

*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, March 18<sup>th</sup>, 2024**  
**Council Chambers - Community Activity Center - 100 Pionk Drive**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**OTHERS PRESENT**

**APPROVAL OF MINUTES** City Council Meeting minutes from Monday, March 4<sup>th</sup>, 2024

Special City Council Meeting minutes – March 4<sup>th</sup>, 2024

Special City Council Meeting minutes – March 6<sup>th</sup>, 2024

**APPROVAL OF AGENDA**

**COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:**

**\*APPROVAL OF CONSENT AGENDA** One motion accepts all items listed under this agenda, plus Council can pull any individual items out of this consent agenda and discuss/act on items separately leaving others to be approved via consent agenda action.

**\*1. COMMUNICATIONS**

A. PUC Minutes – December 11<sup>th</sup>, 2023

B. PUC Minutes – January 8<sup>th</sup>, 2024

C. PUC Minutes – February 12<sup>th</sup>, 2024

D. Planning & Zoning Minutes – *Draft* – February 26, 2024

**\*2. PLANNING & ZONING DEPARTMENT MATTER**

**\*3. COMMITTEE REPORTS**

**4. CLERK ADVISES COUNCIL**

A Pickleball Courts – Proposals for Professional Services

B. City Attorney RFP Update

C. Playground for EveryBody Final Phase

**5. UNFINISHED BUSINESS**

A. City of Proctor Blight Policy

B. Legislative Agenda – Officer Recruitment and Training Reimbursement

C. St. Lukes Arena – Parking Improvements/Accommodations

## **6. NEW BUSINESS**

### **A. 185-0160-00110**

Re-Zoning Property Agreement Amendment

### **B. Resolution 14-24: Prosecution Services Agreement**

### **C. Resolution 15-24: Jet Loan Agreement Renewal**

### **D. SRO Resolution – St. Louis County Board**

### **E. Proposed Language to Amend §71.08 Winter Parking Ordinance**

### **F. November Sales Tax Campaign**

## **MEMBER CONCERNS**

Rohweder:

DeWall:

Johnson:

Benson:

Ward:

Attorney Bray:

Chief Gaidis:

## **BILLS FOR APPROVAL**

General: \$64,017.03

Liquor: \$32,198.40

**TOTAL BILLS FOR APPROVAL: \$96,215.43**

## **ADJOURNMENT**

MINUTES OF THE PROCTOR CITY COUNCIL MEETING MARCH 4<sup>th</sup>, 2024

Meeting was streamed live on the Trac 7 YouTube channel.

Mayor Ward called the meeting to order at 6:15 pm.

Pledge of Allegiance

PRESENT: Mayor Chad Ward, Councilor Troy DeWall, Councilor Jake Benson, Councilor Jim Rohweder, Councilor Rory Johnson

OTHERS PRESENT: Administrator Rich, Attorney John Bray, Administrative Assistant Megan Jordan, Derek Pederson, Kent Gaidis

M/S/P: Rohweder/Johnson to approve the City Council minutes from Tuesday, February 20<sup>th</sup>, 2024.

M/S/P: Ward/Benson to approve the agenda for Monday, March 4<sup>th</sup>, 2024.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT: NONE

M/S/P: Rohweder/Benson to approve the consent agenda for Monday, March 4<sup>th</sup>, 2024.

**4. Clerk Advises Council**

**5. UNFINISHED BUSINESS**

A. City of Proctor Blight Policy

B. Legislative Agenda – Officer Recruitment and Training Reimbursement

**6. NEW BUSINESS**

A. M/S/P: Johnson/Ward to approve the 2024 liquor license renewals as recommended by the Liquor Control Committee for the Proctor Golf Course and Lakehead Racing DBA: Proctor Speedway as submitted.

B. M/S/P: Benson/Rohweder to approve Resolution 12-24: Designating Committees and Commissions as submitted.

C. M/S/P: Johnson/DeWall to approve Resolution 13-24: Resolution Supporting Legislative Commission on Minnesota Resources (LCCMR) Environment and Natural Resource and Trust Fund Grant Application as submitted.

D. Fair Agreements

M/S/P: Benson/Johnson to approve the management agreement between the South St. Louis County Fair Board Association and the Dirt Floor Arena of Directors as submitted along with the management agreement between the St. Louis County Fair Board Association and Lakehead Racing DBA: Proctor Speedway as submitted. It is noted council approval is required for management agreements between these entities as designated in the agreement with the St. Louis County Fair Board and the City of Proctor.

**MEMBER CONCERNS**

Rohweder: None

Johnson: Would like to acknowledge the street department for their work on the North 40 trail. The trail has been getting a lot of use and the community is very happy with the parking

accommodations, picnic table, and pet friendly usage. Attended Drums & Thistle event at the High School, with great participation and community involvement.

Benson: Acknowledges Proctor state participant teams and sends congratulations.

DeWall: Request to add parking improvements at St. Lukes Arena to unfinished business – notes the Public Safety Committee meeting has been scheduled for March 13<sup>th</sup> or March 15<sup>th</sup>.

Ward: St. Louis County Capital Days Wednesday March 6<sup>th</sup> – LMC 2024 City Day on the Hill Thursday March 7<sup>th</sup> in St. Paul.

Attorney Bray: None

Administrator Rich: None

Chief Gaidis: New squad will be built in June with a possible July delivery date. Blight on 4<sup>th</sup> St citation issued, Police Civil Commission conducting interviews with three applicants for two openenings..

Administrator Rich: Primary election March 5<sup>th</sup> 7:00 am-8:00 pm

M/S/P: Rohweder/Ward to approve the bills as submitted.

General: \$38,519.97

Liquor: \$28,382.59

**TOTAL BILLS FOR APPROVAL: \$66,902.56**

M/S/P: DeWall/Ward to adjourn the meeting at 6:28 pm.



MINUTES OF THE PROCTOR CITY COUNCIL SPECIAL MEETING MARCH 4, 2024

Mayor Ward called the meeting to order at 5:15 pm

PRESENT: Mayor Chad Ward, Councilor Troy DeWall, Councilor Rory Johnson, Councilor Jake Benson, Councilor Jim Rohweder

OTHERS PRESENT: Administrator Jess Rich, Attorney Peter Mikhail

M/S/P: Rohweder/DeWall to approve the agenda for the Monday March 4, 2024 special meeting.

M/S/P: Ward/Johnson to suspend the scheduled special meeting and open a closed session pursuant to §13D.05, Subd. 3(b) for an attorney-client discussion that requires absolute confidentiality concerning pending litigation in *Nordic Underwater Services, Inc. v. City of Proctor*, Saint Louis County Court File No. 69-DU-CV-23-990.

M/S/P: Rohweder/Johnson to reconvene the scheduled special meeting at 6:02 pm.

M/S/P: DeWall/Rohweder to adjourn the scheduled special meeting at 6:02 pm.

MINUTES OF THE PROCTOR CITY COUNCIL SPECIAL MEETING MARCH 6, 2024

Mayor Ward called the meeting to order at 3:15 pm

PRESENT: Mayor Chad Ward, Councilor Troy DeWall, Councilor Rory Johnson, Councilor Jake Benson, Councilor Jim Rohweder

OTHERS PRESENT: Administrator Jess Rich, Administrative Assistant Megan Jordan

M/S/P: Rohweder/Johnson to approve the agenda for the Wednesday, March 6<sup>th</sup>, 2024, special meeting.

M/S/P: Rohweder/Ward to accept the letter of resignation as submitted by City Attorney John Bray.

Administrator Rich states the legal services agreement with Bray and Reed, LTD includes city attorney services with John Bray and prosecuting legal services with Shawn Reed. Chief Gaidis would like Shawn Reed to continue providing prosecuting legal services for the City of Proctor.

Administrator Rich requests review of the legal services agreement with Bray and Reed, LTD.

M/S/P: Rohweder/Ward to terminate the legal services agreement with Bray and Reed, LTD March 29<sup>th</sup>, 2024, and to amend Section 2. B “Scope of Services” of the contract to immediately exclude John Bray from any public bidding processes and any sand/salt public works garage project consulting.

M/S/P: DeWall/Johnson to direct City Administrator Rich to work on arranging the transfer of city attorney records from John Bray to the City of Proctor and to begin the RFP process for acquiring city attorney legal services.

M/S/P: DeWall/Rohweder to adjourn the special meeting at 3:54 pm.

Minutes of the Proctor Public Utilities Commission meeting held on Monday, December 11, 2023 at 6:00 p.m. in the Council Chambers at Proctor City Hall.

The following members were present:

Eric Bingaman  
Troy DeWall

**\*1A**

Others who were present:

Charlene Jones, Commission Secretary  
Derek Pederson, PUC Commissioner applicant  
John Bray, PUC Attorney (attended by phone)

### **APPROVAL OF AGENDA**

Motion by Bingaman, seconded by DeWall and carried: To approve the agenda, as presented.

### **APPROVAL OF THE MINUTES OF:**

Motion by DeWall, seconded by Bingaman and carried: To approve the PUC Regular Meeting minutes of November 22, 2023.

### **APPROVAL OF PAYROLLS OF:**

Motion by Bingaman, seconded by DeWall and carried: To approve the payroll pay dates of 11/24/23 & 12/08/23.

### **DELINQUENT ACCOUNTS**

### **CALL FOR COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

#### **1. OLD BUSINESS**

A. Water Maintenance Contractor update. Nothing new to report.

#### **2. NEW BUSINESS**

A. 2<sup>nd</sup> Street Project from 5<sup>th</sup> Ave to 9<sup>th</sup> Ave was discussed. The contractor installed the underground wiring for the street lighting during the last week of November. The light poles have an estimated ship date of 3/09/24.

B. Water tower maintenance was discussed. SEH recommended that the water tower work be done as either the entire project in full or split between interior work (which is priority) one year and exterior work another year.

Motion by DeWall, seconded by Bingaman and carried: To approve having SEH draw up the bid documents and go out for bid on the interior work that they recommended to be done at the water tower this year.

C. Lead service line inventory update – nothing new to report. We will be starting the inventory with the 2<sup>nd</sup> Street Project. Secretary applied for a Technical Assistance Grant through the MN Dept of Health, but has not had any updates from them yet.

D. Service Territory Discussion. Nothing new to discuss.

E. Forward looking budget items  
•seasonal summer help

- rate structure and accessibility fee
- generator
- water tower maintenance
- water main to south Proctor

- F. Discussion of utility accounts in property owner's name was tabled as staff is gathering more information.
- G. Frontier Energy 2024 Retainer Proposal was reviewed.

Motion by DeWall, seconded by Bingaman and carried: To approve the Frontier Energy 2024 Retainer Proposal as presented, with the inclusion of the "Year End Program Reporting" as a retainer item and not as an additional hourly service.

### **3. REPORT OF OFFICE**

- A. PUC Meter Reader/Water Technician position update. Hydrant flags were delivered today. Pat will work on getting them installed in the designated county road areas.
- B. Booster (Pump) Station update was discussed. Updated punch list was reviewed. Secretary to check with SEH on item #8 regarding site erosion control and item # 29 regarding the concrete stoop surface cracks and to also find out what the remaining retainer is.
- C. Sand Salt Building & PUC/Public Works Garage update - nothing new to report.
- D. Tree trimming update. DeWall noted that the primary behind fire hall needs to be checked. He will send Secretary pictures to forward to our Vegetation Manager.
- E. Motion by Bingaman, seconded by DeWall and carried: To hereby ratify all actions taken at the November 22, 2024 Proctor Public Utilities meeting.

Commission Terms were discussed. PUC received one application, from Derek Pederson, for the open PUC Commission seat. He was invited to this PUC meeting for a short informal interview, with a recommendation to Council for appointment to follow. Questions were asked of him and by him in regards to the position. Derek feels he is a good fit for this position because he can provide a different angle with his background and knowledge. He has spent 17 years in the construction field and is currently a business agent with labor contract and negotiations experience. He is involved in the community and coaches youth sports. He believes that we should invest in our community and his goal is to keep things running efficiently, at the best possible price to the consumer.

Motion by DeWall, seconded by Bingaman and carried: To recommend to Council that they appoint Derek Pederson to the Proctor Public Utilities Commission, effective as of 1/01/2024.

### **4. FINANCIAL STATEMENTS**

- A. PUC October Income Statements were reviewed.
- B. 2024 Preliminary Budget was discussed. Budget will be approved at the next meeting, so PUC can have all three Commissioners approve it.

**5. APPROVAL OF BILLS**

- A. The MP November power bill was reviewed.
- B. The MP November and the SWL&P September thru November maintenance bills were all reviewed.
- C. The bills listings were reviewed.

Motion by DeWall, seconded by Bingaman and carried: To approve the bills presented and on file at the utility office, including the final 2022 Due To/Due From City and all electronic payments for sales tax & payroll payables. Payable checks #020085 thru #020099.

**6. COMMUNICATIONS**

- A. Billing insert on back side of utility bills – had nothing new to report.
- B. City Administrator did not have any additional correspondence.

**7. LABOR & NEGOTIATION ISSUES**

**8. MEMBERS CONCERNS**

- A. Discussion of Yellow Ribbon info on back of upcoming utility bills. Bingaman will e-mail Secretary the information.
- B. Office staff recently requested envelope bids. The Proctor Journal was a little higher than our current office supply company; however, it was close enough that we will order from the Journal next time to keep it local. Because we purchase our envelopes in quantity, we haven't needed to order any recently.
- C. Bingaman and DeWall reported that the VFW Ribbon Cutting was a nice event. DeWall was able to speak at it and there were a lot of people. It was nice for the community and nice to be a part of. The PUC Commission wishes them all the best in their future endeavors.

Motion by DeWall, seconded by Bingaman and carried: To adjourn the meeting at 7:50 p.m.

Minutes of the Proctor Public Utilities Commission meeting held on Monday, January 8, 2024 at 6:00 p.m. in the Council Chambers at Proctor City Hall.

The following members were present:

Eric Bingaman  
Troy DeWall  
Derek Pederson

**\*1B**

Others who were present:

Charlene Jones, Commission Secretary  
Jess Rich, City Administrator  
John Bray, PUC Attorney (attended by phone)

### **APPROVAL OF AGENDA**

Motion by Bingaman, seconded by DeWall and carried: To approve the agenda, as presented.

**APPROVAL OF THE MINUTES OF:** PUC Regular Meeting minutes of December 11, 2023 were not available yet.

### **APPROVAL OF PAYROLLS OF:**

Motion by DeWall, seconded by Bingaman and carried: To approve the payroll pay dates of 12/22/23 & 1/05/24.

### **DELINQUENT ACCOUNTS**

### **CALL FOR COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

**\*Commission moved to agenda item 3E as first order of business.**

Bingaman and DeWall both welcomed Pederson to the PUC Commission.  
Commission discussed the need to elect a Commission Chair.

Motion by DeWall, seconded by Pederson and carried: To elect Bingaman as Commission Chair.

Bingaman accepted the election and made a motion, seconded by Pederson, to elect DeWall as the Acting Commission Chair - as need be.

### **1. OLD BUSINESS**

- A. Water Maintenance Contractor update. Nothing new to report.
- B. Water tower maintenance update. Waiting for a proposal/bid documents from our Engineer.
- C. 2<sup>nd</sup> Street Project from 5<sup>th</sup> Ave to 9<sup>th</sup> Ave was discussed. The contractor installed the underground wiring for the street lighting during the last week of November. The light poles have an estimated ship date of 3/09/24.

### **2. NEW BUSINESS**

- A. New Year designations
  - 1. Depository of PUC funds:

- First National Bank of Proctor, Proctor Federal Credit Union, MN 4M Fund, RBC Dain Rauscher, RBC Capital Markets
2. Broker certifications – RBC Capital Markets (City & PUC CDs); Northland Securities; Institutional CDs Inc/ICD; PMA Network (4M Fund)
  3. Official newspaper – Proctor Journal

Motion by DeWall, seconded by Bingaman and carried: To approve the 2024 New Year designations, as listed.

- B. Lead service line inventory update – nothing new to report. We will be starting the inventory with the 2<sup>nd</sup> Street Project. Secretary applied for a Technical Assistance Grant through the MN Dept of Health, but has not had any updates from them yet.
- C. Service Territory Discussion. Nothing new to discuss.
- D. Discussion of utility accounts in property owner's name was discussed. Staff is still gathering information. This process took two years to complete for another City, and it was only for water and sewer accounts.
- E. Forward looking budget items
  - seasonal summer help
  - rate structure and accessibility fee
  - generator
  - water main to south Proctor

### 3. REPORT OF OFFICE

- A. PUC Meter Reader/Water Technician position update. It was discussed that we should be turning any water break/damage claims into our insurance.
- B. Booster (Pump) Station update was discussed. Commission requested Secretary to look at the current retainer we have and get estimates from SEH to get the rest of the project done so we can complete it ourselves, since USA has been unable to finish it.

Motion by DeWall, seconded by Bingaman and carried: To give Utility Systems of America (USA) a hard two-week deadline of January 23, 2024 to finish the job by this date or we end our contract on January 23, 2024 and keep the retainage to finish the project ourselves.

- C. Sand Salt Building & PUC/Public Works Garage update - nothing new to report.
- D. Tree trimming update. Our Vegetation Manager is looking at the next areas for trimming.
- E. *\*see above, as first order of business*

- F. ISD 704 & CN Railroad CIP Rebate Requests were reviewed. These last two rebates of 2023 will fulfill our annual requirements for the program.

Motion by Bingaman, seconded by DeWall and carried: To approve both the CN Railroad CIP Rebate in the amount of \$5,849.31 and the ISD 704 CIP Rebate in the amount of \$7,213.37.

- G. SEH Monthly Meeting Minutes of 12-13-23 were reviewed.

#### **4. FINANCIAL STATEMENTS**

- A. PUC November Income Statements were reviewed.

- B. 2024 PUC Budget & PUC Capital Budget were discussed.

Due to the increasing costs of maintaining our water and electrical systems, we will have to raise rates again this coming year. There is talk of a large water rate increase coming from the City of Duluth and we will re-evaluate future water rate increases as we know more.

Motion by DeWall, seconded by Pederson and carried: To approve rate increases in the amount of 3% for water (3% of our 3.75% per our 2016 Rate Study recommendations) and 3% for electric (3% of our 5% per our 2016 Rate Study recommendations), beginning with the January 2024 billing which is payable in February 2024.

The 2024 PUC Budget was reviewed.

Motion by DeWall, seconded by Bingaman and carried: To approve the 2024 PUC Budget as presented.

#### **5. APPROVAL OF BILLS**

- A. The MP December power bill was reviewed.

- B. The MP and SWL&P December maintenance bills were not available by meeting time.

- C. The bills listings were reviewed.

Motion by Pederson, seconded by DeWall and carried: To approve the bills presented and on file at the utility office, including all electronic payments for sales tax & payroll payables. Payable checks #020100 thru #020110.

#### **6. COMMUNICATIONS**

- A. Billing insert on back side of utility bills was discussed. PUC will include a full-page informational sheet about our rate increases on the back of the bills this month.

- B. City Administrator did not have any additional correspondence.



**7. LABOR & NEGOTIATION ISSUES**

**8. MEMBERS CONCERNS**

- A. There was discussion of getting as much of a packet out on Fridays as possible, even if we have to bring attachments to the meeting on Mondays.

Motion by Pederson, seconded by DeWall and carried: To adjourn the meeting at 7:30 p.m.

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Charliene Jones, Commission Secretary

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Eric Bingaman, Commission Chair

Minutes of the Proctor Public Utilities Commission meeting held on Monday, February 12, 2024 at 6:00 p.m. in the Council Chambers at Proctor City Hall.

The following members were present:

Eric Bingaman  
Troy DeWall

\*1C

Others who were present:

Charlene Jones, Commission Secretary  
Jess Rich, City Administrator  
John Bray, PUC Attorney

### **APPROVAL OF AGENDA**

Motion by DeWall, seconded by Bingaman and carried: To approve the agenda, as presented.

**APPROVAL OF THE MINUTES OF:** PUC Regular Meeting minutes of December 11, 2023 and January 8, 2024 were not available yet.

### **APPROVAL OF PAYROLLS OF:**

Motion by DeWall, seconded by Bingaman and carried: To approve the payroll pay dates of 1/19/24 & 2/02/24.

**DELINQUENT ACCOUNTS** were discussed. There have been no disconnects this winter yet, as our Billing Clerk has been diligently working with customers and working hard on keeping payment plans current.

### **CALL FOR COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

#### **1. OLD BUSINESS**

- A. Water Maintenance Contractor update. Nothing new to report.
- B. Water tower maintenance update. The SEH Engineering Proposal for the exterior repairs and modifications, interior repairs and modifications and coating rehabilitation was reviewed. SWLP recommended a few items that should be added on to the scope of work.

Motion by DeWall, seconded by Bingaman and carried: To approve the SEH Engineering Proposal in the amount of \$57,910.00 for the water tank rehabilitation project and to include in the scope of work the SWLP recommendations of capping the sand in the bottom of the tower with concrete or the like and electrical modifications of moving the primary breaker and controls out of the vault.

- C. 2<sup>nd</sup> Street Project from 5<sup>th</sup> Ave to 9<sup>th</sup> Ave was discussed. The contractor installed the underground wiring for the street lighting during the last week of November. The light poles have an estimated ship date of 3/09/24.
- D. Service Territory Discussion. Nothing new to discuss.
- E. Forward looking budget items
  - seasonal summer help
  - rate structure and accessibility fee

- generator
- water main to south Proctor

Commission would like to add “new PUC truck” to this list

## 2. NEW BUSINESS

- A. Lead service line inventory update – nothing new to report. We will be starting the inventory with the 2<sup>nd</sup> Street Project. Secretary applied for a Technical Assistance Grant through the MN Dept of Health, but has not had any updates from them yet.
- B. Discussion of utility accounts in property owner’s name was discussed. Staff is still gathering information. This process took two years to complete for another City, and it was only for water and sewer accounts. Commission would like a timeline to complete.
- C. WIPFLI 2023 PUC Audit Proposal was reviewed.

Motion by DeWall, seconded by Bingaman and carried: To approve the WIPFLI 2023 PUC Audit Agreement, as presented.

- D. Corporate Authorization Resolution for First National Bank of Proctor was reviewed.

Motion by Bingaman, seconded by DeWall and carried: To approve the Corporate Authorization Resolution for First National Bank of Proctor as presented, removing Jennifer Cady and adding Derek Pederson.

## 3. REPORT OF OFFICE

- A. PUC Meter Reader/Water Technician position update. Water Tech has been working on valve locates.
- B. Booster (Pump) Station update was discussed. Project is complete, per our Engineer. Engineer is working on hashing out the responsibility of the transformer relocation bills with SEH, Holden and USA.
- C. Sand Salt Building & PUC/Public Works Garage update - nothing new to report.
- D. Tree trimming update. Our Vegetation Manager is looking at the next areas for tree trimming and working on getting bids.
- E. SEH Monthly Meeting Minutes of 1-10-24 were reviewed.
- F. NEMMPA Quarterly Update was reviewed. Next meeting is in April.

## 4. FINANCIAL STATEMENTS

- A. PUC December Income Statements were reviewed.

**5. APPROVAL OF BILLS**

- A. The MP January power bill was reviewed.
- B. The MP and SWL&P December maintenance bills were all reviewed.
- C. The bills listings were reviewed.

Motion by DeWall, seconded by Bingaman and carried: To approve the bills presented and on file at the utility office, including all electronic payments for sales tax & payroll payables. Payable checks #020112 thru #020133.

**6. COMMUNICATIONS**

- A. Billing insert on back side of utility bills was discussed. Bingaman will e-mail Secretary the “Beyond the Yellow Ribbon” information for the back of our next billing.
- B. City Administrator did not have any additional correspondence.

**7. LABOR & NEGOTIATION ISSUES**

- A. Renegotiated PUC Accountant contract was reviewed.

Motion by DeWall, seconded by Bingaman and carried: To approve the renegotiated PUC Accountant Employment Contract of Leslie Brunfelt, as presented.

**8. MEMBERS CONCERNS**

Motion by DeWall, seconded by Bingaman and carried: To adjourn the meeting at 6:48 p.m.

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Charliene Jones, Commission Secretary

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Eric Bingaman, Commission Chair

*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"*

## **MINUTES**

### **PLANNING & ZONING COMMISSION**

Monday, February 26, 2024, 5:00 P.M.

Council Chambers Proctor Community Center - 100 Pionk Drive

**\*1D**

Chair Aldridge calls the meeting to order at 5:00 pm

#### **MEMBERS PRESENT:**

Commissioner Tuomi, Chair Aldridge, Commissioner Harnell, Commissioner Boysen, Commissioner Inman.

**OTHERS PRESENT:** City Administrator Jess Rich, Attorney Bray, Mr. Brett Mensing

#### **APPROVAL OF AGENDA**

Motion by Boysen, seconded by Inman and carried 5-0 to approve the agenda for Monday, February 26, 2024.

#### **APPROVAL OF MINUTES**

Motion by Boysen, seconded by Inman and carried 5-0 to approve the minutes for December 12, 2023.

Motion by Harnell, seconded by Inman and carried 5-0 to approve the minutes for December 18, 2023

Motion by Boysen, seconded by Harnell and carried 5-0 to approve the minutes for January 22, 2024.

#### **COMMISSIONER APPLICATIONS:**

Commission conducts an interview with Mr. Terry Inman.

Commission conducts an interview with Mr. Brett Mensing.

Commissioners discuss and share the applicants scores and it was agreed Mr. Inman was highest scoring applicant and a recommendation will be given to the Proctor City Council to appoint Mr. Inman for another term.

#### **1. COMMUNICATIONS**

#### **2. BUILDING PERMITS (C-1 AND ABOVE)**

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

#### **4. UNFINISHED BUSINESS**

#### **5. NEW BUSINESS**

Commissioner Boysen gives background and technical information on a recorded re-zoning agreement made between Ms. Roberta Lippert and the City of Proctor dated January 14, 2000. Ms. Lippert was called at approximately 5:40 PM to add details to her request.

Motion by Boysen, seconded by Harnell and carried 5-0 to recommend City Attorney draft an amended agreement allowing the installation of a private well in lieu of connection to city water on parcel 185-0160-0110, the agreement is to be approved by the city council, signed by Ms. Lippert, recorded with the recorder's

office, and the city council can choose to charge to Ms. Lippert for the attorney and recording fees.

The owner of 2003 Birch Avenue Parcel 185-0160-00230 has requested if it would be possible to make a 12'x24' addition to his garage. Commissioner Boysen reports the current structure is non-conforming. City Attorney Bray confirms the Commission cannot approve a permit that increases the non-conformity.

Motion by Boysen, seconded by Tuomi carried 5-0 to approve the 2024 Home Occupation Permits as submitted.

#### **MEMBER CONCERNS**

Tuomi: 840 2<sup>nd</sup> Street has constructed a shed in the front yard. 2108 Birch Avenue has a shipping container in front of the garage. Commissioner Boysen reports it was there before the shipping container ordinance was approved.

Harnell: None

Aldridge: None

Boysen: None

Inman: None

Motion by Boysen, seconded by Harnell and carried 5-0 to adjourn the Planning and Zoning Commission meeting at 6:10 pm.



**CITY COUNCIL AGENDA DATE:**

**TO: Proctor City Council**

**FROM: City Administrator, Jess Rich**

**6A**

**SUBJECT: 185-0160-00110**

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☒ **OTHER:**

☐ **RESOLUTION:**

☐ **ORDINANCE:**

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**REQUESTED ACTION:**

At the last regular Planning & Zoning meeting on February 26<sup>th</sup>, the commission received a written request to amend the previously recorded agreement for the above-mentioned parcel. The original agreement recorded in January of 2000 is attached. The commission recommends an amendment to the original agreement and allow for a well to be drilled on the property and forgo the initial requirement to connect to city water.

The Commission also requests the Council discuss and determine if the homeowner is responsible for attorney and recording fees.

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**BACKGROUND**

Amendment to the previously recorded agreement on the above referenced property.

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**SOURCE OF FUNDS (if applicable) None**

**ATTACHMENT(S)**

Re-Zoning Agreement: January 7<sup>th</sup>, 2000

Re-Zoning Agreement Amendment: March 18<sup>th</sup>, 2024

2A

### RE-ZONING AGREEMENT

The City of Proctor ("City") and Roberta M. Lippert("Owner") do make the following Re-Zoning Agreement with respect to the following described real property located within the City of Proctor:

Lots 11,12 and 13, Block 1, MAPLEGROVE PARK ADDITION.

### RECITALS

1. The City will allow and Owner will accept, the re-zoning of the above-referenced property from Suburban to R-1-C, subject to the conditions and time frames as provided herein.
2. The Owner stipulates and agrees that the above-referenced property shall be re-zoned to R-1-C for the purpose of permitting the Owner to construct a single-family dwelling unit upon Lot 11, subject to the following conditions:
  - a. The Owner executing the instant agreement, thereby agreeing to the conditions herein; and
  - b. The Owner shall hook-up to City water on or before the completion of said single-family dwelling unit.
3. The Owner's heirs, assigns, and subsequent holders of title agree that in the event that any of the above-referenced conditions are not met and complied with, the City will not issue a building permit or a certificate of occupancy, as applicable, with regard to said single-family dwelling unit.
4. The Owner, the Owner's heirs, assigns, and subsequent holders of title shall



indemnify and hold City harmless from any and all claims, actions, lawsuits, and the like, arising out of this Agreement or the performance thereof.

5. The instant agreement may be recorded with the County Recorder's Office, or the County Registrar of Titles, as applicable, at the City's option,

SO AGREED, this 1 day of Jan, <sup>2000<sup>RL</sup></sup>~~1999~~.

CITY OF PROCTOR

BY: James A. Rohweder

ITS: MAYOR

ATTEST:

J. M. Dorsch  
City Administrator

OWNER

Roberta M. Lippert  
Roberta M. Lippert

Subscribed and sworn to me before  
this 1 day Jan, ~~1999~~. <sup>2000<sup>RL</sup></sup>

Kathleen Bergethold  
Notary Public



Re-zoning to R-1-C pursuant to this Agreement approved by the City Council by XX <sup>unanimous</sup>

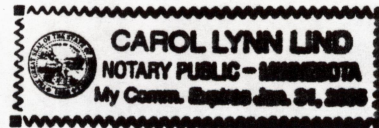
vote of the City Council on Dec. 6, 1999. (as recommended by Planning & Zoning  
Commission contingent upon signing of  
rezoning agreement)

By: James A. Rohwedder  
Mayor

Attest: J. M. Doshi  
City Clerk

Subscribed and sworn to me before  
this 14th day of January, 2000.

Carol Lynn Lind  
Notary Public



## **RESTATED AND AMENDED RE-ZONING AGREEMENT**

The City of Proctor (“City” and Roberta M. Lippert (“Owner”) do make the following Restated and Amended Re-Zoning Agreement with respect to the following described real property located within the City of Proctor:

Lots 11, 12 and 13, Block 1, MAPLEGROVE PARK ADDITION.

### **RECITALS**

1. The City had previously allowed, and Owner accepted, the re-zoning of the above-referenced property from Suburban to R-1-C, subject to the conditions and time frames as provided in a previous agreement between the parties.
2. The City and Owner stipulated and agreed that the above-referenced property had been re-zoned to R-1-C for the purpose of permitting the Owner to construct a single-family dwelling unit upon Lot 11, subject to the following conditions:
  - a. The Owner executing the previous agreement; and
  - b. The Owner was required to connect to City water on or before the completion of a single-family dwelling unit.
3. The Owner’s heirs, assigns, and subsequent holders of title agreed that in the event that any of the above-referenced conditions were not met and complied with, the City would not issue a building permit or a certificate of occupancy, as applicable, with regard to said single-family dwelling unit.
4. The Owner, the Owner’s heirs, assigns, and subsequent holders of title were to indemnify and hold City harmless from any and all claims, actions, lawsuits, and the like, arising out of this Agreement or the performance thereof.

5. Owner has now explored the requirement that Owner connect to City water and discovered that it is not feasible to do so due to the prohibitive costs associated therewith and the likelihood that properties beyond Owner's property would ever need City water.
6. City agrees to permit Owner to construct a well meeting all municipal, County, State and Federal laws and regulations.
7. The instant agreement may be recorded with the County Recorder's Office, or the County Registrar of Titles, as applicable, at the City's option.

SO AGREED, this \_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF PROCTOR

BY: \_\_\_\_\_  
ITS: MAYOR

ATTEST: \_\_\_\_\_  
CITY ADMINISTRATOR

OWNER: \_\_\_\_\_  
ROBERTA M. LIPPERT

Subscribed and sworn to me before  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public



**CITY COUNCIL AGENDA DATE:** March 18, 2024

**TO:** Proctor City Council

**FROM:** City Administrator, Jess Rich

**6B**

**SUBJECT:** Prosecution Services

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     **OTHER:**

  X   **RESOLUTION:**

     **ORDINANCE:**

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**REQUESTED ACTION:**

Approve resolution authorizing the Mayor and Clerk to sign an agreement for prosecution services with Shawn Reed of Bray and Reed, LTD effective April 1, 2024

**BACKGROUND**

The City of Proctor is in an agreement with Bray and Reed, LTD for the combined services of city attorney (John Bray) and prosecution services (Shawn Reed) until March 31, 2024. The city council accepted the resignation from Mr. John Bray on March 6, 2024. The City of Proctor wishes to continue services with Shawn Reed. It is recommended the city entered into a restated agreement with Bray and Reed LTD for prosecutions services from Shawn Reed effective April 1, 2024 and until December 31, 2025.

**SOURCE OF FUNDS (if applicable)**

General Fund – 2024 Budget

**ATTACHMENTS**

Resolution 14-24

Agreement for Legal Services

Chad Ward  
Mayor

# City of Proctor

COUNCILORS  
Jake P. Benson  
Troy R. DeWall  
Rory Johnson  
James Rohweder

Jess Rich  
City Administrator

---

*You Have A Place in Proctor*

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100 Pionk Drive · Proctor, Minnesota 55810-1700 · 218-324-3641 · Fax 218-624-9459 · email: cityhall@proctormn.gov

## RESOLUTION 14-24

### **A RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AGREEMENT FOR LEGAL SERVICES WITH BRAY AND REED, LTD (CRIMINAL PROSECUTION SERVICES)**

WHEREAS the City of Proctor “City” has a continuing need for the services of attorneys who are licensed to practice law in the State of Minnesota who are experienced and knowledgeable in matters involving criminal prosecutions to advise and represent the City; and

WHEREAS Shawn B. Reed of Bray and Reed, LTD (“Firm”) is licensed to practice law in Minnesota and has significant experience in and is knowledgeable in criminal prosecution work; and

WHEREAS the City and the Firm previously entered into an agreement for the provision of both municipal law and criminal prosecution services with the Firm dated January 1, 2022; and

WHEREAS The City accepted Attorney John H. Bray’s resignation as City Attorney providing municipal law services on March 6, 2024; and

WHEREAS the parties hereto desire to enter into a written agreement to restate and set forth the terms, conditions, compensation, duties, responsibilities, and other matters relating to the Firm’s continuing services to the City as Prosecuting Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PROCTOR, MINNESOTA, the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Proctor the Agreement for Legal Services attached hereto between the City of Proctor and Bray and Reed, LTD.

Adopted by the City Council of the City of Proctor on the 18<sup>th</sup> day of March 2024.

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Chad Ward, Mayor

Attested:

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Jess Rich, Administrator

**AGREEMENT FOR LEGAL SERVICES  
BETWEEN THE CITY OF PROCTOR, MINNESOTA  
AND  
BRAY & REED, LTD.**

THIS AGREEMENT, effective April 1, 2024, is by and between the CITY OF PROCTOR (“City”) and BRAY & REED, LTD (“Firm”) and arises from the following circumstances.

**WHEREAS:**

1. The City has a continuing need for the services of attorneys who are licensed to practice law in the State of Minnesota who are experienced and knowledgeable in matters involving criminal prosecutions to advise and represent the City;
2. Shawn B. Reed is licensed to practice law in Minnesota and has significant experience in and is knowledgeable in criminal prosecution work;
3. The City and the Firm previously entered into an agreement for the provision of both municipal law and criminal prosecution services with the Firm dated January 1, 2022.
4. The City accepted Attorney John H. Bray’s resignation as City Attorney providing municipal law services on March 6, 2024.
5. The parties hereto desire to enter into a written agreement to restate and set forth the terms, conditions, compensation, duties, responsibilities, and other matters relating to the Firm’s continuing services to the City as Prosecuting Attorney.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

**1. ACCEPTANCE OF PROPOSAL**

- A. The City continues to hereby retain, and designates Shawn B. Reed (“Reed”) as

the Prosecuting Attorney;

- B. Reed accepted the position of Prosecuting Attorney, and he continues to agree to perform the requirements of those positions, all on the terms and conditions hereinafter set forth;
- C. The Firm shall be engaged as independent contractors and not as a City employee. The Firm is free to contract with other entities provided that such services for other entities do not constitute a conflict of interest, and do not conflict with the interests of the City.

## **2. DUTIES OF ATTORNEY**

### **A. Jurisdiction and Conflicts of Interest**

- 1) Should Reed be unable to handle the representation of City for a particular matter due to illness, conflict of interest, or other justifiable reason, another qualified attorney will be assigned by the Firm in consultation with the City Administrator. The City reserves the right to disapprove of such assignment.

### **B. Scope of Services**

The Firm shall perform and furnish the following legal services:

- 1) Reed shall perform all services necessary to carry out his function as Prosecuting Attorney. In performing such services, the manner and standards of performance, procedures followed by legal and clerical staff, specific staff assigned to work on projects, and other matters incident to provision of services under this agreement shall be under the sole control and direction of the Prosecuting Attorney's Office.



### **3. TERM OF AGREEMENT**

- A. The term of this agreement is from April 1, 2024 through December 31, 2025, except as may be amended in writing based on the mutual agreement of the parties.
- B. The Firm and Reed shall serve at the discretion of the City and may be terminated with or without cause by resolution of the City Council.
- C. Either party may terminate this contract on sixty (60) days written notice to the other party. In addition, either party may terminate this contract immediately and without advance notice in the event performance becomes impossible due to suspension or disbarment from the practice law, physical or mental impairment, or because continued performance would be contrary to law.
- D. Notice may be provided to the parties at the following addresses:
  - Firm: 224 Holiday Center  
207 West Superior Street  
Duluth, MN 55802  
sreed@brayreed.com
  - City: 100 Pionk Drive  
Proctor, MN 55810  
cityhall@proctormn.gov
- E. In the event of a transfer of responsibility for legal services to a different attorney, the Firm and Reed shall work with and assist the new attorney to ensure an orderly, expedient, and professional transition in the City's best interests.

### **4. PAYMENT**

- A. The Firm and Reed shall submit a billing statement to the City Administrator on a monthly basis, which shall be paid by the City in the usual course of the City's

business.

B. The monthly fee for prosecution services is \$2,500.00.

IN WITNESS WHEREOF, the City of Proctor by Resolution No. \_\_\_\_\_ of its  
City Council has authorized execution of this Agreement on the date first above written.

BRAY & REED, LTD.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Shawn B. Reed #0279043  
224 Holiday Center  
207 West Superior Street  
Duluth, MN 55802  
(218)727-8451  
sreed@brayreed

THE CITY OF PROCTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor of Proctor

ATTEST:

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Proctor City Administrator



**CITY COUNCIL AGENDA DATE:**

**TO: Proctor City Council**

**FROM: City Administrator, Jess Rich**

**6C**

**SUBJECT: Jet Loan Agreement**

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**\_\_\_ OTHER:**

**\_\_x\_\_ RESOLUTION:**

**\_\_\_ ORDINANCE:**

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**REQUESTED ACTION:**

**Requested approval renewing the loan agreement with the National Museum of the United States Air Force (NMUSAF) for the static display of the F-101F Aircraft.**

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**BACKGROUND**

**This has previously been an annual agreement, however it is noted the loan agreement renewal period has now been changed to a five-year cycle. The attached loan agreement period would be from 2024-2029.**

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**SOURCE OF FUNDS (if applicable) None**

**ATTACHMENT – Loan Agreement**

**From:** [NMUSAF/MUC Static Display Program](#)  
**To:** [CityHall](#)  
**Subject:** Air Force Static Display Loan Renewal 2024 SDA0159  
**Date:** Monday, February 5, 2024 1:10:52 PM  
**Attachments:** [2024 INSTRUCTIONS.docx](#)  
[Attachments 1 and 2.pdf](#)  
[2024 Return Checklist.docx](#)  
[Loan Agreement SDA0159.pdf](#)  
[Inventory SDA0159.pdf](#)  
[POC Sheet SDA0159.pdf](#)

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Attached is the 2024-2029 loan renewal package for the historical property on loan to your organization from the National Museum of the United States Air Force (NMUSAF). The loan renewal package has been sent electronically and hard copy. Only one of these copies need be returned to NMUSAF by **31 March 2024**.

The loan renewal period has been extended to a five-year cycle, 2024-2029. Going forward, it will remain a five-year cycle, renewing the 4th and 9th year of each decade. There is an annual Department of Defense requirement for each loan account to verify that property in their care is being used for approved purposes, is maintained and protected according to the loan agreement, and the organization still desires to retain the property. For every non-cycle year this requirement will be met by the return of a signed inventory and POC sheet. There will be no requirement for a signed loan agreement, proof of insurance, or photographs on the four non-cycle years, 2025-2028.

The 2024-2029 renewal package includes the following: instruction sheet, 2024-2029 Loan Agreement with Attachments 1 and 2, 2024 Inventory, Point of Contact Information Sheet, and return checklist. Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Department of the Air Force history. If you have any questions or you need additional information, please contact me at [NMUSAF.MUC.StaticDisplay@us.af.mil](mailto:NMUSAF.MUC.StaticDisplay@us.af.mil).

Sincerely,  
Melissa Shaw

Melissa Shaw (she/her)  
Static Display Program Administrator  
National Museum of the U.S. Air Force  
1100 Spaatz St  
Wright-Patterson AFB, OH 45433  
[www.nationalmuseum.af.mil](http://www.nationalmuseum.af.mil)

Chad Ward  
Mayor

# City of Proctor

COUNCILORS  
Jake P. Benson  
Troy R. DeWall  
Rory Johnson  
James Rohweder

Jess Rich  
City Administrator

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100 Pionk Drive · Proctor, Minnesota 55810-1700 · 218-324-3641 · Fax 218-624-9459 · email: cityhall@proctormn.gov

## RESOLUTION 15-24

### **A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AND DELIVER THE NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) COMMUNITY STATIC DISPLAY LOAN AGREEMENT**

WHEREAS the City of Proctor wishes to enter into a loan agreement for the loan of Department of the Air Force (DAF) historical property with the United States of America represented by the National Museum of the United States Air Force (NMUSAF)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PROCTOR, MINNESOTA, the City Administrator is hereby authorized and directed to execute and deliver on behalf of the City of Proctor Loan Agreement SDA0159 attached hereto between the United States of America National Museum of the United States Air Force and the City of Proctor for the loan of historical property.

Adopted by the City Council of the City of Proctor on the 18<sup>th</sup> day of March 2024.

---

Chad Ward, Mayor

CITY OF PROCTOR  
CORPORATE SEAL

1894

Attested:

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Jess Rich, Administrator

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

**2024-2029 LOAN AGREEMENT, SDA0159**

**1.0. Parties.** The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **CITY OF PROCTOR** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **MN** and located at **PROCTOR**, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2024 and ending 31 March 2029. This Agreement is not transferable.

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

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

**4.0 Loan Conditions.**

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

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

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

**4.4.** The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

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

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

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

**6.0. Professional Photography.** The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

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

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

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

**9.1.** This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before **1 April 2024**.

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

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

**9.4.** The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

**9.5.** The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

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

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

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

**10.1.** The Borrower agrees to the greatest extent permitted by MN Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

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

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

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

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

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



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

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

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

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

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

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

**13.2.** The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. The sign will state that the item is part of the NMUSAF collection as follows:

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

**13.3.** In the event the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

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

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

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

**14.0. Radioactive Components.** In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

## **15.0. Loan Termination.**

**15.1.** The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

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

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

**15.4.** Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

**15.5.** The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

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

Executed on behalf of the NMUSAF, this 27<sup>th</sup> Day of January 2024, at Wright-Patterson AFB Ohio.

By:  
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

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

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

#### ACCEPTANCE

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

Executed on behalf of the Borrower this \_\_\_\_ day of \_\_\_\_\_ 2024, at \_\_\_\_\_.

\_\_\_\_\_  
(Name of Borrower/Organization)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name & Title)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

City Council Agenda

TO: Mayor & City Council  
FROM: City Councilor Jake Benson  
DATE: March 13, 2024

6D

Meeting Date: March 18, 2024

SUBJECT: SCHOOL RESOURCE OFFICER REIMBURSEMENT

**Recommendation**

A motion to approve a resolution to be sent to St. Louis County Commishnors and St. Louis County Sheriffs Office.

**Summary**

With the passage of the Minnesota House and Senate bills paving the way for a return of the SROs to schools. It appears to be a good time to once again propose having St. Louis County contribute funding to having SRO's in Proctor schools

The County for years has had SROs in the schools of ISD 2142 that include Cherry, North Woods, Northeast Range, and South Ridge K-12 campuses.

Those schools are in the cities of Tower, Iron and Babbitt and near the cities of Alborn, Cook and Orr. It appears the cities do not contribute to the SRO's.

The question becomes why should City of Proctor residents, residents of the Proctor school district contribute both to Proctor's SRO and those in 2142.

St. Louis County's Public Safety budget is \$55.5 million of the County's \$452.7 million budget.

## Resolution 00-24 SRO Reimbursement

WHEREAS, The Proctor Public School District (ISD 704) has a student population of 1,800 served by 330 staff with four schools situated in South St. Louis County; and

WHEREAS, St. Louis County Board and Sheriffs Office has authorized three Deputy Sheriffs to be assigned to five schools in ISD 2142 as School Resource Officers for three school years; and

WHEREAS, ISD 2142 has 1,900 students and 480 staff at Cherry, North Woods, Northeast Range, and South Ridge K-12 campuses, and

WHEREAS, the SROs in ISD 2142 are being funded from Fund 100, Public Safety Innovation Fund; and

WHEREAS, ISD 2142 is reimbursing the County for 50% of the salary and benefit costs for the three SROs for the months September through May, and

WHEREAS, St. Louis county property taxes fund the vast majority of the budget of the sheriff's office, AND

WHEREAS, ISD 2142 has schools in the cities of Tower, Iron and Babbitt and near the cities of Alborn, Cook and Orr, and

WHEREAS, the majority of ISD 2142 student, similar to ISD 704 students come from rural areas or the City of Duluth, and

WHEREAS, Proctor property tax payers appear to be subsidizing SROs for cities in 2142 that do not have a police department, and

WHEREAS, the City of Proctor provides an SRO with ISD 704 reimbursing the City of Proctor of \_\_\_\_\_% of the salary and benefit costs for the months September through May, and

WHEREAS, the St. Louis County Board's \$452.7 million budget, that includes St. Louis County's Public Safety budget of \$55.5 million, is funded by every property tax payer within the county,

THEREFORE, BE IT RESOLVED, That the City of Proctor is requesting the St. Louis County Commissioners authorize the funding of \_\_\_\_\_% of the salary and benefit costs for the Proctor's SRO from Fund 100, Public Safety Innovation Fund for a period of three school years.

Passed by the City Council of Proctor, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

City Council Agenda

Agenda item # 6E

TO: Mayor & City Council

FROM: City Councilor Jake Benson

DATE: February 23, 2024

Meeting Date: 03/04/2024

SUBJECT: Ordinance Enforcement

#### REQUESTED ACTION

Motion to approve the addition of language to §71.08 winter parking ordinance to give Chief of Police authority to suspend winter parking ordinance.

#### BACKGROUND

The police department has been using social media to let residents know that the winter parking ordinance has been suspended. There is no date associated with the creation of the ordinance or when it was last updated.

#### SUMMARY

According to a League of Minnesota Cities Research Analyst, "Generally, cities have a responsibility to enforce their ordinances. If a city chooses not to enforce an ordinance it could lead to further violations and set a precedent opening up questions of how the city determines when to enforce a violation and when not to enforce a violation. When a city has an ordinance, the best practice is to enforce that ordinance equally. Having said that, courts have stated that a conscious exercise of some selectivity in enforcement, based on a rational exercise of police or prosecutorial discretion or a mere laxity in enforcement, does not itself establish a constitutional violation. However, an intentional or deliberate decision by public officials not to enforce regulations against a class of violators expressly included within the terms of such regulation does constitute a denial of the constitutional guarantee of equal protection of the laws

Ordinances are passed by the city council and, unless specific authority is granted within an ordinance, city staff do not have the ability to "go against" an ordinance. If there are parameters in the ordinance that are problematic for staff to uphold, they should consult with the city council about amending those requirements."

Suggested language could include:

If the Chief of Police, at her or his discretion, or any officer acting under the authority of the Chief of Police determines that because of the weather conditions the winter parking ordinance may be suspended for a period of time.

#### POLICY OBJECTIVE

The addition of the proposed language will allow staff more flexibility in suspending the winter parking ordinance, allow residents to park on streets without snow and protect staff from going against an ordinance.

#### STAFF RECOMMENDATIONS

The Police Chief has indicated that he is favor of the proposal.

**From:** [Jake Benson](#)  
**To:** [Megan Jordan](#)  
**Subject:** Re: Agenda Items  
**Date:** Tuesday, March 12, 2024 9:03:43 AM

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**This is a draft.**

### **§ 71.08 WINTER PARKING REGULATIONS.**

Between the period of November 15 and April 1 in each year, no person shall park or permit the same, any motor vehicle upon any street or alley within the city between the hours of 2:00 a.m. and 7:00 a.m. If the Chief of Police, in his or her discretion, or any police officer acting under the authority of the Chief of Police, determines that weather conditions allow for on street parking, the Chief of Police or police officer acting under the authority of the Chief of Police may direct the winter parking regulations be suspended for a certain period of time. If the Chief of Police, in his or her discretion, or any police officer acting under the authority of the Chief of Police, determines that any vehicle parked contrary to the provisions of this section is thereby hindering the removal of snow, the Chief of Police or police officer acting under the authority of the Chief of Police may direct to have the vehicle removed from the street or alley by removal. The owner of the vehicle shall be responsible for any costs accrued as a result of the removal in addition to any fines imposed as result of a violation of this section.

(Ord. passed - -2009) Penalty, see § 71.99

(Ord. revised – April 15, 2024)



City Council Agenda

Agenda item # 6F

TO: Mayor & City Council

FROM: City Councilor Jake Benson

DATE: February 23, 2024

Meeting Date: 03/04/2024

SUBJECT: Sales Tax vote

#### REQUESTED ACTION

To begin strategy and materials for the November sales tax campaign.

#### BACKGROUND

The City of Proctor has imposed a sales and use tax since 2000. The rate was 0.5% until 2017 when it was increased to 1%. Proctor has imposed a lodging tax of 3% since 2006 and a food and beverage tax of 1% since 2015. The bill authorized in 2023 would allow Proctor to impose an additional 0.5%, if approved by the voters in a general election. The proceeds would be used to finance construction of a new regional and statewide trail spur in the city. The bill authorizes a bond issuance of up to \$6.9 million plus bond costs. The 1.5% total tax rate, if passed would bring Proctor in line with Hermantown and Duluth.

#### SUMMARY

If sales tax referendum is approved, the city shall create and pass an ordinance imposing the tax. Once ordinance is passed file a certificate of approval and copy of the ordinance with the Minnesota Secretary of State and inform the Minnesota Department of Revenue in writing of the new local sales tax.

#### POLICY OBJECTIVE

The passage of the additional local sales tax for Proctor will bring the city in line with neighboring Hermantown and Duluth. In addition it will distribute the cost borne by Proctor taxpayers for a regional trail supporting Proctor's business community.

#### BUDGET IMPLICATIONS

Not directly applicable at this time. Approval of a local sales tax will lead to additional dollars being available for the city's capital project.

#### STAFF RECOMMENDATIONS



Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL account (3 Characters) = {<>} "600"  
Vendor.Vendor type = {<>} "PR"  
[Report].Date Paid = 03/18/2024

General Bills

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>AMERICAN LEGAL PUBLISHING</b>				
30920	2023 S-4 FOLIO/INTERNET SUPPLEMENT	01/01/2024	203.00	100-10-120-3000 Professional Services
Total AMERICAN LEGAL PUBLISHING:			203.00	
<b>AT&amp;T MOBILITY</b>				
287291128817	FIRSTNET CELL PHONES/ HOTSPOTS	02/25/2024	1,533.88	100-20-210-3021 Telephone
Total AT&T MOBILITY:			1,533.88	
<b>BRAY&amp;REED</b>				
2612	PROSECUTION MATTERS	03/01/2024	2,500.00	100-10-160-3004 Legal Fees
Total BRAY&REED:			2,500.00	
<b>CINTAS</b>				
031520234175	RUGS AND MATS - FIRE HALL	11/30/2023	35.41	100-20-220-3000 Professional Services
4179878687	STREET DEPT COVERALLS	01/11/2024	21.36	100-30-300-2217 Clothing
4179878687	POLICE DEPT MATS	01/11/2024	36.49	100-10-130-3000 Professional Services
4180602110	STREET DEPT COVERALLS	01/18/2024	21.36	100-30-300-2217 Clothing
4180602110	CITY HALL MATS, TOWELS, MOPS	01/18/2024	134.01	100-10-130-3000 Professional Services
4181314884	RUGS AND MATS - FIRE HALL	01/25/2024	113.67	100-20-220-3000 Professional Services
4181314922	POLICE DEPT MATS	01/25/2024	36.49	100-10-130-3000 Professional Services
4181314922	STREET DEPT COVERALLS	01/25/2024	21.36	100-30-300-2217 Clothing
4182042460	CITY HALL MATS, TOWELS, MOPS	02/01/2024	134.01	100-10-130-3000 Professional Services
4182042460	STREET DEPT COVERALLS	02/01/2024	21.36	100-30-300-2217 Clothing
4182751665	STREET DEPT COVERALLS	02/08/2024	22.59	100-30-300-2217 Clothing
4182751665	POLICE DEPT MATS	02/08/2024	36.49	100-10-130-3000 Professional Services
4183479408	STREET DEPT COVERALLS	02/15/2024	23.36	100-30-300-2217 Clothing
4183479408	CITY HALL MATS, TOWELS, MOPS	02/15/2024	138.28	100-10-130-3000 Professional Services
4184195937	RUGS AND MATS - FIRE HALL	02/22/2024	103.69	100-20-220-3000 Professional Services
4184196062	STREET DEPT COVERALLS	02/22/2024	28.44	100-30-300-2217 Clothing
4184196062	POLICE DEPT MATS	02/22/2024	37.66	100-10-130-3000 Professional Services
4184919488	STREET DEPT COVERALLS	02/29/2024	24.03	100-30-300-2217 Clothing
4184919488	CITY HALL MATS, TOWELS, MOPS	02/29/2024	138.28	100-10-130-3000 Professional Services
4185638000	POLICE DEPT MATS	03/07/2024	37.66	100-10-130-3000 Professional Services
4185638000	STREET DEPT COVERALLS	03/07/2024	24.03	100-30-300-2217 Clothing
Total CINTAS:			1,190.03	
<b>COMO LUBE</b>				
701116	PARTS WASHER SOLVENT, ATF	01/17/2024	202.85	100-30-300-2210 Operating Supplies
Total COMO LUBE:			202.85	
<b>EARL F. ANDERSEN INC</b>				
0135536	PET WASTE STATION N40 TRAIL	03/08/2024	557.95	100-40-410-2210 Operating Supplies

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total EARL F. ANDERSEN INC:			557.95	
<b>ELAN CORPORATE PAYMENT SYSTEMS</b>				
0092800	SKIDSTEER FUEL KWIK TRIP	02/15/2024	55.12	100-30-300-2212 Fuels & Lubricants
02222024	MNGFOA DUES	02/22/2024	70.00	100-10-150-4433 Dues & Subscriptions
02242024	TOILET REPAIR	02/24/2024	101.25	100-10-130-2220 Supplies - Repair & M
03012024	SKIDSTEER FUEL KWIK TRIP	03/08/2024	59.59	100-30-300-2212 Fuels & Lubricants
07-11162-1639	CLIMATE CONTROL MODULE #114	02/08/2024	162.56	100-10-130-4400 Repairs & Maintenanc
071620	ALEX DAIRY QUEEN DINNER	02/06/2024	9.80	500-50-510-3031 Travel & Lodging Expe
110601	JAY'S BOOTS PER CONTRACT - 2024	02/16/2024	206.96	100-30-300-2217 Clothing
111477866191	AMAZON/MOSHER - UNIFORM ALLOWANCE	02/07/2024	34.95	100-20-210-2217 Clothing
112-0774753-1	FILE FOLDERS	02/20/2024	29.73	100-20-210-2205 Office Supplies
112-8443879-3	SHARPS DISPOSAL CONTAINERS	02/26/2024	13.86	100-20-210-2210 Operating Supplies
114-3598637-1	CAR WASH BRUSHES	02/08/2024	31.98	100-20-210-2210 Operating Supplies
155570	ZERO9 HOLSTERS/LEMASTERS	02/14/2024	31.99	100-20-210-2217 Clothing
2000054087	FLYING CROSS/RIEBEL - UNIFORMS	02/24/2024	158.99	100-20-210-2217 Clothing
2-20-24FD	2 FIREPIK LOCK LOIDING TOOLS	02/20/2024	38.98	100-20-220-2210 Operating Supplies
2-22-24FD	BATHROOM CLEANING SUPPLIES	02/22/2024	29.29	100-20-220-2210 Operating Supplies
2-26-24FD	EXPO MARKERS AND ERASER	02/26/2024	20.23	100-20-220-2210 Operating Supplies
3142109	GFOA TRAINING	02/27/2024	35.00	100-10-150-3035 Training Expense
345778	BUILDERS LICENSE TRAINING	02/20/2024	104.00	100-10-180-3035 Training Expense
346134	BUILDING TRAINING	02/27/2024	104.00	100-10-180-3035 Training Expense
55133	N-EAR/MOSHER - UNIFORMS	02/25/2024	129.99	100-20-210-2217 Clothing
55439	GAS FOR PICK UP AT SEWER CONFERENCE	02/08/2024	63.74	100-30-300-2212 Fuels & Lubricants
660801	TOURISM CONFERENCE HOTEL/PARKING	02/29/2024	322.42	100-15-115-3012 Meeting Expense
7285826	NOZZLES FOR STEAMER	01/30/2024	36.46	500-50-510-2210 Operating Supplies
799439950376	WALMART/SUPPLIES	02/13/2024	42.03	100-20-210-2205 Office Supplies
8224	ALEX BURGER KING DINNER	02/07/2024	10.13	500-50-510-3031 Travel & Lodging Expe
935431710740	SAMS CLUB/SUPPLIES	02/21/2024	39.89	100-20-210-2205 Office Supplies
96838010	SEWER CONFERENCE LODGING - ALEX	02/08/2024	512.94	500-50-510-3031 Travel & Lodging Expe
B6379	ALEX EDINA DINNER - SEWER CONFERENCE	02/05/2024	27.88	500-50-510-3031 Travel & Lodging Expe
DLIMN200105	BOILER OPERATOR	02/22/2024	45.00	100-10-130-4438 Licenses & Permits
DLIMN200105	MN DOL TRAINING	02/26/2024	30.00	100-10-180-3035 Training Expense
WR24007331	BLAUER - MOSHER UNIFORMS	02/25/2024	181.59	100-20-210-2217 Clothing
Total ELAN CORPORATE PAYMENT SYSTEMS:			2,740.35	
<b>GOPHER STATE ONE-CALL INC</b>				
4020694	17 FTP TICKETS	02/29/2024	21.60	500-50-510-3000 Professional Services
Total GOPHER STATE ONE-CALL INC:			21.60	
<b>GRAND FORKS FIRE EQUIPMENT LLC</b>				
40188	HOSE APPLIANCES	02/27/2024	603.71	100-20-220-2240 Small Tools and Equip
Total GRAND FORKS FIRE EQUIPMENT LLC:			603.71	
<b>GRAYBAR ELECTRIC CO</b>				
9336124577	TCH VOLTAGE DETECTORS	03/08/2024	1,578.16	100-20-220-2214 Safety Items
Total GRAYBAR ELECTRIC CO :			1,578.16	
<b>GREAT LAKES PIPE SERVICES INC</b>				
24007	JET VAC GREASE LINES	02/27/2024	1,500.00	500-50-510-3015 Contractor
24009	CLEAN BOTH LIFT STATIONS	03/06/2024	1,700.00	500-50-510-3015 Contractor

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total GREAT LAKES PIPE SERVICES INC:			3,200.00	
<b>HEDTKE, SALLY</b>				
2-29-2024	TRAVEL REIMBURSEMENT	02/29/2024	329.64	100-15-115-3012 Meeting Expense
Total HEDTKE, SALLY :			329.64	
<b>INTEGRIS LLC</b>				
530942	OFFICE 365	02/29/2024	273.50	100-10-120-3009 Computer Services
533003	MONTHLY BILLING	03/08/2024	3,341.17	100-10-120-3009 Computer Services
Total INTEGRIS LLC:			3,614.67	
<b>MEDIACOM</b>				
2.17.24	STREET DEPT INTERNET SERVICE	02/17/2024	310.00	100-30-300-3021 Telephone
Total MEDIACOM:			310.00	
<b>NORDIC UNDERWATER SERVICES, INC</b>				
69DU-CV-23-9	JUDGEMENT - PRINCIPAL	03/13/2024	3,488.55	100-10-110-3093 Contingency Fund
69DU-CV-23-9	JUDGEMENT - INTEREST 117 DAYS @ 5% ANNUM	03/13/2024	56.16	100-10-110-3093 Contingency Fund
Total NORDIC UNDERWATER SERVICES, INC:			3,544.71	
<b>OFFICE ENTERPRISES</b>				
551845	QUADIENT DS63ST2.5 EQUIPMENT MAINTENANCE	03/04/2024	2,270.00	100-10-120-4400 Repairs & Maintenanc
Total OFFICE ENTERPRISES:			2,270.00	
<b>PHILS GARAGE DOOR SERVICE</b>				
57053	STREET GARAGE DOOR REPAIR	03/12/2024	373.00	100-30-300-4400 Repairs & Maintenanc
Total PHILS GARAGE DOOR SERVICE :			373.00	
<b>PROCTOR JOURNAL</b>				
38301	ELECTION NOTICE	02/22/2024	19.53	100-10-140-3052 General Notices & Pu
Total PROCTOR JOURNAL:			19.53	
<b>PUBLIC UTILITIES COMMISSION</b>				
1016550000-0	UTILITIES - BDRY AVE & I35 LIFT STATION	02/22/2024	98.27	500-50-510-3080 Utilities
1108100000-03	UTILITIES - CITY HALL	02/22/2024	1,205.07	100-10-130-3080 Utilities
1108200000-03	UTILITIES - CITY GARAGE	02/22/2024	446.66	100-30-300-3080 Utilities
1108850000-03	UTILITIES - SOFTBALL FIELD #2	02/21/2024	11.24	100-40-410-3080 Utilities
1112360000-03	UTILITIES - ALMAC DR LIFT STATION	02/14/2024	12.75	500-50-510-3080 Utilities
1127050000-03	UTILITIES - 225 FIFTH AVE - FIRE DEPT	02/23/2024	702.26	100-20-220-3080 Utilities
11913000000-0	UTILITIES-SAND/SALT FACILITY	02/14/2024	16.52	100-30-300-3080 Utilities
Total PUBLIC UTILITIES COMMISSION:			2,492.77	
<b>SHRED N GO INC</b>				
164005	SHREDDING SERVICES	03/15/2024	93.93	100-10-120-3000 Professional Services
Total SHRED N GO INC:			93.93	

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>THOMSON REUTERS-WEST</b>				
849832454	ONLINE SOFTWARE SUBSCRIPTION	03/01/2024	151.54	100-20-210-4433 Dues & Subscriptions
Total THOMSON REUTERS-WEST:			151.54	
<b>TOWN OF MIDWAY</b>				
12312023	PROTOR PORTION OF UGSTAD ROAD SEWER PAYMENT 12 OF 15	03/14/2024	1,988.00	500-00-000-2320 Due to other Governm
12312023	SEWER SPECIAL ASSESSMENT COLLECTED IN 2023 FOR UGSTAD ROAD SEWER	03/14/2024	1,509.76	500-00-000-2020 Accounts Payable
Total TOWN OF MIDWAY:			3,497.76	
<b>TRUE NORTH FLAG &amp; FLAGPOLES</b>				
20227	FLAG REPAIR	12/29/2023	770.00	100-10-130-2210 Operating Supplies
Total TRUE NORTH FLAG & FLAGPOLES:			770.00	
<b>TWIN PORTS COMPUTER</b>				
10001	COMPUTER SERVICES	02/10/2024	624.70	100-20-210-2205 Office Supplies
13022	COMPUTER/CAMERA SERVICES	01/02/2024	542.96	100-20-210-3009 Computer Services
Total TWIN PORTS COMPUTER:			1,167.66	
<b>US BANK VOYAGER</b>				
869217786241	FUEL	03/08/2024	1,008.45	100-20-210-2212 Fuels & Lubricants
Total US BANK VOYAGER:			1,008.45	
<b>VC3 INC.</b>				
140767	WORKSTATION MANAGEMENT	02/26/2024	492.42	100-20-210-3009 Computer Services
Total VC3 INC.:			492.42	
<b>W.L.S.S.D.</b>				
168502024022	WASTEWATER CHARGES	02/29/2024	29,409.00	500-50-510-3085 Sewer - WLSSD Billin
168502024022	2023 ADJUSTMENT	02/29/2024	693.00-	500-50-510-3085 Sewer - WLSSD Billin
Total W.L.S.S.D.:			28,716.00	
<b>WEX BANK</b>				
95717875	FUEL - PUC	03/07/2024	269.91	700-71-720-2212 Fuels & Lubricants
95717875	FUEL - STREET DEPT	03/07/2024	563.51	100-30-300-2212 Fuels & Lubricants
Total WEX BANK:			833.42	
Grand Totals:			64,017.03	

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL account (3 Characters) = {<>} "600"  
Vendor.Vendor type = {<>} "PR"  
[Report].Date Paid = 03/18/2024

Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL account (3 Characters) = "600"  
[Report].Date Paid = 03/18/2024

# Liquor Bills

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>AMERICAN BOTTLING COMPANY</b>				
4615903094	SODA	03/11/2024	345.63	600-60-600-2254 Soft Drinks & Mix
Total AMERICAN BOTTLING COMPANY :			345.63	
<b>BERNICKS PEPSI</b>				
30083676	BEER	03/01/2024	626.70	600-60-600-2252 Beer Purchases
30084282	THC	03/06/2024	374.00	600-60-600-2255 THC Products
30084283	BEER	03/06/2024	4,141.05	600-60-600-2252 Beer Purchases
30085333	THC	03/13/2024	444.00	600-60-600-2255 THC Products
30085336	BEER	03/13/2024	106.09	600-60-600-2252 Beer Purchases
Total BERNICKS PEPSI:			5,479.66	
<b>BOURGET IMPORTS LLC</b>				
204899	SERVICE FEE	03/07/2024	18.00	600-60-600-3033 Freight & Express
204899	WINE	03/07/2024	312.00	600-60-600-2253 Wine Purchases
Total BOURGET IMPORTS LLC:			330.00	
<b>BREAKTHRU BEVERAGE</b>				
114723283	SERVICE FEE	03/07/2024	14.17	600-60-600-3033 Freight & Express
114723283	LIQUOR	03/07/2024	759.15	600-60-600-2251 Liquor Purchases
114822905	BEER	03/14/2024	120.00	600-60-600-2252 Beer Purchases
114824876	SERVICE FEE	03/14/2024	76.62	600-60-600-3033 Freight & Express
114824876	LIQUOR	03/14/2024	2,381.41	600-60-600-2251 Liquor Purchases
Total BREAKTHRU BEVERAGE:			3,351.35	
<b>C&amp;L DISTRIBUTING</b>				
1863698	BEER	03/05/2024	264.10	600-60-600-2252 Beer Purchases
1863701	BEER	03/05/2024	2,896.10	600-60-600-2252 Beer Purchases
1863701	SHIPPING	03/05/2024	3.00	600-60-600-3033 Freight & Express
1867273	SHIPPING	03/12/2024	3.00	600-60-600-3033 Freight & Express
1867273	BEER	03/12/2024	3,313.65	600-60-600-2252 Beer Purchases
2752000023	BEER	07/28/2023	28.40	600-60-600-2252 Beer Purchases
2752000223	BEER	03/12/2024	70.28	600-60-600-2252 Beer Purchases
2752000224	BEER	03/12/2024	26.55	600-60-600-2252 Beer Purchases
Total C&L DISTRIBUTING:			5,826.42	
<b>CINTAS</b>				
4185899905	MATS	03/11/2024	180.86	600-60-600-2210 Operating Supplies
Total CINTAS:			180.86	
<b>COCA COLA BOTTLING CO</b>				
3352798	SODA	03/03/2024	250.05	600-60-600-2254 Soft Drinks & Mix

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total COCA COLA BOTTLING CO:			250.05	
<b>DAHLHEIMER BEVERAGE</b>				
2131500	BEER	03/07/2024	776.75	600-60-600-2252 Beer Purchases
Total DAHLHEIMER BEVERAGE:			776.75	
<b>GLOBAL RESERVE DISTRIBUTION</b>				
ord-8074	THC	03/11/2024	294.00	600-60-600-2255 THC Products
Total GLOBAL RESERVE DISTRIBUTION:			294.00	
<b>GUARDIAN PEST CONTROL INC</b>				
2543364	PEST CONTROL	02/21/2024	47.01	600-60-600-4406 Pest Control
Total GUARDIAN PEST CONTROL INC:			47.01	
<b>JOHNSON BROTHERS INC</b>				
2493412	DELIVERY CHARGE	03/01/2024	17.00	600-60-600-3033 Freight & Express
2493412	LIQUOR	03/01/2024	477.00	600-60-600-2251 Liquor Purchases
2495599	DELIVERY CHARGE	03/06/2024	43.26	600-60-600-3033 Freight & Express
2495599	LIQUOR	03/06/2024	2,945.30	600-60-600-2251 Liquor Purchases
2495600	DELIVERY CHARGE	03/06/2024	13.08	600-60-600-3033 Freight & Express
2495600	WINE	03/06/2024	344.75	600-60-600-2253 Wine Purchases
2497702	DELIVERY CHARGE	03/08/2024	5.67	600-60-600-3033 Freight & Express
2497702	LIQUOR	03/08/2024	103.50	600-60-600-2251 Liquor Purchases
2497703	DELIVERY CHARGE	03/08/2024	5.67	600-60-600-3033 Freight & Express
2497703	WINE	03/08/2024	48.00	600-60-600-2253 Wine Purchases
2499832	DELIVERY CHARGE	03/13/2024	12.19	600-60-600-3033 Freight & Express
2499832	LIQUOR	03/13/2024	569.26	600-60-600-2251 Liquor Purchases
2499833	DELIVERY CHARGE	03/13/2024	16.17	600-60-600-3033 Freight & Express
2499833	WINE	03/13/2024	288.88	600-60-600-2253 Wine Purchases
2499834	DELIVERY CHARGE2.18	03/13/2024	2.18	600-60-600-3033 Freight & Express
2499834	MIX	03/13/2024	37.00	600-60-600-2254 Soft Drinks & Mix
Total JOHNSON BROTHERS INC:			4,928.91	
<b>LAKESHORE ICE</b>				
03-404681	ICE	03/07/2024	151.60	600-60-600-2258 Misc Merchandise
Total LAKESHORE ICE:			151.60	
<b>MICHAUD DISTRIBUTING COMPANY</b>				
385339	FUEL SURCHARGE	03/04/2024	3.00	600-60-600-3033 Freight & Express
385339	BEER	03/04/2024	216.90	600-60-600-2252 Beer Purchases
385519	FUEL SURCHARGE	03/12/2024	3.00	600-60-600-3033 Freight & Express
385519	BEER	03/12/2024	602.35	600-60-600-2252 Beer Purchases
Total MICHAUD DISTRIBUTING COMPANY:			825.25	
<b>PHILLIPS WINE &amp; SPIRITS CO.</b>				
6747772	DELIVERY	03/06/2024	14.93	600-60-600-3033 Freight & Express
6747772	LIQUOR	03/06/2024	709.95	600-60-600-2251 Liquor Purchases
6747773	DELIVERY	03/06/2024	13.08	600-60-600-3033 Freight & Express
6747773	WINE	03/06/2024	247.25	600-60-600-2253 Wine Purchases
6747774	DELIVERY	03/06/2024	8.72	600-60-600-3033 Freight & Express

Invoice Number		Description	Invoice Date	Net Invoice Amount	GL Account and Title	
6747774	MIX		03/06/2024	105.35	600-60-600-2254	Soft Drinks & Mix
6749578	DELIVERY		03/14/2024	5.67	600-60-600-3033	Freight & Express
6749578	LIQUOR		03/14/2024	99.00	600-60-600-2251	Liquor Purchases
6751254	DELIVERY		03/13/2024	23.17	600-60-600-3033	Freight & Express
6751254	LIQUOR		03/13/2024	797.96	600-60-600-2251	Liquor Purchases
6751255	DELIVERY CHARGE		03/13/2024	17.44	600-60-600-3033	Freight & Express
6751255	WINE		03/13/2024	479.05	600-60-600-2253	Wine Purchases
Total PHILLIPS WINE & SPIRITS CO.:				2,521.57		
<b>PUBLIC UTILITIES COMMISSION</b>						
1016900000-0	UTILITIES - MT SPIRITS		02/22/2024	571.34	600-60-600-3080	Utilities
Total PUBLIC UTILITIES COMMISSION:				571.34		
<b>RANGE PAPER</b>						
54837	BAGS		03/06/2024	84.70	600-60-600-2210	Operating Supplies
Total RANGE PAPER:				84.70		
<b>SOUTHERN WINE &amp; SPIRITS</b>						
2451332	DELIVERY		03/01/2024	55.95	600-60-600-3033	Freight & Express
2451332	LIQUOR		03/01/2024	2,640.95	600-60-600-2251	Liquor Purchases
2453940	DELIVERY		03/08/2024	45.38	600-60-600-3033	Freight & Express
2453940	LIQUOR		03/08/2024	2,494.32	600-60-600-2251	Liquor Purchases
5108623	DELIVERY		02/29/2024	12.30	600-60-600-3033	Freight & Express
5108624	DELIVERY		02/29/2024	6.15	600-60-600-3033	Freight & Express
Total SOUTHERN WINE & SPIRITS:				5,255.05		
<b>URSA MINOR BREWING</b>						
e-6002	BEER		03/14/2024	239.80	600-60-600-2252	Beer Purchases
Total URSA MINOR BREWING:				239.80		
<b>VINOCOPIA</b>						
0347530-in	LIQUOR		03/12/2024	148.75	600-60-600-2251	Liquor Purchases
Total VINOCOPIA:				148.75		
<b>WINE MERCHANTS</b>						
7464194	FREIGHT		03/06/2024	10.20	600-60-600-3033	Freight & Express
7464194	WINE		03/06/2024	579.50	600-60-600-2253	Wine Purchases
Total WINE MERCHANTS :				589.70		
Grand Totals:				32,198.40		



Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL account (3 Characters) = "600"  
[Report].Date Paid = 03/18/2024