY OF DULUTH
LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM**

THIS AGREEMENT, by and among the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City of Duluth", and St. Louis County, a Minnesota county acting through its governing body, hereinafter referred to as "County", and University of Minnesota - Duluth Police Department, hereinafter referred to as "UMD Police", and City of Hermantown, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Hermantown", and City of Proctor, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Proctor", and City of Floodwood, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Floodwood".

WHEREAS, City of Duluth is the recipient of a 2019 Towards Zero Deaths Enforcement Grant (hereinafter referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$236,300;

WHEREAS, pursuant to the terms of said Grant, City of Duluth is to support the Lake Superior Traffic Enforcement Team Enforcement Plan (hereinafter referred to as "Enforcement Plan") to reduce the number of fatal crashes and injuries in southern St. Louis County, Minnesota, for which Lake Superior Traffic Enforcement Team parties will be entitled to reimbursement under the terms of the Grant; and

WHEREAS, the City of Duluth, County, UMD Police, Hermantown, Proctor, and Floodwood are collectively referred to as the Lake Superior Traffic Enforcement Team for purposes of the 2019 Toward Zero Deaths Project.

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Grant.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Scope of Professional Services

Each member of the Lake Superior Traffic Enforcement Team ("Team Member") agrees that it will be responsible to provide its respective services as generally described in the Grant Agreement and Enforcement Calendar, copies of which are attached hereto and made a part hereof as Exhibits A and B and provide other necessary professional services generally relating thereto.

ARTICLE II

Reimbursement for Expenses

Each Team Member shall be entitled to be reimbursed by City of Duluth for the cost of providing services in an amount not to exceed the following:

Team Member	Maximum Reimbursement Amount	Additional Funds
City of Duluth Police Dept.	\$120,946.00	
	\$2,400.00	Administration & Management Overtime
St. Louis County Sheriff's Office	\$28,696.00	
	\$15,000.00	911 Dispatch
UMD Police Dept.	\$7,562.00	
Hermantown Police Dept.	\$25,304.00	
Proctor Police Dept.	\$20,958.00	
Floodwood Police Dept.	\$14,084.00	
TZD Conference	\$1,350.00	
TOTAL	\$236,300.00	

Upon the expenditure of funds in support of the Grant Agreement and Enforcement Calendar and presentation to City of Duluth of documentation establishing the expenses, City of Duluth shall promptly reimburse Team Members for said costs up to the amount set forth above. All reimbursements from City of Duluth to Team Members pursuant to this Agreement shall be issued from City of Duluth Fund 215-200-2209-5447 (Duluth Police Grant Programs, Police, 2019 TZD, Payment to Other Government Agencies).

ARTICLE III

Assignability

The Team Members shall not in any way assign or transfer any of their respective rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on October 1, 2018 and run concurrently with the Grant Term and expire on September 30, 2019.

ARTICLE V

Termination of Services

Any Team Member may, by giving written notice at least thirty (30) days prior to the effective date thereof, terminate, without cause, a portion of the Agreement as it relates to its obligations hereunder. The terminating party shall be entitled to compensation for services properly performed by it, to and including the date of written notice of termination of this Agreement, including reimbursable expenses. Such termination shall not affect the remaining Team Member's rights and obligations. Notwithstanding the foregoing, the City of Duluth may terminate this Agreement upon notification from the Minnesota Department of Public Safety that grant funding to fund City of Duluth's obligations hereunder has been terminated; such termination shall be effective upon the parties receiving notice thereof.

ARTICLE VI

Standard of Performance

Each Team Member agrees that all services to be provided pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by each Team Member in accordance with requirements prescribed by Grant. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

B. Documentation of Costs

Each Team Member will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

Each party shall be responsible for furnishing to City of Duluth records, data and information as City of Duluth may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

Each Team Member shall ensure that at any time during normal business hours, there shall be made available to any party, for examination, all of its records with respect to all matters covered by this Agreement. Each Team Member will also permit any party, State, or Federal agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

E. Information

All reports, data, information, documentation and material given to or prepared by each Team Member pursuant to this Agreement will be public except as provided for in applicable Federal or state laws, rules, regulations or orders.

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting any party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. None of the parties or any officers or employees thereof shall be considered an employee of any other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of any party and their employees while so engaged and any and all claims whatsoever on behalf of any party arising out of employment or alleged employment, including without limitation, claims of discrimination against any party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither the parties nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from another party.

ARTICLE IX

Liability

A. As Between the Parties

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of any party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapters 466 or 3.736 as applicable or to extend the amount of liability of any party to amounts in excess of that specified in said Chapters.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE X

Civil Rights Assurances

Each Team Member and their respective officers, agents, servants and employees as part of the consideration under this Agreement, does hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE XI

Rules and Regulations

All parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, County, and the City of Duluth and their respective agencies which are applicable to their activities under this Agreement.

ARTICLE XII

Notices

Notice to Team Members provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

CITY OF DULUTH: Lt. Chad Nagorski
City of Duluth Police Department
2030 N. Arlington Avenue
Duluth, MN 55811

County: Sheriff Ross Litman
St. Louis County Sheriff's Office
Room 103
100 North 5th Avenue West
Duluth, MN 55802

Hermantown: Chief James Crace
Chief of Police
Hermantown Police Department
5111 Maple Grove Road
Hermantown, MN 55811-3605

UMD Police Elizabeth Rumsey
Associate Director
Sponsored Projects Administration, UMD
409 Darland Admin. Bldg.
1049 University Drive.
Duluth, MN 55812-3011

Floodwood: Jessica Rich
City Administrator
City of Floodwood
111 W. 8th Ave.
Floodwood, MN 55736

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

ARTICLE XIII

Waiver

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

ARTICLE XIV

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVI

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

ARTICLE XVII

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

CITY OF DULUTH, a Minnesota municipal corporation

ST. LOUIS COUNTY, a Minnesota County

By: _____
Its Mayor

By: _____
Keith Nelson, County Board Chair

Date: _____

Date: _____

Attest:

By: _____
Don Dicklich, Auditor/Clerk of the Board

By: _____
City Clerk

Date: _____

Date: _____

By: _____
Ross Litman, Sheriff

Countersigned:

Date: _____

City Auditor

Approved as to form and execution:
MARK RUBIN
St. Louis County Attorney

Date: _____

Approved as to form:

By: _____
Thomas Stanley
Assistant County Attorney

City Attorney

Damion # 2018-12501

Date: _____

Date: _____

CITY OF PROCTOR, A Minnesota
municipal corporation

CITY OF FLOODWOOD, A Minnesota
municipal corporation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

CITY OF HERMANTOWN, A Minnesota
municipal corporation

**Regents of the University of Minnesota for
the UMD UNIVERSITY POLICE
DEPARTMENT**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

2019 TZD Enforcement - Agency Award & Balance

	Project Award
Duluth	\$ 120,946.00
Floodwood	\$ 14,084.00
Hermantown	\$ 25,304.00
Proctor	\$ 20,958.00
SLC Sheriffs	\$ 28,696.00
UMD	\$ 7,562.00
<i>Total Enforcement</i>	\$ 217,550.00
TZD Conference	\$ 1,350.00
Admin-DWI	\$ 2,000.00
Admin -other	\$ 400.00
Dispatch-DWI	\$ 13,000.00
Dispatch-other	\$ 2,000.00
Equipment	\$ -
TOTAL FUNDING	\$ 236,300.00

2019 Category balances

DWI			
	Duluth		\$ 101,500.00
	Floodwood		\$ 10,500.00
	Hermantown		\$ 19,250.00
	Proctor		\$ 15,750.00
	SLCSO		\$ 22,750.00
	UMD		\$ 5,250.00
			\$ 175,000.00

Seat Belt			
	Duluth		\$ 10,118.00
	Floodwood		\$ 888.00
	Hermantown		\$ 2,130.00
	Proctor		\$ 1,952.00
	SLCSO		\$ 2,130.00
	UMD		\$ 532.00
			\$ 17,750.00

Speed/ Move Over			
	Duluth		\$ 4,900.00
	Floodwood		\$ 1,400.00
	Hermantown		\$ 2,520.00
	Proctor		\$ 1,960.00
	SLCSO		\$ 2,520.00
	UMD		\$ 700.00
			\$ 14,000.00

Distracted Driving			
	Duluth		\$ 4,428.00
	Floodwood		\$ 1,296.00
	Hermantown		\$ 1,404.00
	Proctor		\$ 1,296.00
	SLCSO		\$ 1,296.00
	UMD		\$ 1,080.00
			\$ 10,800.00

Admin			
	DWI		\$ 2,000.00
	Other		\$ 400.00

Dispatch			
	DWI		\$ 13,000.00
	Other		\$ 2,000.00

TZD Conference			
			\$ 1,350.00

\$ 236,300.00

6E

Duluth Lawn and Sport

Pete Gassert <pgassert@hotmail.com>

Wed 12/5/2018 10:51 AM

To: Rick LaLonde <rick@proctormn.gov>;

Rick-

I sent you over 2 emails before this one. The first one is a quote with all the equipment and options that you had asked about. On the last page of that quote it shows the 22% state bid discount and the trade allowance.

The second email is a copy of the state contract-the contract number and discount are listed on there.

John Deere does offer a municipal lease with a \$1 buyout-they will go up to 60 months at 5.95%.

Let me know if you would like me to talk to anyone there, go to the meeting or have any other questions.

Thank You,
Pete Gassert
Duluth Lawn and Sport
218-628-3718



Virus-free. www.avast.com

Vendor Name: **Deere & Company**
Contact Person: **Tamara Hebert**
Street Address: **2000 John Deere Run**
P.O. Box:
City, State, Zip: **Cary, NC 27513**
Phone #: **800-358-5010, opt. 2**
Toll Free #: **800-358-5010, opt. 2**
Fax #: **309-749-2313**
Email Address: GovContractSupport@JohnDeere.com
Website: www.JohnDeere.com

PERCENTAGE DISCOUNT OFF LIST PRICING

1.0 Catalog Section / Price List Title and Date

Warranty **24 months**

Percentage Discount to be applied to Price List **22%**

Date & Price List I.D. Number **C15_20171101.pdf**

Price for Additional Set of Fluid and Air Filters **1550 - \$86; 1570, 1580 - \$155;
1575, 1585 - \$193**

Price for Set of Repair, Parts and Operating Manuals **1550 - \$175; 1570, 1585 -
\$185; 1575, 1580 - \$180**

Discount off List Price for related parts and accessories
See Special Terms and Conditions **0% for incidental miscellaneous
non-contract items; 22% for
attachments/accessories on
contract.**

Vendor Owned Rental Return Or Demo Equipment Program **No Bid**

See Solicitation Special Terms and Conditions.
DEDUCT cost per Used Hour from the original Contract Price **No Bid**

2.0 DELIVERY STARTING POINT - CITY, STATE, ZIP CODE Location of delivering John
Deere dealer

Price per loaded mile **\$4 per loaded mile**

(See Special Terms and Conditions - No Flat Rate Allowed)

3.0 INSTALLATION - PER HOUR (Hourly Shop Rate):

Installation services may be requested on an "as needed" basis - see
special terms and conditions.) **N/A**

9815758 John Deere Dealer: Product Configuration

pgassert@hotmail.com

Wed 12/5/2018 10:32 AM

To: Rick LaLonde <rick@proctormn.gov>;

Thank you for your interest in John Deere products. You are encouraged to contact your sales representative with any questions. Please review the attached quote from:

Sales Person: PETER GASSERT

Phone Number: 2186283718

E-mail Address: pgassert@hotmail.com

Dealer Company: DULUTH LAWN & SPORT, INC.

ADDITIONAL INFORMATION:

Equipment Details

Prepared For: Rick Lalonde

Email: rlalonde@proctormn.gov

Dealership: PETER GASSERT
DULUTH LAWN & SPORT, INC.
4715 Grand Avenue
Duluth, MN 55807
Phone: 2186283718
Email: pgassert@hotmail.com

Date December 05, 2018

Offer Expires: 01/31/2019

All amounts are displayed in USD

1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)

Code	Description	Qty	List Price
2443TC	1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)		\$40,199.00

Required Items:**Options****SEE PAGE # 3 FOR PRICE**

001A	United States and Canada	1	In Base Price
Optional Items:			
AR87167	Engine Coolant Heater (110 V)	1	\$82.67
LVB24852	Beacon Light Kit (Cab Only)	1	\$251.90
LVB24844	External Mirror Kit (Cab Only)	1	\$196.90
LVB24853	Rear Work Light Kit (2 Lights) (Cab Only) Includes 2 Lights, cab is pre-wired.	1	\$156.20
TCB10303	Rear Weight Mounting Kit Required for Ballast on Certain Model Configurations. See Sales Manual for Proper Weight Requirements. Required for Ballast when Using Certain Implements. See Sales Manual for Instructions.	1	\$116.63
UC13263	Quik-Tatch Weight, 42 lb (19 kg) For Use with TCB10303 Rear Weight Mounting Kit.	4	\$239.64
Configuration Total:			\$41,242.94

72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

Code	Description	Qty	List Price
0347TC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck (For 1500 TerrainCut Front Mowers and 1400/1500's Series II and non Series II Front Mowers)		\$4,979.00

Options

Required Items:

001A	United States and Canada	1	In Base Price
Configuration Total:			\$4,979.00

47 In. Heavy-Duty Two-Stage Snow Blower (For 1550/1570 TerrainCut Front Mowers, 1400 Series II and Non-Series II Front Mowers)

Code	Description	Qty	List Price
0370TC	47 In. Heavy-Duty Two-Stage Snow Blower (For 1550/1570 TerrainCut Front Mowers, 1400 Series II and Non-Series II Front Mowers) Single Spool Auxiliary Hydraulic Kit (BTC10530) is Required for Operation of Chute on 1550/1570 TerrainCut Front Mowers. *Single Spool Auxiliary Hydraulic Kit (TCB11474) is Required for 1400/1500 Series II and Non-Series II Front Mowers for Operation of Chute. Ballast Required, (R66949) Quick-Tatch Weight(s) Mounted on Rear Weight Mounting Kit (TCB10303), see Ballast Chart in Sales Manual.		\$4,349.00

Options

Required Items:

1000	Lift Arms, Drive Shaft and Hardware	1	\$462.00
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Configuration Total:		\$4,811.00
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Summary

Equipment Totals (includes "Other Charges")	Qty	Each	Extended
1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$41,242.94	\$41,242.94
72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$4,979.00	\$4,979.00
47 In. Heavy-Duty Two-Stage Snow Blower (For 1550/1570 TerrainCut Front Mowers, 1400 Series II and Non-Series II Front Mowers)	1	\$4,811.00	\$4,811.00
Total Equipment Group Price:			\$51,032.94

Additional Charges

Freight:	+/-	\$0.00
Setup & Delivery:	+/-	\$0.00
Discounts:	+/-	(\$11,227.25)
Trade In Allowance:	+/-	\$0.00
Extended Warranty:	+/-	\$0.00
Taxes:	+/-	\$0.00
Trade Allowance	+/-	(\$7,750.00)
Total Additional Charges:		(\$18,977.25)

Total Delivered Price:	3	\$32,055.69
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Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options noted with 'Net Item Charge' will have additional costs. Pricing and specifications subject to change without notice. Special program pricing may be available on certain models. Ask dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

65
COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

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

RESOLUTION 59-18 ESTABLISHING/DESIGNATING ELECTION POLLING PLACE

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

WHEREAS, pursuant to Minnesota Statutes 204B.16, all municipalities must designate by ordinance or resolution polling places for each precinct each year regardless if an election is scheduled for the year or not; and,

NOW THEREFORE BE IT RESOLVED that the City Council of Proctor, is designating as the polling place for all municipal elections in 2019, the Proctor Community Center 100 Pionk Drive, Proctor Minnesota..

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 59-18 was declared duly passed and adopted this 17th day of December, 2018.

Philip Larson
Mayor

Attest: _____
Mark Casey
Administrator/Clerk

204B.16 POLLING PLACES; DESIGNATION.

Subd. 1 changes effective January 1, 2018, and applies to any special election held on or after that date.

Subd. 1a changes effective July 1, 2017

Subdivision 1. **Authority; location.** By December 31 of each year, the governing body of each municipality and of each county with precincts in unorganized territory shall must designate by ordinance or resolution a polling place for each election precinct. The polling places designated in the ordinance or resolution are the polling places for the following calendar year, unless a change is made:

(1) pursuant to section 204B.175;

(2) because a polling place has become unavailable; or

(3) because a township designates one location for all state and federal elections and one location for all township only elections.

Polling places must be designated and ballots must be distributed so that no one is required to go to more than one polling place to vote in a school district and municipal election held on the same day. The polling place for a precinct in a city or in a school district located in whole or in part in the metropolitan area defined by section 200.02, subdivision 24, shall be located within the boundaries of the precinct or within one mile of one of those boundaries unless a single polling place is designated for a city pursuant to section 204B.14, subdivision 2, or a school district pursuant to section 205A.11. The polling place for a precinct in unorganized territory may be located outside the precinct at a place which is convenient to the voters of the precinct. If no suitable place is available within a town or within a school district located outside the metropolitan area defined by section 200.02, subdivision 24, then the polling place for a town or school district may be located outside the town or school district within five miles of one of the boundaries of the town or school district.

205A.11 PRECINCTS; POLLING PLACES.

Changes effective January 1, 2018, and applies to any special election held on or after that date.

Subd. 2. **Combined polling place.** ~~(a) When no other election is being held in two or more precincts on the day of a school district election, the school board may designate one or more combined polling places at which the voters in those precincts may vote in the school district election.~~

(b) By December 31 of each year, the school board must designate, by resolution, combined polling places. The combined polling places designated in the resolution are the polling places for the following calendar year, unless a change is made:

(1) pursuant to section 204B.175; or

(2) because a polling place has become unavailable.

(c) If the school board designates combined polling places pursuant to this subdivision, polling places must be designated throughout the district, taking into account both geographical distribution and population distribution. A combined polling place must be at a location designated for use as a polling place by a county or municipality.

(d) In school districts that have organized into separate board member election districts under section 205A.12, a combined polling place for a school general election must be arranged so that it does not include more than one board member election district.

***Check Summary Register©**

November 2018 to December 2018

Name	Check Date	Check Amt	
10100 First National Gen			
Paid Chk# 037727 AMERITAS	12/5/2018	\$152.89	VISION INSURANCE
Paid Chk# 037728 EMC NATIONAL LIFE COMPANY	12/5/2018	\$544.29	LIFE INSURANCE
Paid Chk# 037729 NORTHERN MN DENTAL	12/5/2018	\$1,187.15	DENTAL INSURANCE
Paid Chk# 037730 HARTEL'S/DBJ DISPOSAL COMP	12/5/2018	\$380.18	GARBAGE PAYOFF FOR 726 2ND ST
Paid Chk# 037731 ST LOUIS COUNTY AUDITOR	12/5/2018	\$219.00	ASSESSMENT CERTIFICATION
Paid Chk# 037732 ST LOUIS COUNTY RECORDER	12/5/2018	\$46.00	J TRADER MORTGAGE SATISFACTION
Paid Chk# 037733 1ST AYD CORPORATION	12/17/2018	\$145.03	MISC OPERATING SUPPLIES - STRE
Paid Chk# 037734 ACME ELECTRIC COMPANIES	12/17/2018	\$428.00	SAW TO CUT PIPE & MULTI-USE BA
Paid Chk# 037735 AIRFIBER	12/17/2018	\$121.35	5 IP ADDRESSES - 12/1/18-1/1/1
Paid Chk# 037736 ALPHA VIDEO AND AUDIO INC	12/17/2018	\$284.00	AJA HDMI TO HD SD SDI & 1 METE
Paid Chk# 037737 AMERICINN	12/17/2018	\$3,666.60	TOURISM SNOCROSS SPONSORSHIP
Paid Chk# 037738 AMERICAS BEST VALUE	12/17/2018	\$3,788.82	TOURISM SNOCROSS SPONSORSHIP
Paid Chk# 037739 AMERIPRIDE SERVICES	12/17/2018	\$114.32	TOWELS & MATS - CITY HALL
Paid Chk# 037740 JAKE P BENSON	12/17/2018	\$1,388.36	JAN 2012-MAY 2017 MILEAGE REIM
Paid Chk# 037741 ISLAND INVESTMENTS, INC	12/17/2018	\$3,665.65	2018 SNOCROSS SPONSORSHIP
Paid Chk# 037742 CASEY, MARK	12/17/2018	\$6.70	REIMBURSEMENT FOR CERTIFIED MA
Paid Chk# 037743 COMPU DYNE, INC	12/17/2018	\$4,450.20	AGREEMENT MANAGED DATA NETWORK
Paid Chk# 037744 C W TECHNOLOGY GROUP	12/17/2018	\$1,045.00	AGREEMENT SHORETEL IP CARE - D
Paid Chk# 037745 DRYER & OVEROM, LTD	12/17/2018	\$460.00	SALE OF ARENA TO SCHOOL DISTRI
Paid Chk# 037746 EAGLE ENGRAVING	12/17/2018	\$101.95	BADGES
Paid Chk# 037747 CORPORATE PAYMENT SYSTE	12/17/2018	\$1,005.38	BCA TRAINING - STACY LIBBY - P
Paid Chk# 037748 ESSENTIA HEALTH	12/17/2018	\$258.00	STEVE GRABKO - FIRE DEPT
Paid Chk# 037749 FISHING WEBMASTER, LLC	12/17/2018	\$2,140.00	HOSTING DOMAIN & CONSULTING
Paid Chk# 037750 GOPHER STATE ONE CALL	12/17/2018	\$37.80	NOVEMBER BILLING - FTP TICKETS
Paid Chk# 037751 GREAT AMERICA FINANCIAL SV	12/17/2018	\$199.12	AGREEMENT - BIZHUB C368 COPIER
Paid Chk# 037752 HARTEL'S/DBJ DISPOSAL COMP	12/17/2018	\$585.78	TRASH REMOVAL SERVICES - CITY
Paid Chk# 037753 INTEGRATED OFFICE Solutio	12/17/2018	\$271.16	KONICA C368 EQUIPMENT AGREEMEN
Paid Chk# 037754 KTM COMPANIES	12/17/2018	\$5,866.21	STREET REPAIRS MOBILIZATION
Paid Chk# 037755 LAWSON PRODUCTS	12/17/2018	\$159.16	MOLY LUBRICANT FOR GRADER & PL
Paid Chk# 037756 MENARD'S	12/17/2018	\$3.79	PART FOR WATER FOUNTAIN
Paid Chk# 037757 MN.IT SERVICES	12/17/2018	\$102.60	BANDWIDTH CHARGES - NOVEMBER 2
Paid Chk# 037758 NAPA AUTO PARTS OF W. DULU	12/17/2018	\$12.88	FUEL FILTER - FORD DUMP TRUCK
Paid Chk# 037759 NORTHERN BUSINESS PRODUC	12/17/2018	\$375.79	JUMBO CLIPS & DESK CALENDARS
Paid Chk# 037760 PHS PRINT SHOP INC	12/17/2018	\$30.00	TOURISM BANNERS & SIGNS
Paid Chk# 037761 PROCTOR BUILDERS	12/17/2018	\$3,178.98	PARK BLDG SUPPLY
Paid Chk# 037762 PROCTOR JOURNAL	12/17/2018	\$895.22	NOTICE PROPOSED TOTAL BUDGET &
Paid Chk# 037763 PROCTOR MILK HOUSE	12/17/2018	\$39.00	UNLEADED FUEL - STREET DEPT
Paid Chk# 037764 PROCTOR VIDEO/DBA FIELD ST	12/17/2018	\$150.00	TURNOUT GEAR CLEANING - FIRE D
Paid Chk# 037765 PROCTOR PUBLIC UTILITIES	12/17/2018	\$2,625.29	UTILITIES - 225 FIFTH AVE - FI
Paid Chk# 037766 RANGE PAPER	12/17/2018	\$112.96	TRASH CAN LINERS & TOWEL
Paid Chk# 037767 RICK'S TREE & STUMP REMOVA	12/17/2018	\$3,000.00	REMOVE 5 WILLOW BEHIND CITY HA
Paid Chk# 037768 ROADTRIP LIMO	12/17/2018	\$400.00	ADD'L BENTLEYVILLE SHUTTLE SER
Paid Chk# 037769 ST LUKES CLINICS	12/17/2018	\$462.00	FIRE DEPT - BRIAN WILLMS
Paid Chk# 037770 STACK BROS MECHANICAL	12/17/2018	\$3,900.00	SERVICE AGRMNT WORK PER QUOTE
Paid Chk# 037771 SUPERIOR CHRYSLER CENTER	12/17/2018	\$219.95	SERVICE ON 2018 DODGE CHARGER
Paid Chk# 037772 THOMSON REUTERS-WEST	12/17/2018	\$105.18	INVESTIGATIVE SUITE DETAIL OF
Paid Chk# 037773 TROY'S SERVICE	12/17/2018	\$2,196.72	TUBES - JOHN DEERE SNOWBLOWER
Paid Chk# 037774 US BANK VOYAGER FLEET SYS	12/17/2018	\$1,672.46	FUELS - POLICE DEPT
Paid Chk# 037775 VERIZON WIRELESS	12/17/2018	\$278.42	POLICE DEPT AIRCARDS
Total Checks		\$52,479.34	
Paid Chk# 2018157 BLUE CROSS BLUE SHIELD OF	11/27/2018	\$31,448.50	HEALTH INSURANCE

TOTAL CHECKS \$83,927.84

Pd Chk# 3103462 City of Proctor 12/5/2018
 TOTAL CHECKS: 24199.05 PR18-24 wh
 TOTAL CHECKS: \$108126.89

CITY OF PROCTOR

12/13/18 2:36 PM

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***Check Summary Register©**

November 2018 to December 2018

Name		Check Date	Check Amt	
10110 First National Liq				
Paid Chk#	028538	AMERITAS	12/5/2018	\$4.90 VISION INSURANCE
Paid Chk#	028539	CITY OF PROCTOR	12/5/2018	\$740.50 HEALTH INSURANCE
Paid Chk#	028540	EMC NATIONAL LIFE COMPANY	12/5/2018	\$41.13 LIFE INSURANCE
Paid Chk#	028541	NORTHERN MN DENTAL	12/5/2018	\$26.95 DENTAL INSURANCE
Paid Chk#	028542	AMERICAN BOTTLING COMPAN	12/17/2018	\$209.09 2500
Paid Chk#	028543	ARTISAN BEER COMPANY	12/17/2018	\$45.90 2509
Paid Chk#	028544	BELLBOY CORPORATION	12/17/2018	\$188.40 2524
Paid Chk#	028545	BERNICK'S PEPSI	12/17/2018	\$6,014.10 2487
Paid Chk#	028546	BLACKWOOD, BILL	12/17/2018	\$40.00 November Cell Phone Reimburse
Paid Chk#	028547	BREAKTHRU BEVERAGE	12/17/2018	\$2,773.59 2488
Paid Chk#	028548	COCA COLA BEVERAGES OF DU	12/17/2018	\$129.97 2499
Paid Chk#	028549	GARTNER REFRIGERATION CO	12/17/2018	\$1,547.62 Replace Control for Walk-In Co
Paid Chk#	028550	GUARDIAN PEST SOLUTIONS, IN	12/17/2018	\$40.69 Pest Control
Paid Chk#	028551	JOHNSON BROTHERS INC	12/17/2018	\$4,135.56 2492
Paid Chk#	028552	MEDIACOM	12/17/2018	\$124.19 Media Services
Paid Chk#	028553	MICHAUD DISTRIBUTING COMP	12/17/2018	\$676.40 2486
Paid Chk#	028554	MINNESTALGIA WINERY	12/17/2018	\$90.00 2480
Paid Chk#	028555	PHILLIPS WINE & SPIRITS CO	12/17/2018	\$4,346.44 2483
Paid Chk#	028556	PROCTOR BUILDERS	12/17/2018	\$35.93 Battery
Paid Chk#	028557	PROCTOR JOURNAL	12/17/2018	\$56.90 News Stand Sales
Paid Chk#	028558	PROCTOR PUBLIC UTILITIES	12/17/2018	\$600.61 Utility Bill
Paid Chk#	028559	SOUTHERN GLAZER'S OF MN	12/17/2018	\$1,700.51 2490
Paid Chk#	028560	SUPERIOR BEVERAGE	12/17/2018	\$5,578.03 2495
Paid Chk#	028561	WINE MERCHANTS	12/17/2018	\$166.66 2494
Paid Chk#	028562	CITY OF PROCTOR	12/13/2018	\$1,883.24 PR18-24L wh PERA
			Total Checks	\$31,197.31