

**Canton City Council**  
**February 12, 2025 – 6 pm (Following Public Hearing)**  
**Regular Meeting Agenda**

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Consent agenda
  - a) Approval of January 8, 2025 Regular Meeting Minutes
  - b) Approval of February Disbursements
  - c) Approval of liquor license transfer for ZZ Tap (Vernon to Peyton)
5. Council Board
  - a) Review of letters of interest for vacant council seat
  - b) Consider appointment to fill vacant council seat (Resolution 2025-07)
  - c) Possible Oath of Office for new Council Member
  - d) Consider approval to amend Resolution 2025-05: Annual City Appointments for 2025 for council appointments to committees
6. Public comments
7. Reports
  - a) Mayor
  - b) Clerk & Deputy Clerk
  - c) Public Works
  - d) Fire Department
    - \*Vehicle replacement
  - e) Police
  - f) Planning Commission
  - g) Other
8. Old business
  - a) Consider approval of Resolution 2025-08: Authorizing the Issuance, Sale and Delivery of \$1,374,000 Temporary General Obligation Utility Revenue Bonds, Series 2025A
9. New business
  - a) Consider approval of request to change zoning classification for Devry & Tina Kerns and Resolution 2025-09: Authorize an Amendment to the Zoning Map
  - b) Consider contribution towards the summer rec program with Mabel (\$3,220)
  - c) Review and consider options for copy machine at city hall
  - d) Canton Softball League request for work on ballfield (potential grant application)
9. Adjourn

**Upcoming Dates:**

Red Cross Blood Drive  
City Office Closed: President's Day  
Mabel-Canton School Board Referendum Mtg  
Regular City Council Meeting

February 10  
February 17  
February 19 @ 6 pm  
March 12 @ 6 p.m.

# Canton City Council Regular Meeting Minutes

## January 8, 2025

Members present: Kristy Ziegler, Jen Dowling, Jason Magnuson, George Hafner

City staff present: Anne Koliha, Barb Kerns, Jon Nordsving, Jim Davis

Visitor(s) present: Sabine Hafner, Carl Ernst, Mike Bubany (DDA), Ethan Becker (ABC 6 News)

Acting Mayor Ziegler called the regular meeting to order at 6:00 p.m.

Clerk Koliha delivered the Oaths of Office for Councilmember Dowling and Councilmember Hafner

Motion by Magnuson, seconded by Dowling to approve the agenda, motion carried.

### Consent Agenda

- a) Approval of December 11, 2024 Regular Meeting Minutes
- b) Approval of January Disbursements
- c) Approval to waive Town Hall rental fee for American Red Cross Blood Drive in February
- d) Approval of \$100 donation to Mabel-Canton Post Prom

Motion by Dowling, seconded by Magnuson to approve the consent agenda, motion carried.

### Council Board

- a) Consider Resolution 2025-01: Accepting Mayor Nordsving's resignation and declaring a vacancy

Motion by Magnuson, seconded by Dowling to approve Resolution 2025-01: Accepting Mayor Nordsving's resignation and declaring a vacancy; motion carried.

- b) Consider Resolution 2025-02: Filling Vacancy in the Office of Mayor

Motion by Dowling, seconded by Hafner to approve Resolution 2025-02: Filling Vacancy in the Office of Mayor; motion carried.

- c) Consider Resolution 2025-03: Filling Vacancy on the City Council

Motion by Dowling, seconded by Magnuson to approve Resolution 2025-03: Filling Vacancy on the City Council; motion carried.

**Public comments:** none

### Reports:

**Mayor:** Mayor Ziegler asked and reminded the residents of Canton to embrace changes occurring within the City and in regards to upcoming projects.

**Deputy Clerk:** Deputy Clerk Kerns gave reminder that with the new year upon us that pet licenses and golf cart/utv permits will need to be paid for 2025 and are available at City Hall.

**Clerk:** Clerk Koliha provided council with updated YTD Budgets for 2024 and stated things came in good with the budget. Koliha presented update regarding an animal-at-large ticket issued law enforcement has moved it forward and sent on to the State. WHKS is surveying around town for streets project and

has now had a meet with all utility companies to have them marking out all utilities throughout the city. Will be working on yearend reports as necessary and working on the audit.

**Public Works:** Nordsving reported on starting doing locates of water services around town for the streets project.

**Fire Department:** none

**Police:** written report provided

**Planning Commission:** none

**Other:**

**Old Business**

- a) Presentation by Mike Bubany of David Drown Associates regarding bond recommendations for interim financing for streets project  
Mike Bubany gave a presentation to the council regarding temporary financing options for engineering services for the streets project.

6:15 pm Ethan Becker (ABC 6 News) left the meeting

- b) Consider approval of Engagement letter with DDA for services  
Motion by Magnuson, seconded by Hafner to approve engagement letter with DDA for services; motion carried.
- c) Council action to decide method of bond sale: Competitive Sale OR Bank Placement
  - i. Resolution 2025-04: Competitive Sale OR Direct Bank Placement  
Motion by Magnuson, seconded by Hafner to approve Resolution 2025-04: Direct Bank Placement for Temporary General Obligation Utility Revenue Bond, Series 2025A; motion carried.

**New Business**

- a) Consider approval of Resolution 2025-05: Annual City Appointments for 2025  
Motion by Dowling, seconded by Magnuson to approve Resolution 2025-05: Annual City Appointments for 2025; motion carried.
- b) Consider approval of Resolution 2025-06: Authorized Signatures  
Motion by Dowling, seconded by Hafner to approve Resolution 2025-06: Authorized Signatures; motion carried.
- c) Consider approval to purchase 3 laptops for city staff  
Motion by Ziegler, seconded by Hafner to purchase 3 laptops from MiBroadband for city staff; motion carried.

Motion by Dowling, seconded by Magnuson to adjourn the meeting at 6:39 p.m.; motion carried.

**February 2025 Disbursements**

**General Fund**

Acentek	\$ 223.00	Phone & Internet Services (City Hall/Town Hall)
Canon Financial*	\$ 44.00	Copier monthly contract
MiEnergy	\$ 89.69	Electric: City Hall
MiEnergy	\$ 120.09	Electric: Town Hall
MiEnergy	\$ 34.05	Electric: Bus Shed
MiEnergy	\$ 483.19	Electric: Street Lights
MiEnergy	\$ 62.94	Electric: Welcome Sign
MiEnergy	\$ 33.29	Electric: Ball Field
MN Energy Resources*	\$ 134.78	Gas: City Hall
MN Energy Resources*	\$ 236.11	Gas: Maintenance Shop
MN Energy Resources*	\$ 412.51	Gas: Town Hall
Nordsving, Jon	\$ 50.00	Cell phone stipend
Tri-State Business Machines	\$ 56.55	Copier monthly contract
Wright Way Computers	\$ 42.00	Monthly computer services
Fillmore Co Journal	\$ 75.68	Notice of Vacant Council Seat
Fillmore Co Journal	\$ 27.90	Public Hearing Notice (Zoning Classification)
League of MN Cities Insurance	\$ 2,432.00	Workers Comp Insurance
S&A Petroleum	\$ 1,412.03	bulk gasoline and hose
Village Farm & Home	\$ 146.33	supplies
Roman Yoder	\$ 230.00	Animal control: trapping 2024
Nethercut Sschieber Attorneys	\$ 35.00	January legal fees
Kingsley Mercantile	\$ 44.95	garbage bags and cleaning supplies
Fillmore County Auditor-Treasurer	\$ 50.00	2025 Special Assessment Set-up
<b>Total General Fund Disbursements</b>	<b>\$ 6,476.09</b>	

**Water Fund**

Acentek	\$ 40.56	Phone dialer system
Gopher State One Call	\$ 72.95	Locate & 2025 Annual Facility Operator Fee
MiEnergy	\$ 656.10	Electric: Pump House
Frandsen Bank & Trust	\$ 15,198.75	Water Note (Final payment!!!!)
MN Rural Water Association	\$ 450.00	Annual membership for 2025
Team Lab	\$ 238.00	blue inverted spray paint for locates
League of MN Cities Insurance	\$ 360.00	Workers Comp Insurance
Dakota Supply Group	\$ 49.60	meter couplings
<b>Total Water Disbursements</b>	<b>\$ 17,065.96</b>	

**Mitson Fund**

MiEnergy	\$ 33.29	Electric: Mitson House
<b>Total Mitson Disbursements</b>	<b>\$ 33.29</b>	

**Sewer Fund**

Acentek	\$ 40.56	Phone: WWTF
MiEnergy	\$ 1,573.58	Electric: WWTF
Utility Consultants	\$ 434.88	Samples
League of MN Cities Insurance	\$ 319.00	Workers Comp Insurance
Village Farm & Home	\$ 69.55	supplies
Analytics Shop*	\$ 316.30	pH-combination electrode probe
<b>Total Sewer Disbursements</b>	<b>\$ 2,753.87</b>	

**Garbage Fund**

Richard's Sanitation	\$ 2,514.11	Monthly service charge
<b>Total Garbage Disbursements</b>	<b>\$ 2,514.11</b>	

**Fire Department**

Acentek	\$ 64.95	Internet services
MiEnergy	\$ 96.76	Electric: Fire Hall
MiEnergy	\$ 34.68	Electric: Cooler
MN Energy Resources*	\$ 345.39	Gas: Fire Hall
League of MN Cities Insurance	\$ 2,162.00	Workers Comp Insurance
Kyle Ryan	\$ 70.60	Oil for FD Pumper
Village Farm & Home	\$ 13.98	supplies
<b>Total Fire Department Disbursements</b>	<b>\$ 2,788.36</b>	

**Streets Project (Water & WWTF Systems)**

WHKS	\$ 6,210.00	Engineering (November 2024)
WHKS	\$ 6,210.00	Engineering (December 2024)
<b>Total Streets Project Disbursements</b>	<b>\$ 12,420.00</b>	

**Total Monthly Disbursements      \$ 44,051.68** \* EFT Payments



# City of Canton

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## Resolution #2025-07 A RESOLUTION OF APPOINTMENT TO FILL VACANCY ON THE CITY COUNCIL

**WHEREAS**, by Resolution # 2025-03, Canton City Council had declared a vacancy exists on the City Council, and;

**WHEREAS**, less than two years remained in the unexpired term of the vacant council seat; therefore pursuant to Minnesota Statute 412.02, subdivision 2a, the City Council shall appoint a person to serve the balance of the unexpired portion of the term in office.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Canton, Fillmore County, Minnesota:

1. The City Council appoints \_\_\_\_\_ to fill the vacant seat on the City Council position until December 31, 2026.

**Passed and adopted by the City Council of Canton, Minnesota this 12<sup>th</sup> day of February 2025.**

\_\_\_\_\_  
Kristy Ziegler, Mayor

**ATTEST:**

\_\_\_\_\_  
Anne Koliha, City Clerk

# City of Canton

## Resolution #2025-05 AMENDED RESOLUTION TO CERTIFY ANNUAL CITY APPOINTMENTS FOR 2025

Whereas, Minnesota State Statutes require that the city council shall annually, at its first meeting of each year, designate annual appointments;

Now, therefore, be it resolved by the Canton City Council as follows:

The following appointments are hereby approved, effective immediately upon adoption:

Acting Mayor	Jason Magnuson
Official Newspaper	Fillmore County Journal
Official Depository	First Southeast Bank
City Attorney	Nethercut Schieber
City Auditor	Smith Schafer
Authorized Signatures	Anne Koliha, Barb Kerns, Kristy Ziegler, Jason Magnuson
Fire Chief	Kyle Ryan
Assistant Fire Chief	Jeremy Hanson
Regular Meeting Night	Second Wednesday of the month
Regular Meeting Time	6 p.m.
Regular Meeting Location	Canton Town Hall, 107 N Ash St.
Polling Place	Balloting by mail precinct
Posting Place	Canton City Hall, 106 N Main St.
Personnel Committee	Kristy Ziegler, Jen Dowling
Utilities Committee	Jason Magnuson, George Hafner
Streets Committee	_____, George Hafner
Parks/Rec Committee	Jen Dowling, _____
Finance Committee	Kristy Ziegler, Jason Magnuson
Planning Committee	Jim Davis, George Hafner, Josh Nordsving
Zoning Administrator	Clerk Anne Koliha
Standard Mileage Rate	Current 2025 IRS Rate

Passed and adopted by the Canton City Council this 12<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Kristy Ziegler, Mayor

ATTEST:

\_\_\_\_\_  
Anne Koliha, City Clerk

City of Canton, Minnesota

First Southeast Bank, Harmony, MN

\$1,374,000

Temporary General Obligation Utility Revenue Bonds, Series 2025A



**MINNESOTA RURAL WATER ASSOCIATION - MEGA LOAN  
w MN State PFA Credit Enhancement**

**Uses of Funds**

Pre-Project Engineering Expenses	1,350,000.00
Other	-
<b>Total Project Costs</b>	<b>1,350,000.00</b>
Underwriter's Discount Allowance	0.00%
Unused Discount to D/S Fund	-
Fiscal Fee (DDA)	14,750.00
Bond Counsel Services (Fryberger)	5,400.00
Printing & Misc (DDA)	1,250.00
Pay Agent (Northland Bond Services)	750.00
Sponsor Fee (MRWA)	1,350.00
State Fee* (DDA)	500
Rounding	-
Capitalized Interest (to D/S Fund)	-
	<b>1,374,000.00</b>

\* State fee prepaid by DDA

**Sources of Funds**

Bond Issue	1,374,000.00
Other	-
	<b>1,374,000.00</b>

**Bond Details**

PFA Resolution	1/8/2025
Sales Resolution	2/12/2025
Dated Date	2/26/2025
Closing Date	2/26/2025
1st Interest Payment	8/1/2025
Proceeds spent by:	12/31/2026
Purchase Price	1,374,000.00
Net Interest Cost	181,196.25
<b>Net Effective Rate</b>	<b>4.5000%</b>
Average Coupon	4.5000%
Call Option	callable at anytime
Weighted Avg. Maturity	2.931
Average Life	2.931
Bond Yield for Arbitrage	4.5011%
Purchaser	First Southeast Bank, Harmony, MN
Bond Counsel	Fryberger & Buchanan
Rating Agency	Non Rated
Pay Agent	Northland Bond Services
Tax Status	Tax Exempt, Bank Qualified
Continuing Disclosure	None, Audits within 180 days upon Request
Rebate	Small Issuer
Statutory Authority	444, 475

**Cashflow Schedule**

<i>Cashflow Schedule</i>						
12-Month Period ending	Principal	Coupon	Interest	Payment Total	PLUS 5%	Pay Agent
2/26/2025 <i>Dated Date</i>						
2/1/2026	-	4.50%	57,536	57,536	60,413	395
2/1/2027	-	4.50%	61,830	61,830	64,922	395
2/1/2028	1,374,000	4.50%	61,830	1,435,830	1,507,622	-
	<b>1,374,000</b>		<b>181,196</b>	<b>1,555,196</b>	<b>1,632,956</b>	<b>790</b>

Collection Year	<i>Account Balances</i>		
	System Revenues	Long Term Financing & Grants	Coverage Revenues
			Initial Deposit to D/S Fund >
2025	57,931	-	2,877
2026	62,225	-	3,092
2027	61,830	1,374,000	71,792
	<b>181,986</b>	<b>1,374,000</b>	<b>77,760</b>

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**City of Canton, Minnesota**  
**Temporary General Obligation Utility Revenue Bonds, Series 2025A**  
**\$1,374,000**

**MASTER BOND PAYMENT SCHEDULE**

Paying Agent: Northland Bond Services

Payment Date	Principal	Interest Rates	Semi-annual Interest	Semi-Annual Payment	Payment Notation
February 26, 2025 <i>Dated Date</i>					
August 1, 2025			26,621.25	<b>26,621.25</b>	
February 1, 2026	-	4.50%	30,915.00	<b>30,915.00</b>	
August 1, 2026			30,915.00	<b>30,915.00</b>	
February 1, 2027	-	4.50%	30,915.00	<b>30,915.00</b>	
August 1, 2027			30,915.00	<b>30,915.00</b>	
February 1, 2028	1,374,000	4.50%	30,915.00	<b>1,404,915.00</b>	
	<b>1,374,000</b>		<b>181,196.25</b>	<b>1,555,196.25</b>	

Call Option: callable at anytime @ par plus acc'd interest  
 Bonds Dated: 2/26/2025



RESOLUTION NO. 2025-08

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND  
DELIVERY OF \$1,374,000 TEMPORARY GENERAL OBLIGATION  
UTILITY REVENUE BONDS, SERIES 2025A**

BE IT RESOLVED, by the Council (the "Council") of the City of Canton, Fillmore County, Minnesota (the "Issuer"), as follows:

Section 1. Purpose, Authorization, and Award.

1.01 Authority.

A. Under and pursuant to Minnesota Statutes, Chapter 475, and Sections 444.075 and 475.61 (collectively, the "Act"), the Issuer is authorized to issue temporary general obligation bonds for the purpose of financing certain costs associated with public infrastructure improvements to water, sanitary sewer, and storm sewer facilities (the "Facilities") and to pay costs associated with the issuance of such bonds.

B. The Council determines that it is necessary, expedient, and in the best interests of the Issuer's residents that the Issuer, as permitted by the Act, issue, sell, and deliver its \$1,374,000 Temporary General Obligation Utility Revenue Bond, Series 2025A (the "Bond"), for the purpose of temporarily financing certain costs associated with public infrastructure improvements to its Facilities, and to pay costs associated with the issuance of the Bond (the "Project").

C. The principal of and interest the Bond shall be paid primarily from Net Revenues (as defined herein) of the Issuer's municipal water and wastewater systems (the "Utilities"), anticipated grant funding, and long-term definitive bonds or additional temporary obligations which the Issuer shall offer for sale in advance of the maturity of the Bond (the "Permanent Obligations").

1.02 Municipal Advisor. Section 475.60, Subdivision 2(9) of the Act waives the requirement for a public sale of obligations when a municipality has retained an independent financial advisor. The Issuer has retained the services of David Drown Associates, Inc., as its municipal advisor.

1.03 Award of Sale. The Issuer has received an offer from First Southeast Bank in Harmony, Minnesota (the "Purchaser"), to purchase the Bond at a cash price of \$1,374,000.00, plus accrued interest to the date of delivery of the Bond, if any, upon condition that the Bond matures and bears interest at the time and annual rate set forth in Section 2. The Issuer, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is accepted. All actions of the Mayor and Clerk taken with regard to the sale of the Bond are ratified and approved.

Section 2. Terms of the Bond.

2.01 Date and Maturities.

A. The Bond to be issued hereunder shall be issued as a fully-registered bond designated "\$1,374,000 Temporary General Obligation Utility Revenue Bond, Series 2025A," dated the date of delivery to the Purchaser in exchange for the purchase price of the Bond, issued in the denomination of \$1,374,000, and lettered and numbered R-1.

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

Year	Amount	Interest Rate
2028	\$1,374,000	4.50%

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

2.02 Prepayment. The Bond is callable and subject to prepayment on any date at a price of par plus accrued interest.

2.03 Payment Dates.

A. The interest on the Bond shall be payable semiannually on February 1 and August 1 of each year commencing on August 1, 2025 (each referred to herein as an "Interest Payment Date"). Interest will be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

B. The Registrar designated below shall make all interest payments with respect to the Bond by check or draft mailed to the registered owner of the Bond shown on the Bond registration records maintained by the Registrar at the close of business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owner's address shown on such Bond registration records.

2.04 Preparation and Execution.

A. The Bond shall be prepared for execution in accordance with the approved form and shall be signed by the manual signature of the Mayor and attested by the manual signature of the Clerk. The corporate seal of the Issuer may be omitted from the Bond as permitted by law. In case any officer whose signature shall appear on the Bond shall cease to be an officer before delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

B. The Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota (“Bond Counsel”), which is to be complete thereof and cause the opinion to be attached to the Bond.

2.05 Registrar. The City Council hereby appoints Northland Bond Services, Inc. of Minneapolis, Minnesota, as registrar, authenticating agent, paying agent, and transfer agent for the Bond (the “Registrar”). The Bond shall not be valid or obligatory for any purpose unless and until the Bond has been executed by the manual signature of at least one officer of the Issuer or the Registrar’s Authentication Certificate on the Bond, substantially set forth in this resolution, shall have been duly executed by an authorized representative of the Registrar. Authentication certificates on different bonds need not be signed by the same representative. The executed Authentication Certificate or manual signature of an officer of the Issuer on the Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

2.06 Registered Owner. The Bond shall be registered in the name of the Purchaser.

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

2.08 Payment.

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

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

2.09 Delivery. Delivery of the Bond and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. A typewritten and executed Bond shall be furnished by the Issuer without cost to the Purchaser. The Bond, when prepared in accordance with this resolution and executed, shall be delivered by or under the direction of the Clerk to the Purchaser upon receipt of the purchase price plus accrued interest, if any.

Section 3. Form of the Bond.

3.01 The Bond shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
FILLMORE COUNTY

R-1

\$1,374,000

CITY OF CANTON  
TEMPORARY GENERAL OBLIGATION UTILITY REVENUE BOND,  
SERIES 2025A

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
4.50%	February 1, 2028	February 26, 2025

REGISTERED OWNER: FIRST SOUTHEAST BANK

PRINCIPAL AMOUNT: ONE MILLION THREE HUNDRED SEVENTY  
FOUR THOUSAND DOLLARS

The City of Canton, Fillmore County, Minnesota (the "Issuer"), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on August 1, 2025, at the rate per annum specified above, calculated on the basis of a 360-day year, consisting of twelve 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the main office of Northland Bond Services, Inc., of Minneapolis, Minnesota, as Registrar, authenticating agent, paying agent and transfer agent (the "Registrar"), or at the office of such successor Registrar as may be designated by the governing body of the Issuer. The Registrar shall make all payments with respect to this Bond directly to the registered owner hereof shown on the Bond registration records maintained on behalf of the Issuer by the Registrar at the close of business on the 15th day of the month next preceding the payment date (whether or not a business day) at such owner's address shown on said Bond registration records, without, except for payment of principal of this Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligation of the Issuer to the extent of the payments so made. The final payment of principal on this Bond shall be made upon presentation and surrender of this Bond to the Registrar when due.

The Issuer has qualified this Bond for participation in the State of Minnesota Public Facilities Credit Enhancement Program under which the State of Minnesota guaranties payment of city debt obligations pursuant to Minnesota Statutes, Section 446A.086. If the Issuer is unable to make any portion of the principal or interest payments on the Bond as they become due, the State of Minnesota has agreed to make such payment in the Issuer's place.

For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the Issuer are irrevocably pledged. The Issuer has designated the Bond as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond comprises the entire series issued by the Issuer in the aggregate amount of \$1,374,000, pursuant to the authority contained in Minnesota Statutes, Chapter 475, and Sections 444.075 and 475.61, and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the Issuer on February 12, 2025 (the "Resolution"), for the purpose of temporarily financing certain costs associated with public infrastructure improvements to its Facilities (as defined in the Resolution), and to pay costs associated with the issuance of the Bond (the "Project"). The principal of and interest on this Bond is payable from net revenues (the "Net Revenues") derived from the operation of the Issuer's municipal water and wastewater systems (the "Utilities") in excess of normal, reasonable, and current costs of the operation and maintenance of the Utilities. The Issuer has covenanted and agreed that it will impose and collect just and equitable charges for all use and for the availability of all Facilities of the Utilities at the times and in the amounts required to pay the normal, reasonable, and current expenses of operating and maintaining the Utilities, and also to produce Net Revenues, which will be at least adequate at all times to pay the principal and interest due on the Bond. Reference is made to the Resolution for a full statement of rights and powers thereby conferred.

In the Resolution the Issuer has covenanted and agreed that if this Bond cannot be paid at maturity from the pledged revenues or from other funds appropriated by the governing body of the Issuer, this Bond will be paid from the proceeds of additional definitive obligations which will be issued and sold prior to the maturity date of this Bond. The holder of this Bond shall have and may enforce, by mandamus or other appropriate proceedings, all rights respecting the levy and collection of taxes that are granted by law to holders of permanent bonds, except the right to require the levies to be collected prior to the maturity of this Bond. If this Bond is not paid in full at maturity, the holder hereof may require the issuance in exchange for it, at par, of a new temporary bond maturing within one year from its date of issue but not subject to any other maturity limitation, and bearing interest at the maximum rate permitted by law. Reference is made to the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The principal amount evidenced by this Bond was drawn upon by Issuer in accordance with the Loan Agreement between Issuer and the Purchaser (as defined in the Resolution) dated as of the date of the date hereof.

The Bond is callable and subject to prepayment on any date at a price of par plus accrued interest.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the Issuer in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the limits of the Issuer is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount and that the issuance of this Bond does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Canton, Fillmore County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the signature of the Mayor and attested by the signature of the Clerk.

ATTEST:

(form-no signature needed) Clerk                      (form-no signature needed) Mayor

Date of Authentication: \_\_\_\_\_

REGISTRAR'S AUTHENTICATION CERTIFICATE

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

NORTHLAND BOND SERVICES, INC.  
Registrar

By \_\_\_\_\_  
Authorized Representative

REGISTRATION CERTIFICATE

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

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
2/26/2025	First Southeast Bank PO Box 429 3 Main Ave N Harmony, MN 55939 Federal Tax I.D. No.: 41-0300300	<i>(form-no signature required)</i>

ASSIGNMENT

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

\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
\_\_\_\_\_  
Social Security or Other  
Identifying Number of Assignee

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

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

THIS INSTRUMENT HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE, OR TRANSFERRED, WITHOUT (i) AN OPINION OF COUNSEL THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED AND UNDER APPLICABLE STATE SECURITIES LAWS, OR (ii) SUCH REGISTRATION. THE TRANSFERABILITY OF THIS INSTRUMENT IS SUBJECT TO RESTRICTIONS REQUIRED BY (1) FEDERAL AND STATE SECURITIES LAWS GOVERNING UNREGISTERED SECURITIES; AND (2) THE RULES, REGULATIONS, AND INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH LAWS. THIS INSTRUMENT HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF MINNESOTA STATUTES OR OTHER APPLICABLE STATE BLUE SKY LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

Section 4. Covenants, Accounts and Tax Levies.

4.01 Utility Fund. The Issuer covenants and agrees with the holder of the Bond and with its taxpayers as follows:

(i) It will impose and collect just and equitable charges for all use and for the availability of all Facilities of the Utilities at the times and in the amounts required to pay the normal, reasonable, and current expenses of operating and maintaining such Utilities, and also to produce Net Revenues (defined below), which together with other funds of the Issuer pledged herein, will be at least adequate at all times to pay the principal and interest due on the Bond and on all other notes and bonds heretofore or hereafter issued and made payable from said Net Revenues, and will operate the Utilities and segregate and account for the revenues thereof as provided in this Section.

(ii) It will place all such charges for the use and availability of the Utilities, when collected, and all money received from the sale of any Facilities or equipment of the Utilities in the utility fund previously established for the Utilities (the "Utility Fund"). Except as provided in this Section, this fund shall be used only to pay claims duly approved and allowed for payment of expenses which, under generally accepted accounting principles, constitute normal, reasonable, and current expenses of operating and maintaining the Utilities, and to maintain such reasonable reserves for such expenses as the City Council shall determine to be necessary from time to time. Sums in excess of those required to make such payments and maintain such revenues constitute the net revenues



("Net Revenues") a portion of which are herein pledged and appropriated to pay the principal of and interest when due on the Bond.

(iii) Surplus revenues of the Utilities from time to time received in the Utility Fund, in excess of payments due from and reserves required to be maintained in the Utility Fund and in the Debt Service Fund, may be used for necessary capital expenditures for the improvement of the Utilities, for the prepayment and redemption of notes and bonds constituting a lien on the Utilities, and for any other proper municipal purpose consistent with policies established by resolution of the City Council.

4.02 Fund. There is created a special fund to be designated the "2025A Temporary General Obligation Utility Revenue Bond Fund" (the "Fund") to be administered and maintained by the Clerk as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until the Bond and the interest thereon have been fully paid. There shall be established and maintained in the Fund two separate accounts, to be designated the "Construction Account" and "Debt Service Account," respectively:

A. *Construction Account*. On receipt of the purchase price of the Bond, the Issuer shall credit proceeds from the sale of the Bond, less any amounts used to pay part of the interest of the issue as allowed by Minnesota Statutes Section 475.56 (the "Additional Interest"), and less any accrued interest paid by the Purchaser upon closing and delivery of the Bond (the "Accrued Interest"), and less any rounding amount (the "Rounding Amount"), to the Construction Account. Proceeds from the Bond on deposit in the Construction Account, along with other monies of the Issuer available therefor, shall be used from time to time to pay, or reimburse the Issuer for payment of, the capital costs of the Project and costs of legal, financial advisory, and other professional services, printing and publication costs, and costs of issuance of the Bond, and interest due on the Bond prior to completion of the Project, as such become due.

B. *Debt Service Account*. The Debt Service Account shall be administered and maintained by the Clerk as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Debt Service Account shall be maintained in the manner herein specified until the principal of the Bond and the interest thereon have been fully paid:

(i) There is pledged and appropriated and there shall be credited to the Debt Service Account: (A) the Accrued Interest and the Additional Interest, if any; (B) the Rounding Amount, if any; (C) Net Revenues of the Utilities in such amounts, which will be sufficient along with the Permanent Obligations to pay the principal of and interest on the Bond when due; (D) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (E) proceeds of the Permanent Obligations; (F) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Debt Service Account; and (G) investment earnings on the monies identified in the foregoing clauses (A) through (F). The proceeds of the Bond described in clauses (A) and (B) of the preceding sentence shall be used for payment of interest on the Bond.

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

(iii) Prior to each Interest Payment Date, the Clerk shall transfer to the Debt Service Account amounts of Net Revenues of the Utilities which are sufficient, along with funds then on deposit in the Debt Service Account, for the payment of all interest and principal then due on the Bond.

(iv) If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bond, the Clerk shall nevertheless provide sufficient money first from the Construction Account, second from the Utility Fund, and third from any other funds of the Issuer which are available for that purpose, and such other funds shall be reimbursed from the Debt Service Account when the balance therein is sufficient. All such reimbursements shall comply with Treasury Regulations, Section 1.150-2.

C. *Surplus Revenues.* Surplus revenues of the Utilities from time to time received in the Fund, in excess of payments due from and reserves required to be maintained in the Fund and in the Debt Service Account, may be used for necessary capital expenditures for the improvement of the Utilities, for the prepayment and redemption of notes and bonds issued pursuant to Section 444.075 of the Act, and for any other proper municipal purpose consistent with law and policies established by resolution of the Issuer.

D. *Investments.* Monies on deposit in the Fund and accounts therein may, at the discretion of the Issuer, be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as will permit for payment of the principal and interest on the Bond when due.

#### 4.03 No Tax Levy.

A. It is determined that the estimated Net Revenues of the Utilities, the proceeds of any Permanent Obligations, and other funds of the Issuer pledged and appropriated for payment of principal and interest on the Bond will produce at least five percent in excess of the amount needed to meet when due, the principal and interest payments on the Bond and that no tax levy is needed at this time.

B. It is recognized that the Issuer's liability on the Bond is not limited to the Net Revenues of the Utilities so pledged, and the City Council covenants and agrees that in the event of any current or anticipated deficiency in Net Revenues of the Utilities, it will levy upon all taxable property within the Issuer and cause to be extended, assessed, and collected, any additional

taxes found necessary for full payment of the principal of and interest on the Bond, without limitation as to rate or amount.

4.04 Definitive Bonds. In accordance with its statutory duties under Minnesota Statutes, Section 475.61, the Issuer covenants and agrees with the holders of the Bond that if the Bond cannot be paid at maturity from the Net Revenues and Permanent Obligations or from other funds appropriated by the Issuer, the Bond will be paid from the proceeds of permanent bonds which the City Council shall offer for sale in advance of their maturity but the indebtedness funded by the Bond shall not be extended by the issue of additional temporary bonds for more than six years from the date of the Bond. The holder of the Bond shall have and may enforce, by mandamus or other appropriate proceedings, all rights respecting the levy and collection of taxes that are granted by law to holders of permanent bonds, except the right to require the levies to be collected prior to the maturity of the Bond. If the Bond is not paid in full at maturity, the holder may require the issuance in exchange for them, at par, of new temporary bonds maturing within one year from their date of issue but not subject to any other maturity limitation, and bearing interest at the maximum rate permitted by law

Section 5. Tax Covenants. A. The Issuer covenants and agrees with the holders of the Bond that the Issuer will (i) take all action on its part necessary to cause the interest on the Bond to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bond and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bond to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bond and investment earnings thereon on certain specified purposes.

B. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the Issuer finds, determines and declares:

- (i) the Issuer is a governmental unit with general taxing powers;
- (ii) the Bond is not a “private activity bond;”
- (iii) 95% or more of the net proceeds of the Bond are to be used for local governmental activities of the Issuer; and
- (iv) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Bond is issued is not reasonably expected to exceed \$5,000,000.

C. In order to qualify the Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, the Issuer makes the following factual statements and representations:

- (i) the Bond is not a “private activity bond” as defined in Section 141 of the Code;

(ii) the Issuer designates the Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;

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

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

Section 6. Certificate of Proceedings; Miscellaneous.

6.01 The Clerk or its designee is directed to file with the County Auditor a certified copy of this resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bond herein authorized has been duly entered on the County Auditor’s register.

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

6.03 In the event of the absence or disability of the Mayor or the Clerk, such officers or members of the Issuer as in the opinion of the Issuer’s attorney may act on their behalf shall, without further act or authorization, execute and deliver the Bond, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

6.04 Offering Materials. The Mayor and Clerk are hereby authorized and directed to certify that they have examined the Offering Circular prepared and circulated in connection with the issuance and sale of the Bond and that to the best of their knowledge and belief the Offering Circular is a complete and accurate representation of the facts and representations made therein as of the date of the Offering Circular.

Section 7. Pre- and Post-Issuance Compliance Policy and Procedures. The Issuer has been provided with a Pre- and Post-Issuance Compliance Policy and Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The Issuer hereby approves the Policy and Procedures which have been presented to the City Council.

The Clerk is designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Section 8. Loan Agreement. The proceeds of the Bond will be advanced to the Issuer in accordance with the terms of this Resolution and with a Loan Agreement between the Issuer, and the Purchaser (the "Loan Agreement"). The Mayor and Clerk of the Issuer are hereby authorized and directed to execute the Loan Agreement substantially in the form currently on file in the office of the Issuer.

Section 9. Minnesota Public Facilities Authority Credit Enhancement Program.

A. The Issuer has heretofore covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 446A.086, and hereby ratifies the same. The Issuer has entered into the State of Minnesota Public Facilities Authority Credit Enhancement Program Agreement (the "PFA Agreement") with the Minnesota Public Facilities Authority (the "PFA"), which is incorporated by reference as if fully set forth herein.

B. The Issuer understands that as a result of its entering into the PFA Agreement, the provisions of Minnesota Statutes, Section 446A.086, shall be binding as long as any portion of the Bond remains outstanding.

C. The Registrar is authorized and directed to notify the Minnesota Commissioner of Finance if it becomes aware of a potential default in the payment of principal or interest on the Bond or if, on the day two business days prior to the date a payment is due on the Bond, there are insufficient funds to make that payment on deposit with the Registrar.

Adopted: February 12, 2025

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

## LOAN AGREEMENT

This Loan Agreement is made as of this 26th day of February, 2025, by and between the City of Canton, Fillmore County, Minnesota (the "City") and First Southeast Bank of Harmony, Minnesota (the "Lender").

### RECITALS

WHEREAS, the City desires to obtain a loan from the Lender to be evidenced by the City's \$1,374,000 Temporary General Obligation Utility Revenue Bond, Series 2025A, dated February 26, 2025 (the "Bond"). The proceeds of such loan shall be used for public purposes, including temporarily financing certain costs associated with public infrastructure improvements to its utility systems' facilities, and to pay costs associated with the issuance of the Bond (the "Project") as more fully described in the City's resolution adopted on February 12, 2025 (the "Resolution"); and

WHEREAS, the parties hereto desire to set out the terms and conditions of such loan and the Bond and the terms and conditions of advancing funds pursuant to the Bond.

NOW, THEREFORE, it is hereby agreed as follows:

1. The City agrees to issue the Bond to the Lender and the Lender agrees that such loan will be repaid with interest at the rate of 4.50% per annum in accordance with the terms and conditions of the Bond set forth in the Resolution.

2. The Lender shall agree to accept the debt instrument for investment and not with a present view to the distribution, transfer, or resale thereof. The Lender intends to hold and book the Bond as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Bond" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933.

3. The Lender agrees to hold the Bond for its own account until its maturity or early redemption and does not intend to dispose of all or any portion of such Bond and understands that transfer of such Bond is restricted pursuant to the terms of the Resolution, the Bond, and this Loan Agreement.

4. On the date of issuance of the Bond, the Lender shall advance the entire loan amount of \$1,374,000 in exchange for delivery of the Bond by the City.

5. All capitalized terms not defined herein shall have the meaning, as defined, in the Resolution.

This Agreement is dated as of the date and year first above written.

CITY OF CANTON, MINNESOTA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Clerk

[Signature page to Loan Agreement dated February 26, 2025, by and between the City of Canton, Minnesota, and the First Southeast Bank, Harmony, Minnesota]

This Agreement is dated as of the date and year first above written.

FIRST SOUTHEAST BANK

By \_\_\_\_\_  
Its \_\_\_\_\_



**CITY OF CANTON, MINNESOTA  
PRE- AND POST-ISSUANCE COMPLIANCE POLICY AND PROCEDURES**

**I. DEFINITIONS**

For purposes of this policy and procedure, the following capitalized terms have the meanings given:

Bond Counsel: the firm of Fryberger, Buchanan, Smith & Frederick, P.A., of Duluth, Minnesota, or any other firm of nationally recognized bond counsel experienced in tax-exempt financing, selected by the Issuer.

Code: the Internal Revenue Code of 1986, as amended.

Compliance Officer: the Clerk of the Issuer, or any other person designated in writing by the Clerk or by resolution of the governing body of the Issuer.

Declaration: an official action by the Issuer of its intent to reimburse itself for previously paid expenditures out of the proceeds of subsequently issued tax-exempt Obligations.

Designees: one or more employees or consultants under the supervision of the Compliance Officer.

EMMA: the Electronic Municipal Market Access system of the MSRB.

Issuer: the City of Canton, Minnesota.

MSRB: the Municipal Securities Rulemaking Board, or any successor to its functions.

Obligations: the Issuer's existing, proposed and future obligations on which it is directly obligated.

Official Statement: collectively, preliminary and final Official Statements, remarketing circulars or offering memoranda used in connection with the offering of Obligations.

Treasury Regulations: regulations promulgated by the IRS under the Code.

VCAP: the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program.

**II. STATEMENT OF PURPOSE**

This document sets forth specific policies of the Issuer designated to monitor pre- and post-issuance compliance by the Issuer with provisions of the Code and Treasury Regulations applicable to the Obligations.

This policy and procedure documents various procedures and systems implemented or to be implemented by the Issuer and in order to identify on a timely basis facts relevant to compliance with the requirements that must be satisfied prior and subsequent to the issuance of Obligations in order that the interest on such Obligations be, or continue to be, or would be but for certain

provisions of the Code, excludable from gross income for federal income tax purposes. The Issuer recognizes that compliance with applicable provisions of the Code and Treasury Regulations is an on-going process, necessary during the entire term of the Obligations, and an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of this policy and procedure will require on-going monitoring and, likely, consultation with Bond Counsel beyond the scope of its initial engagement with respect to the issuance of particular Obligations.

### **III. PROCEDURES APPLICABLE TO DIRECT OBLIGATIONS OF THE ISSUER**

#### **A. Monitoring of Post-Issuance Compliance**

Monitoring of pre- and post-issuance compliance for tax-exempt Obligations will be the responsibility of the Compliance Officer. The Compliance Officer may appoint Designees to carry out certain duties under this policy and procedure on his or her behalf in the same manner and with the same effect as any similar designation for any other purpose permitted by law.

#### **B. Compliance with Covenants in Bond Documents**

The Compliance Officer shall monitor compliance with all financial and operational covenants made by the Issuer in the documents relating to the issuance of the Obligations, including but not limited to financial reporting and restrictions on incurring additional indebtedness.

#### **C. Federal Tax Law Compliance**

1. Issue Price. An issue of obligations is a good candidate for a negotiated sale if the Issuer has not issued its direct obligations in a significant period of time; the Issuer has not traditionally sought a credit rating; the issue is relatively small and as a result the costs of issuance of a competitive sale are unduly burdensome; or the restructuring of debt to be refunded or refinanced and extending repayment and targeting specific debt service and tax levy thresholds requires a fair amount of tinkering and dialogue with both the Issuer and the investors, which is much easier to accomplish with the flexibility of a negotiated pricing.
  - a. In conjunction with the negotiated sale of any direct obligations of the Issuer, the Compliance Officer shall, or shall request the Issuer's independent financial advisor to, monitor the issue price of any direct obligations of the Issuer in accordance with the Government Finance Officers Association's Best Practice relating to Pricing Bonds in a Negotiated Sale.
  - b. In the event the Issuer's independent financial advisor is unavailable, the Issuer will request the purchaser to provide ongoing information to the Issuer about how the market for obligations such as the ones the Issuer is contemplating is changing and how it will impact the rates, especially in the weeks leading up to the sale. In addition, the Issuer will request that

the purchaser, during the pricing process, provide “comparables” to the Issuer, for purposes of comparing the pricing on the obligations against other similarly rated issues in the market, including trades posted on EMMA.

2. Proper Use of Proceeds. The Compliance Officer shall monitor the use of proceeds of the Obligations so that such proceeds are allocated to expenditures in a manner that is consistent with the purpose for which each issue of Obligations is undertaken, as set forth in any tax compliance certificate or agreement related to each issue of Obligations.
3. Investment of Bond Proceeds. The Compliance Officer shall monitor the investment of proceeds of the Obligations to ensure that such proceeds are invested in investments that are permissible under Minnesota Statutes, Chapter 118A, the documents relating to the issuance of the Obligations and any applicable federal tax.
4. Arbitrage Rebate. The Compliance Officer shall monitor the expenditures of proceeds of the Obligations to verify compliance with available exceptions to the arbitrage rebate requirements of the Code and Treasury Regulations. If the Obligations do not qualify for an exception, the Compliance Officer shall see to the timely completion of arbitrage rebate calculations, filings and payment to the United States Department of the Treasury of any required arbitrage rebate payments.
5. Yield Reduction Payments and Calculations. The Compliance Officer shall consult with Bond Counsel prior to the calculation of yield reduction payments, filings and payment to the United States Department of the Treasury of any required yield reduction payments.
6. Post-Issuance Transactions. The Compliance Officer shall consult with Bond Counsel as follows:
  - a. before making any modifications or amendments to the documents for an issue of Obligations, including, but not limited to, entering or modifying investment agreements; making any change in security for the Obligations; engaging in post-issuance credit enhancement transactions (e.g., bond insurance, letters of credit) or hedging transactions (e.g., interest rate swaps, caps); terminating or appointing successor trustees; releasing any liens; or reissuing the Obligations; and
  - b. in the event the Issuer determines to change the use of any facilities financed with an issue of Obligations. For purposes of the foregoing, “change of use” includes the lease, management or use of any portion of the financed facilities by a person or entity other than the Issuer.
7. Remedial Action. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance

requirements (such as remedial actions under Section 1.141-12 of the Regulations and VCAP). In the event that it is determined that any use of proceeds of or facilities financed by the Obligations is inconsistent with the character of the status for federal income tax purposes of the Obligations, the Compliance Officer shall consult with Bond Counsel for the purpose of determining the nature and extent of any remedial action necessary or proper for the Issuer to take with respect to such Obligations, including participation in VCAP.

8. Tax Credit Bonds. The Compliance Officer will consult with Bond Counsel regarding federal income tax requirements unique to any tax credit bonds issued by the Issuer and any monitoring procedures that need to be put into place by the Issuer in order to achieve tax compliance.

**D. Federal Securities Law Compliance**

1. General. The Compliance Officer shall monitor compliance with all applicable federal securities laws and regulations, including the continuing disclosure requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.
2. Official Statements. The Compliance Officer shall monitor compliance with all applicable federal securities laws and regulations and shall timely identify those who, for a particular financing, are appropriate to assist Bond Counsel, underwriter(s), underwriter's counsel, financial advisors, and appropriate staff in the preparation and review of the related Official Statement. Staff identified to assist with preparation or review of the Official Statement shall be contacted as soon as reasonably practical in order to provide adequate time for such individuals to perform a thoughtful and critical review or draft of those portions of the Official Statement assigned to them.
  - a. Any request to assist with preparation or review of the Official Statement shall provide that the person assisting must raise any item which could be material for inclusion in the Official Statement.
  - b. The Issuer's external auditors should be notified of the Issuer's schedule for publishing the Official Statement.
  - c. Confirmation that no material changes exist with respect to Official Statements shall be requested from counsel to the Issuer.
3. Continuing Disclosure. The Compliance Officer will review each continuing disclosure undertaking of the Issuer to determine the financial and operating information required to be filed annually by the Issuer with the MSRB on EMMA. The Compliance Officer shall:
  - a. on an annual basis, submit the Issuer's audited financial statements to the entities required by the applicable continuing disclosure undertaking and documents relating to the Obligations;

- b. at such times required by any continuing disclosure undertaking, submit an annual financial report including any operational information required by a continuing disclosure undertaking, to the entities required by the applicable continuing disclosure undertaking and documents relating to the Obligations; and
  - c. make a timely report of any significant material events (as defined by the applicable disclosure agreement) related to the Issuer's outstanding Obligations to the entities required by the documents relating to the Obligations.
4. Material Events.
- a. The Compliance Officer shall make a timely report of any significant material events (as defined by the applicable disclosure undertaking) related to the Issuer's outstanding Obligations to the MSRB on EMMA and any other entities required by the documents relating to the Obligations.
  - b. If the Compliance Officer obtains actual knowledge of the occurrence of any event that the Compliance Officer believes may constitute an event requiring disclosure, the Compliance Officer will contact Bond Counsel to determine if notice of the event is required to be given to the MSRB under the continuing disclosure undertakings. If it is determined that notice should be provided to the MSRB or is required to be provided to the MSRB by the continuing disclosure undertaking, the Compliance Officer will cause the appropriate notice to be filed with the MSRB on EMMA within 10 business days after the occurrence of the event or as otherwise directed by Bond Counsel.

**E. Recordkeeping**

1. Responsibility for Records Maintenance

- a. The Compliance Officer is responsible for maintaining records related to Obligations of the Issuer.
- b. The Compliance Officer shall maintain a central list of the records related to each issue of tax-exempt Obligations. The list shall identify all physical or electronic locations for any records relating to an issue of Obligations and the person or persons responsible for maintaining such records.

2. Bond Records to be Maintained

- a. The following records shall be maintained for each outstanding issue of Obligations for the term of the outstanding issue plus three years:

- i. basic records relating to the transaction, including the trust indenture, loan, lease or other financing agreement, the relevant IRS Form 8038-G with proof of filing, and Bond Counsel opinion (such documents may be held in the form of a bond transcript); and
  - ii. documentation pertaining to investment of the proceeds of the Obligations, including the yield calculations for each class of investments, actual investment income received from the investment of proceeds and rebate calculations shall be held in and maintained by the Compliance Officer's office.
  - iii. log of all individuals, departments or affiliates that were requested to review or draft information in connection with an Official Statement;
  - iv. disclosure documents, investor materials, rating agency presentation materials, annual continuing disclosure filings and records of all disclosure activities, including but not limited to telephone calls, emails and inquiries from investors.
- b. The Compliance Officer shall maintain the Issuer's audited financial statements for not less than seven years.

**F. Bond Counsel Review.**

The Compliance Officer may engage Bond Counsel or the Issuer's independent financial or municipal advisor to assist in implementing this policy and procedure, including, but not limited to, assistance in the following areas:

1. rebate calculations and compliance;
2. records retention;
3. periodic review of the central list of records related to any Obligations for compliance with federal tax laws regarding private business use;
4. other federal tax law compliance, including any annual reporting requirements that may be imposed by the IRS;
5. federal securities law compliance.

**G. Training Requirements**

If recommended by Bond Counsel or at the discretion of the Compliance Officer, the Compliance Officer and his or her Designees shall undergo training regarding basic federal tax and securities law concepts relating to tax-exempt Obligations, disclosure documents and records required to be maintained under this policy and procedure. Bond Counsel may be engaged to provide such training.

## **H. Annual Review**

On an annual basis, or sooner if deemed necessary by the Compliance Officer, the Compliance Officer shall review this policy and procedure and assess the Issuer's compliance with this policy and procedure. The Compliance Officer shall make changes to this policy and procedure as appropriate to ensure compliance with any covenants in the documents relating to the Obligations or the requirements of federal tax and securities laws and any other applicable law.

## **I. Reimbursement Bond Rules**

The Treasury Regulations applicable to the reimbursement of expenditures from proceeds of tax-exempt Obligations, in the situations in which they apply, require the Issuer to have made a Declaration. The Compliance Officer is authorized to make the Issuer's Declarations or to delegate from time to time that responsibility to other appropriate employees under his or her supervision. Each Declaration shall comply with the requirements of the Treasury Regulations, including without limitation the following:

1. Each Declaration shall be made not later than 60 days after payment of the applicable cost and shall state that the Issuer reasonably expects to reimburse itself for the expenditure out of the proceeds of an issue of tax-exempt Obligations or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this policy and procedure, or in any other format which may at the time comply with the Treasury Regulations.
2. Each Declaration shall (i) contain a reasonably accurate description of the property or program to be financed, as applicable, to which the expenditure relates and (ii) state the maximum principal amount of tax-exempt Obligations expected to be issued for that property or program.
3. Care shall be taken so that the Issuer does not make Declarations in cases where the Issuer does not reasonably expect that tax-exempt Obligations will be issued to finance the subject costs, and the Issuer officials should consult with Bond Counsel concerning the requirements of the Treasury Regulations and their application in particular circumstances.

## **IV. EXHIBIT**

The exhibit to this policy and procedure is as follows:

Exhibit A – Declaration of Official Intent

Dated: February 12, 2025

## EXHIBIT A

### DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting Clerk of the City of Canton, Minnesota (the "Issuer"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the Issuer as follows:

1. The undersigned has been and is on the date hereof duly authorized by the Issuer to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the Issuer.

2. This Declaration relates to the following project (the "Project") and the costs thereof to be financed:

<INSERT PROJECT DESCRIPTION>

3. The Issuer reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Obligations") to be issued after the date of payment of such costs. As of the date hereof, the Issuer reasonably expects that \$\_\_\_\_\_ is the maximum principal amount of the Obligations which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Obligations is or will be a capital expenditure or cost of issuance of the proposed bonds.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

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

\_\_\_\_\_  
Clerk  
City of Canton, Minnesota



## City of Canton

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### Resolution #2025-09 A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE ZONING MAP

**WHEREAS**, the City of Canton Zoning Ordinance is contained in Chapter 151 of the City Code of Ordinances; and

**WHEREAS**, the City of Canton maintains a Zoning District Map which includes all zoning districts within the City, and

**WHEREAS**, an application came forward for a request to amend the zoning district map to C-2 (Commercial District) from the R-1 (Residential District) Zoning District to allow for storage units on parcel #09.0001.040 (401 W Hwy 52), and

**WHEREAS**, amendments to the zoning map are allowed per Ordinance by application of the land owner, and

**WHEREAS**, a public hearing has been held to consider the amendment of the zoning map, and

**WHEREAS**, the Planning Commission has recommended the amendment of the zoning district map to C-1 (Commercial District) from the R-1 (Residential District) to allow for storage units on parcel #09.0001.040 (401 W Hwy 52).

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Canton, Fillmore County, Minnesota hereby approves the amendment to the zoning map for the City of Canton.

**Passed and adopted by the City Council of Canton, Minnesota this 12<sup>th</sup> day of February 2025.**

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Kristy Ziegler, Mayor

ATTEST:

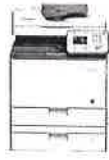
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Anne Koliha, City Clerk

**Tri-State Business Machines**  
 Sales Representative Clara Havlik  
 Cell: 608/797/8748 Email: Clara@tsbm.com

## City of Canton Proposed Copier Upgrade

**Current Equipment Leased New in 2020:**



**Canon iC MF820Cdn**

**Proposed Low Meter Recertified Unit:**



**Canon iR ADV 257if**

**Proposed New Unit for Upgrade:**



**Canon iR ADV DX C259iF**

**BACKGROUND INFORMATION**

Speed	36 ppm color/36 ppm black	26 ppm color/26 ppm black	26 ppm color/26 ppm black
Discontinued Date	<b>January 2015</b>	<b>December 2020</b>	<b>May 2023</b>
First Copy Time	7.4 sec color/5.9 sec black	6.9 sec color/5.1 sec black	9.4 sec color/6.9 sec black
Warm-up Time	<b>34 sec</b>	<b>10 sec</b>	<b>10 sec</b>
Std Paper Source(s)	(2) 550 Sheet Drawers	(2) 550 Sheet Drawers	(2) 550 Sheet Drawers
Paper Weights	16 to 38 lbs	16-lb bond to 60-lb cover	16-lb bond to 60-lb cover
Bypass/Paper Weights	100-sheet/16 to 38 lbs	100-sheet/16-lb bond to 80-lb cover	100-sheet/16-lb bond to 80-lb cover
Max Original Size	8-1/2 x 14	8-1/2 x 14	8-1/2 x 14
Document Feeder	Std RADF	Std DSPF	Std DSPF
Control Panel	<b>Keypad &amp; 3.5" color touchscreen</b>	<b>Keypad &amp; 10.1" color touchscreen</b>	<b>10.1" color touchscreen</b>
Interrupt	Yes	Yes	Yes
Job Build	No	Yes	Yes
Dimensions (HxWxD)	24" x 20.1" x 22.3"	25-1/8" x 20-1/2" x 25-7/8"	25-1/8" x 20-1/2" x 25-7/8"
Scan Speed (Simplex/Duplex)	<b>36 ipm color, 36 ipm black</b>	<b>50 ipm color, 50 ipm black/100 ipm color, 100 ipm black</b>	<b>50 ipm color, 50 ipm black/100 ipm color, 100 ipm black</b>

<b>Outright Purchase Price:</b>	<b>N/A</b> (Leased New in 2020)	<b>\$2,895</b>	<b>\$3,995</b>
<b>60 Month Lease:</b>	<b>\$44/Month Payment</b>	<b>\$67/Month</b>	<b>\$86/Month</b>

*Purchase Includes: Removal of old Equipment, Delivery, Install, IT Setup & User Training*

	<b>Current Contract:</b>		
<b>General Maintenance Agreement:</b>	<b>\$43/Month Base + \$8/Mon. Ovg</b>	<b>\$30/Month (No Overages)</b>	<b>\$30/Month (No Overages)</b>
Prints included in Contract:	800 BW & 200 Color per Month	3,300 BW & 500 Color per Quarter	3,300 BW & 500 Color per Quarter
Overage Rates:	0.022 BW & 0.11 Color	0.015 BW & 0.08 Color	0.015 BW & 0.08 Color

*General Maintenance Agreement Includes: Toner Monitoring & Replenishment, Parts, Service, Labor and Travel*

<b>Total Monthly Cost:</b>	<b>\$95/Month</b>	<b>\$97/Month</b>	<b>\$116/Month</b>
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**\*\*Please Circle Desired Purchase Option then Sign and Date Below\*\***

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**A PROPOSAL FOR THE RENOVATION OF A MULTI-USE ADULT AND YOUTH  
SOFTBALL FIELD IN CANTON MN.**

**THE NEED:**

The popularity and interest in Softball has grown in Canton and the surrounding areas to the point where it justifies the need to refurbish the playing field so that the players can train and play in a professional and fun manner that will allow them to successfully compete among others.

**THE REQUEST:**

The Canton Summer Softball League is requesting that the relevant authorities controlling the Canton Softball Field allow us to construct and refurbish the softball field.

**THE SPONSORS:**

The Canton Softball League is supported by its players that are willing to contribute toward the project in any way possible. If permission is given to refurbish the playing field is granted we will seek additional support from sponsors and grants to help refurbish the field, fences and lights.

**THE RESPONSIBILITIES:**

The land the playing field is on will remain the property of the current owners.

Permission to refurbish the playing field must be granted by the current owners.

It is requested by the sponsors of this project that if the playing field is allowed to be refurbished that some form of guarantee be stated that the playing field will be allowed to remain open to the public.

Field construction, management and coordination of the use of the playing field, maintenance of the field, and payment for Electricity & Water consumption will be managed by representatives (to be determined) from the Canton American Legion, City of Canton and the Canton Summer Softball League.

**THE DESIGN:**

The Project Planning requires coordination with the City of Canton and administrations Master Plan for Park that will allow the area to be used for several multi use Baseball & Softball games.

Our plan is to refurbish the softball field with a 65 ft line and as 65 ft arc on a skinned infield, a natural grass outfield with 6ft/ 1.82 meter high perimeter fence at 225 ft / 68m from home plate and a 16ft / 5m high backstop with overhang.

Grading of the area where the playing field is to be located is required to create a level playing surface and to create minimal slopes so rain water removes itself from the playing field.

A well maintained Grass is required on the playing surface to prevent player injuries from falls during game play.

A perimeter fence around the playing field is required by the game regulations to control the ball during game to prevent possible injury to spectators. The fence will also serve to protect the playing surface from vandalism during non-playing time periods.

Note: The construction of the fence around the playing field does dedicate one area of the Canton Softball playing fields to a specific sport. The softball field is meant for public use and the time periods to use the field will be fairly allocated jointly by the Canton Summer Softball League and The City of Canton.

#### **CONSTRUCTION PLAN:**

Field Construction Plan and Options to be Decided:

Permits

Survey of Existing Site Conditions and Creating a Cut and Fill Plan

Existing Topsoil Relocation

Rough Grading of Base Soil and Drainage Canal Depression Creation

Soil Compaction

Final Grading of Base Soil with  $1\frac{1}{2}$  % to  $1\frac{1}{2}$  % slopes

Field Layout and Stake Survey

Backstop Installation

Perimeter Fence Installation

Outfield Grass Seeding

Infield Clay Sand Mix Installation

1, 2, 3 Base Anchor, Pitcher and Home Plate Installation

Lining of Foul Lines

Field for Maintenance

Field Construction Completed

#### **BUDGET:**

The Project Budget is divided into 3 sections: Field Construction, Maintenance Equipment and Game Equipment. The detailed, itemized project budget is shown here.

Replacing Playing Field Lights for Night Games

Field Maintenance Equipment Budget:

New Red Ball Sand 3"  
Drag Mat for Infield Grooming  
Lining Machine  
Lining Paint  
Grass Seed

New Fencing

**SCHEDULE:**

The construction schedule for this project can be divided into 3 parts for this project.

Design, Permitting and Fund Raising Phase  
Field Construction ½ Grading, Fence, Topsoil, Irrigation and Clay  
Grass Seeding and Field Lining

Due to the Northern climate conditions of this location, The construction starting date depends on the date of the granting of permission and the receiving of adequate funds to at least complete the grading and topsoil / clay works. See the attached project schedule for details.

**CONCLUSION:**

With the Project Design Plan, Schedule and Budget created and agreed, I intend to pursue the necessary project permits, project funding, procure material supplies, contract contractors and volunteers, and manage the overall construction of the playing field.

As where would the money come from- If we can receive the said grant of \$25,000. Then with labor from volunteers, equipment that would be used to do the projects such as skid loaders, tractors would be donated to be used by local people. That would fit into the \$25,000 that would need to be matched with the grant.

Item:	Price:	Shipping	Total
Fencing for field, and Fence Backdrop for behind home plate, Poly Cap	\$10,506.86	\$1,119.57	\$11,626.43
Electrical/Lights	\$18,500.00	-----	\$18,500.00
Sand for Field	\$10,155.00	\$2,400.00	\$12,555.00
Totals:	\$39,161.86	\$3,519.57	\$42,681.43

**Grand Total: \$42,681.43**

With the flexibility with a remaining \$7,318.57. In case of any other hidden costs.

We would meet the requirements for this grant.

**Estimated cost for labor from volunteers would be**

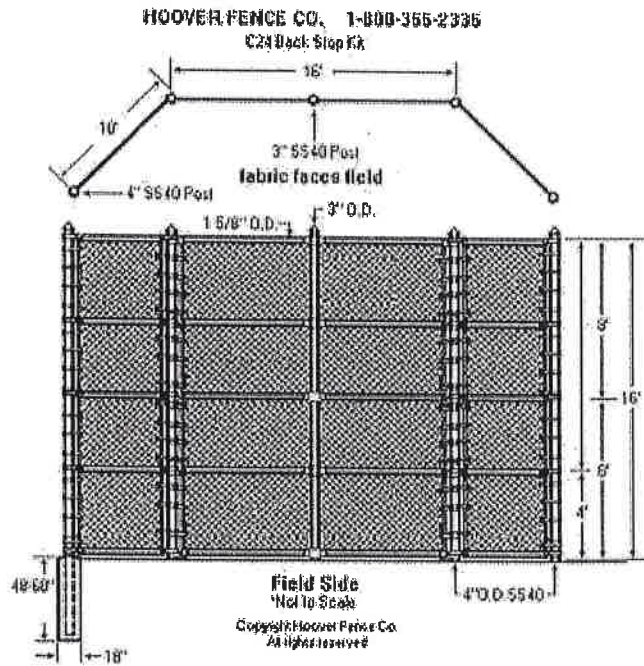
15 people over a period of 1 month with 6-8 days worked in that month would be roughly 8 hours a day at an average wage of \$18.00 an hour. Which would be a total of 960 hours of volunteer work for said 15 people.

Which then would be an average of:

64 hours per person in that 1 month period. With the average wage for those hours worked \$1,152.00 for 1 month

So in total for 15 people would be: \$17,280

We would also be asking the City to help in any way they can.



C-24 Backstop Kit, 16' wide, 10' wings, 16' high

Item # BS-C24



Poly Cap Fence Cap





Box 215 • Shakopee, MN 55379  
 Phone (952) 445-3900 • (800) 382-3756 • Fax (952) 445-0809  
 www.bryanrock.com

Quote: **97820**  
 Quote Date: 1/27/2025  
 Expire Date: 12/31/2025

# Quotation

**Bill To:**

V000	VARIOUS BIDDER
Contact:	
Phone:	
Fax:	

**Ship To:**

CANTON MN SOFTBALL
P.O.#

**Quote Description :** CANTON MN SOFTBALL

<u>Product ID</u>	<u>Product Description</u>	<u>Quarry</u>	<u>Quantity</u>		<u>Total/Ton</u>
120	Red Ball Diamond Agg	103	150.00	Semi	\$67.70

**\*SALES TAX "NOT" INCLUDED**

Shakopee Locations = Quarry 103 and 104, Bayport Location = Quarry 102  
 Prices and Quantities Based Per Ton Unless Otherwise Noted  
 Straight Truck/Tandem Deliveries Subject to Extra Charge Plus Sales Tax  
 Partial Loads Subject to Minimum Haul Charges  
 Prices Subject to Change with Major Fuel Increases or Road Closures Due to Flooding  
 The Truck Portion of Our Quote Does Not Cover Any Prevailing Wage Rate Requirements That May Be Required On This Job  
 Prices Subject to Transit Improvement Tax and Additional Aggregate Tax Increase  
 Prices Subject to Change with Any Irregular Loading or Delivery Hours (Mon-Fri 7:00AM to 4:00PM)  
 All Products Meet Current MNDOT Specs

Terms: Net 30

Accepted by: \_\_\_\_\_

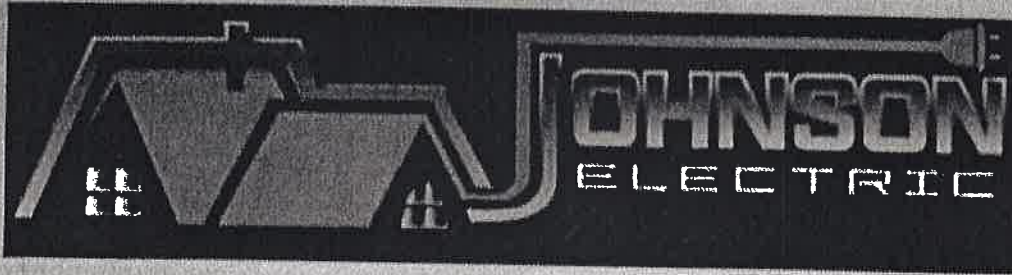
Comments:

Seller: \_\_\_\_\_

Eric Bryan/Bryan Rock Products

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

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**Bid Proposal:**  
Softball lights

Date : 6/27/2024

Description	Amount
<ul style="list-style-type: none"> <li>• 24 new 5000K LED 65,000 lumen output stadium lights.</li> <li>• All 24 fixtures will be ballast by passed to work with the new bulbs going in.</li> <li>• If any fixture wire running up pole is unsafe to use I will replace wire if needed.</li> <li>• Breaker in subpanel by 3<sup>rd</sup> base to be replaced due to overloading breaker which may lead to nuisance tripping in the future.</li> <li>• In this proposal if any fixture guts are not working, then I will have an <b>upcharge</b> if the Canton Legion wants a whole light fixture replaced.</li> <li>• The lead time to receive the lights from supply house will be 1-2 weeks once I am notified that the bid was accepted. Then I will place the order.</li> <li>• Electrical permit fee included.</li> <li>• This proposal is good till 7/12/2024.</li> </ul>	

**Payment Method**  
Make checks payable to  
Johnson Electric LLC

<b>Sub-Total</b>	
<b>Total</b>	<b>\$18,500.00</b>

**Terms and Conditions**

Please send payment within 30 days of receiving this invoice. There will be 10% interest charge per month on late invoice.

**Hunter Johnson**  
16876 County 23  
Canton, MN 55922  
507-259-6582

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# INVOICE

Order # / January 28, 2025

HF200696

## Hoover Fence Co.

4521 Warren Ravenna Rd  
Newton Falls, OH 44444  
www.HooverFence.com

☎ 330-358-2335

✉ sales@hooverfence.com

**PAYMENT:** Payment\_quote

**SHIPPING:** Standard Delivery: \$1,119.57

**NOT PAID**

### BILL TO:

Amanda Jansen  
208 N MAIN ST  
CANTON, Minnesota 55922-1006  
UNITED STATES

☎ (507) 481-4599

✉ amandamaejansen@hotmail.com

### SHIP TO:

AMANDA JANSEN  
208 N MAIN ST  
CANTON, Minnesota 55922-1006  
UNITED STATES  
Residential Address: Yes

☎ (507) 481-4599

✉ amandamaejansen@hotmail.com

NO.	ITEM CODE	DESCRIPTION	QUANTITY	IN PACKAGE	UNIT PRICE	TOTAL PRICE
1.	POLYCAP250-BLK	Poly-Cap, 4-1/2" Dia. x 250' - Black (POLYCAP250-BLK)	1	-	\$255.11	\$255.11
2.	CL-TP-930-B	PreTied tie wire 3" aluminum pig-tail 9ga. (9-1/2") - Bag of 100 (CL-TP-930-B)	1	-	\$16.04	\$16.04
3.	CL-TP-915-B	tie wire 1-5/8" aluminum pig-tail 9 ga. (6") - Bag of 100 (CL-TP-915-B)	1	-	\$10.70	\$10.70
4.	CL-LRC-305A	3" x 1-5/8" line rail clamp (H-0263) (CL-LRC-305A)	6	-	\$6.81	\$40.86
5.	CL-PCP-4	post cap 4" pressed steel dome (H-0846) (CL-PCP-4)	4	-	\$6.29	\$25.16
6.	CL-TBB-4	tension band 4" beveled 12ga. x 7/8" (H-0917) (CL-TBB-4)	90	-	\$2.98	\$268.20
7.	CL-PCP-3	post cap 3" pressed steel dome (H-0845) (CL-PCP-3)	1	-	\$3.46	\$3.46
8.	CL-BBB-4	4" Galvanized Beveled Brace Band - Round (H-0937) (CL-BBB-4)	30	-	\$2.34	\$70.20
9.	CL-REP-15C	rail end cup 1-5/8" brace combo pressed steel (H-0822) (CL-REP-15C)	30	-	\$2.12	\$63.60
10.	CL-CB-3312	carriage bolt/hex. nut 3/8" x 3-1/2" (H-0012) (CL-CB-3312)	12	-	\$0.78	\$9.36

NO.	ITEM CODE	DESCRIPTION	QUANTITY	IN PACKAGE	UNIT PRICE	TOTAL PRICE
11.	CL-CB-5114H	carriage bolt/hex. nut 5/16" x 1-1/4" (H-0002) (CL-CB-5114H)	126	-	\$0.25	\$31.50
12.	CL-15821-HF20S	1-5/8" x 21' swedge HF20 (.085 wall) (CL-15821-HF20S)	5	-	\$69.65	\$348.25
13.	CL-15824-HF40	1-5/8" x 24' plain end HF40 (.111 wall) (CL-15824-HF40)	4	-	\$94.92	\$379.68
14.	CL-321-HF40	3" x 21' plain end HF40 (.160 wall) (CL-321-HF40)	1	-	\$209.82	\$209.82
15.	CL-421-HF40	4" x 21' plain end HF40 (.160 wall) (CL-421-HF40)	4	-	\$296.79	\$1,187.16
16.	CL-9X96-F-KK	8' high x 9ga. chain link fabric (2x9x96GAW), KK, 50' roll (CL-9X96-F-KK)	2	-	\$515.65	\$1,031.30
17.	CL-TBM-96	3/16" x 3/4" x 96" long tension bar (CL-TBM-96)	12	-	\$18.99	\$227.88
18.	CL-TBM-72	3/16" x 3/4" x 72" long tension bar (CL-TBM-72)	2	-	\$14.01	\$28.02
19.	CL-TP-920-B	tie wire 2" aluminum plg-tail 9ga. (6-1/2") - Bag of 100 (CL-TP-920-B)	2	-	\$11.54	\$23.08
20.	CL-TP-915-B	tie wire 1-5/8" aluminum plg-tail 9 ga. (6") - Bag of 100 (CL-TP-915-B)	2	-	\$10.35	\$20.70

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NO.	ITEM CODE	DESCRIPTION	QUANTITY	IN PACKAGE	UNIT PRICE	TOTAL PRICE
21.	CL-LCPE-205	eye top loop cap 2" x 1-5/8" - pressed steel (H-0813) (CL-LCPE-205)	39	-	\$2.73	\$106.47
22.	CL-PCP-25	post cap 2-1/2" pressed steel dome (H-0844) (CL-PCP-25)	2	-	\$2.04	\$4.08
23.	CL-TBB-25	tension band 2-1/2" beveled 12ga. x 7/8" (H-0914) (CL-TBB-25)	10	-	\$1.89	\$18.90
24.	CL-REP-15C	rail end cup 1-5/8" brace combo pressed steel (H-0822) (CL-REP-15C)	2	-	\$2.05	\$4.10
25.	CL-BBB-25	2-1/2" Galvanized Beveled Brace Band - Round (H-0934) (CL-BBB-25)	2	-	\$1.51	\$3.02
26.	CL-CB-5114H	carriage bolt/hex. nut 5/16" x 1-1/4" (H-0002) (CL-CB-5114H)	12	-	\$0.24	\$2.88
27.	CL-285-HF40	2" x 8' 6" galv. HF40 cut post (CL-285-HF40)	39	-	\$42.72	\$1,666.08
28.	CL-15821-HF20S	1-5/8" x 21' swedge HF20 (.085 wall) (CL-15821-HF20S)	20	-	\$67.29	\$1,345.80
29.	CL-9X72-F	6' high x 9ga. chain link fabric (2x9x72GAW), KK, 50' roll (CL-9X72-F)	7	-	\$373.59	\$2,615.13
30.	CL-259-HF40	2 1/2" x 9' galv. HF40 cut post (CL-259-HF40)	2	-	\$58.38	\$116.76

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NO.	ITEM CODE	DESCRIPTION	QUANTITY	IN PACKAGE	UNIT PRICE	TOTAL PRICE
31.	CL-9X72-F	6' high x 9ga. chain link fabric (2x9x72GAW), KK, 50' roll (CL-9X72-F)	1	-	\$373.56	\$373.56

Subtotal: \$10,506.86

Shipping: (Standard Delivery) \$1,119.57

Tax: \$0.00

**TOTAL: \$11,626.43**