

FINANCE COMMITTEE

12-0558R

REPLACEMENT

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$6,905,000 GENERAL OBLIGATION STREET IMPROVEMENT REFUNDING BONDS, SERIES 2012D; ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A DEBT SERVICE FUND THEREFOR; AND AWARDING THE SALE THEREOF.

CITY PROPOSAL:

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

Section 1. Bond purpose and authorization.

1.01 Pursuant to Chapter 475 of Minnesota Statutes and the home rule charter of the City, the City previously issued \$5,035,000 General Obligation Street Improvement Bonds, Series 2003D, dated September 1, 2003 (the "2003 Bonds"), \$4,785,000 General Obligation Street Improvement Bonds, Series 2004B, dated September 1, 2004 (the "2004 Bonds"), and \$4,260,000 General Obligation Street Improvement Bonds, Series 2005D, dated October 6, 2005 (the "2005 Bonds"), for the purpose of financing local public improvements.

1.02 Under and pursuant to the provisions of Minnesota Statutes, Chapter 475 (the "Act") and, specifically, Section 475.67, Subdivisions 1 through 12 of the Act, the City is authorized to issue and sell its general obligation bonds to refund certain maturities of the 2003 Bonds, the 2004 Bonds and the 2005 Bonds in advance of their scheduled maturities, if consistent with covenants made with the holders thereof, when determined by the City to be necessary or desirable for the reduction of debt service cost to the City or for the extension or adjustment of maturities in relation to the resources available for their payment.

1.03 The City Council hereby determines that it is necessary, expedient and in the best interest of the City's residents that the City issue, sell and deliver its \$6,905,000 General Obligation Street Improvement Refunding Bonds, Series 2012D (the "Bonds"), to refund the outstanding 2003 Bonds maturing on and after February 1, 2013, of which \$2,710,000 in principal amount is outstanding (the "2003 Refunded Bonds"), to refund the outstanding 2004 Bonds maturing on and after February 1, 2014, of which \$2,600,000 in principal amount is outstanding

(the "2004 Refunded Bonds"), and to refund the outstanding 2005 Bonds maturing on and after February 1, 2015, of which \$2,315,000 in principal amount is outstanding (the "2005 Refunded Bonds"), in order to reduce debt service cost to the City. (The 2003 Refunded Bonds, the 2004 Refunded Bonds and the 2005 Refunded Bonds are collectively referred to as the "Refunded Bonds.") The 2003 Bonds maturing on and after February 1, 2013, are subject to prepayment and redemption and are called for prepayment and redemption on December 27, 2012 (December 27, 2012 is herein referred to as the "2003 Bonds Redemption Date"). The 2004 Bonds maturing on and after February 1, 2014, are subject to prepayment and redemption on February 1, 2013 (February 1, 2013 is herein referred to as the "2004 Bonds Redemption Date"). The 2005 Bonds maturing on and after February 1, 2015, are subject to prepayment and redemption on February 1, 2014 (February 1, 2014 is herein referred to as the "2005 Bonds Redemption Date").

1.04 The City's plan of finance for the payment and prepayment of the 2003 Bonds, the 2004 Bonds and the 2005 Bonds is as follows:

(a) The City will provide funds from the debt service account for the 2003 Bonds in an amount equal to the principal and interest due on the 2003 Bonds on February 1, 2013, plus the proceeds of the Bonds will provide the funds to prepay and redeem the 2003 Refunded Bonds on the 2003 Bonds Redemption Date; such funds shall be deposited in the Escrow Account held under the Escrow Agreement described in Section 4 and Section 5.01(b).

(b) The City will provide funds from the debt service account for the 2004 Bonds to pay the principal of and interest due on the 2004 Bonds on February 1, 2013, and proceeds of the Bonds will provide the funds to prepay and redeem the 2004 Refunded Bonds on the 2004 Bonds Redemption Date. Funds shall be deposited in the Escrow Account held under the Escrow Agreement described in Section 4 and Section 5.01(b), which together with investment earnings thereon, will be sufficient to (i) pay the principal and interest on the 2004 Bonds due on February 1, 2013; and (ii) the redemption and prepayment of the 2004 Refunded

Bonds on the 2004 Bonds Redemption Date.

(c) The City will provide funds from the debt service account for the 2005 Bonds in the amount of \$47,163.13 and proceeds of the Bonds to pay interest due on the 2005 Refunded Bonds on February 1, 2013, August 1, 2013 and February 1, 2014, and to prepay and redeem the 2005 Refunded Bonds on the 2005 Bonds Redemption Date. Funds shall be deposited in the Escrow Account held under the Escrow Agreement described in Section 4 and Section 5.01(b) which, together with investment earnings thereon, will be sufficient to pay (i) the interest due on the 2005 Refunded Bonds due on February 1, 2013, August 1, 2013 and February 1, 2014; and (ii) the redemption and prepayment of the 2005 Refunded Bonds on the 2005 Bonds Redemption Date. The unrefunded portion of the 2005 Bonds (the 2013 and 2014 maturities of the 2005 Bonds) and interest thereon will remain outstanding and will be paid when due from the debt service account for the 2005 Bonds.

1.05 Public Financial Management, Inc., financial consultant to the City, has given notification by mail, facsimile or electronic data transmission to at least five firms determined by Public Financial Management, Inc. to be prospective bidders on the Bonds at least two days (omitting Saturdays, Sundays and legal holidays) before the date set for receipt of bids on the Bonds. All actions of the mayor, the clerk and Public Financial Management, Inc. taken with regard to the sale of the Bonds are hereby ratified and approved.

1.06 Pursuant to such solicitation for bids for the sale of the Bonds, the City Council has received and considered all bids presented pursuant to the official terms of offering and has determined that the most favorable bid is that of Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin (the "Purchaser"), to purchase the Bonds at a cash price of \$7,421,772.98, upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The City, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The mayor and the city clerk are

authorized and directed to execute on the part of the City a contract for the sale of the Bonds in accordance with the Purchaser's bid. The city treasurer is directed to deposit the good faith check of the successful bidder.

Section 2. Terms of the Bonds.

2.01 The Bonds shall be dated as of the date of delivery, as the date of original issue, shall be issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward. The Bonds shall mature on February 1 in the respective years and amounts and shall bear interest at the annual rates stated as follows:

Year	Amount	Interest Rate
2014	\$ 640,000	2.00%
2015	965,000	2.00%
2016	1,000,000	3.00%
2017	1,035,000	3.00%
2018	1,075,000	3.00%
2019	1,110,000	3.00%
2020	725,000	3.00%
2021	355,000	3.00%

2.02 The Bonds are not subject to optional redemption and prepayment prior to maturity.

2.03 The interest shall be payable semiannually on February 1 and August 1 in each year (each herein referred to as an "Interest Payment Date") commencing on August 1, 2013. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar appointed below shall make all interest payments with respect to the Bonds by check or draft mailed to the registered owners of the Bonds shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners' addresses shown on such bond registration records.

2.04 (a) The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the mayor and attested by the manual or facsimile signature of the clerk. The

corporate seal of the City may be omitted as permitted by law. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

(b) The clerk is authorized to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. of Duluth, Minnesota, and cause the opinion to be attached to each Bond.

2.05 The City hereby appoints Wells Fargo Bank, National Association, in Minneapolis, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Bonds (such bank or its successor is herein referred to as the "Bond Registrar"). To provide for the Bond Registrar services, the mayor and the clerk are authorized and directed to execute a bond registrar/paying agent agreement substantially in the form of the agreement currently on file in the office of the city clerk as public document No. 04-0219-02. No Bond shall be valid or obligatory for any purpose until the Bond Registrar's authentication certificate on such Bond, substantially set forth in Section 3.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar. Authentication certificates on different Bonds need not be signed by the same representative. The manual signature of one officer of the City or the executed authentication certificate on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

2.06 (a) In order to make the Bonds eligible for the services provided by DTC, the City has previously agreed to the applicable provisions set forth in the blanket issuer letter of representations which has been executed by the City and DTC (the "Representation Letter").

(b) Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

(c) All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the City on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

(d) DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the City shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and delivery, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form

shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the City and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the principal of and interest on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

(e) The City and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

(f) All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

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

appointed by the City Council. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the City shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount, as requested by the transferor.

2.08 Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. Each Bond shall be dated by the Bond Registrar as of the date of its authentication. The City and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the mailing of the notice of redemption in the case of a proposed redemption of the Bonds.

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

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

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

Section 3. Form of the Bonds.

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

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ST. LOUIS

CITY OF DULUTH
GENERAL OBLIGATION STREET IMPROVEMENT REFUNDING BOND,
SERIES 2012D

R-__ \$_____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
	February 1, ____	November __, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Duluth, in St. Louis County, Minnesota (the "City"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount is paid or discharged, said interest being at the interest rate per annum specified above. Interest is payable semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on August 1, 2013. 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 Wells Fargo Bank, National Association of Minneapolis, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the City. The Bond Registrar shall make all interest payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the City by the Bond Registrar at the close of business on the 15th day of the month next preceding the Interest 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 on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Payment of principal shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the City are irrevocably pledged.

This Bond is one of a series issued by the City in the aggregate amount of \$6,905,000, all of like original issue date and

tenor, except as to number, maturity date, denomination and interest rate, pursuant to: (i) the authority contained in Minnesota Statutes, Chapter 475, Section 475.67, Subdivisions 1 through 12 and all other laws thereunto enabling; and (ii) an authorizing resolution adopted by the governing body of the City on November 8, 2012 (the "Resolution"), for the purpose of providing money to refund, on a current refunding basis, the outstanding principal amount of the City's General Obligation Street Improvement Bonds, Series 2003D, dated September 1, 2003, to refund, on a current refunding basis, a portion of the outstanding principal amount of the General Obligation Street Improvement Bonds, Series 2004B, dated September 1, 2004, and to refund, on an advance refunding basis, a portion of the outstanding principal amount of the General Obligation Street Improvement Bonds, Series 2005D, dated October 6, 2005. The Bonds and interest thereon will be payable in part from special assessments levied against property specially benefitted by local public improvements and in part from annual ad valorem taxes, as described in the Resolution.

The Bonds are not subject to optional redemption and prepayment prior to maturity.

The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to limitations set forth in the Resolution, this Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the City shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Charter of the City and 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 City 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 corporate limits of the City 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 City to exceed any constitutional, statutory or charter limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives.

IN WITNESS WHEREOF, the City of Duluth, in St. Louis County, Minnesota, by its City Council, has caused this Bond to be executed

in its name by the facsimile signatures of the mayor and the clerk.

ATTEST:

Clerk

Mayor

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

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

WELLS FARGO BANK, NATIONAL ASSOCIATION
Bond 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 Wells Fargo Bank, National Association, of Minneapolis, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of Wells Fargo Bank, National Association as Bond Registrar, in the name of the registered owner last noted below.

Date	Registered Owner	Signature of Bond Registrar
11/___/2012	Cede & Co. c/o The Depository Trust Company 55 Water Street New York, NY 10041 Federal Taxpayer I.D. No.: 13-2555119	_____

ASSIGNMENT

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

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby

irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed:

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

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

Section 4. Escrow Agreement; Escrow Agent.

4.01 Wells Fargo Bank, National Association of Minneapolis, Minnesota, which is a suitable financial institution within the State of Minnesota whose deposits are insured by the Federal Deposit Insurance Corporation whose combined capital and surplus is not less than \$500,000, is hereby designated escrow agent (the "Escrow Agent") with respect to the February 1, 2013 maturity of the 2004 Bonds and the Refunded Bonds.

4.02 On or prior to the delivery of the Bonds, the mayor and the clerk are hereby authorized and directed to execute on behalf of the City an escrow agreement (the "Escrow Agreement") with the Escrow Agent in substantially the

form now on file with the clerk as public document No. _____. The execution and delivery of the Escrow Agreement by the mayor and the clerk, in the form presented to the City Council with such changes, omissions, insertions and revisions as the mayor and the clerk deem advisable is hereby approved, and the execution by such officers shall be conclusive evidence of such approval. All essential terms and conditions of the Escrow Agreement, including payment by the City of reasonable charges for the services of the Escrow Agent, are hereby approved and adopted and made a part of this Resolution, and the City covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 5. Covenants, revenues, accounts and tax levies.

5.01 (a) Debt service fund. For the convenience and proper administration of the monies to be borrowed and repaid on the Bonds and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a separate account within the special assessment debt service fund to be designated the 2012D Street Improvement Refunding Bonds Debt Service Account (the "Debt Service Fund") to be administered and maintained by the treasurer as a bookkeeping account, separate and apart from all other accounts maintained in the official financial records of the City. The Debt Service Fund shall be maintained in the manner herein specified until all of the Bonds and interest thereon have been fully paid. To the Debt Service Fund there is hereby pledged and irrevocably appropriated and there shall be credited: (i) any balance remitted to the City upon termination of the Escrow Agreement attributable to the Refunded Bonds; (ii) any balance remaining on the 2003 Bonds Redemption Date, the 2004 Bonds Redemption Date and the 2005 Bonds Redemption Date, as applicable, in the debt service accounts created in the City's resolutions authorizing the issuance and sale of the 2003 Bonds (Resolution No. 03-0612), the 2004 Bonds (Resolution No. 04-0563), and the 2005 Bonds (Resolution No. 05-0633) (the "Prior Resolutions") after payment of

principal and interest on the 2003 Refunded Bonds on the 2003 Bonds Redemption Date, on the 2004 Refunded Bonds on the 2004 Bonds Redemption Date and on the 2005 Refunded Bonds on the 2005 Bonds Redemption Date; (iii) all special assessments levied for the projects listed in Section 1.01 of the Prior Resolutions; (iv) any collections of ad valorem taxes hereafter levied for the payment of the Bonds and interest thereon; (v) all investment earnings on funds in the Debt Service Fund; (vi) accrued interest, if any, received from the Purchaser upon delivery of the Bonds to the extent not required to fund the Escrow Account (the "Accrued Interest"); (vii) any amount of additional interest permitted by Section 475.56 of the Act paid by the Purchaser (the "Additional Interest"), to the extent not required to fund the Escrow Account; (viii) all taxes pledged to repayment of the Refunded Bonds (but not the unrefunded portion of the 2005 Bonds) in the Prior Resolutions hereafter collected pursuant to levies made in the Prior Resolutions; (ix) unused discount (\$10,679.52); and (x) any and all other monies which are properly available and are appropriated by the City to the Debt Service Fund including taxes levied in Section 5.03 hereof. The amount of any surplus remaining in the Debt Service Fund when the Bonds and interest thereon are paid shall be used as provided in Section 475.61, Subdivision 4 of the Act.

(b) Escrow account.

(i) To the Escrow Account there is hereby pledged and irrevocably appropriated and there shall be credited: (a) the proceeds of the Bonds received from the Purchaser which are not appropriated to the Debt Service Fund or are not to be used for payment of costs of issuance of the Bonds; (b) Accrued Interest; (c) Additional Interest [amounts referenced in clauses (a), (b) and (c) are herein referred to as the "Proceeds"]; (d) funds of the City in an amount (\$396,846.88), which are sufficient to pay the principal of and interest on the 2003 Bonds due on February 1, 2013, funds of the City in the amount (\$365,456.25), which are sufficient to pay

the principal of and interest due on February 1, 2013 on the 2004 Bonds, and \$47,163.13 of funds of the City for prepayment of the 2005 Refunded Bonds (the "Funds"); and (e) investment earnings on such monies referenced in clauses (a), (b), (c) and (d), for (A) the prepayment and redemption of the principal and interest on the 2003 Refunded Bonds on the 2003 Bonds Redemption Date; (B) the payment of principal and interest due on the 2004 Bonds on February 1, 2013, and the prepayment and redemption of the principal of the 2004 Refunded Bonds called for redemption and prepayment on the 2004 Bonds Redemption Date; and (C) the payment of interest due on the 2005 Refunded Bonds on February 1, 2013, August 1, 2013 and February 1, 2014, and the prepayment and redemption of the principal of the 2005 Refunded Bonds called for redemption and prepayment on the 2005 Bonds Redemption Date.

(ii) The Escrow Account shall be maintained with the Escrow Agent pursuant to the Escrow Agreement and this Resolution. The Escrow Account shall be invested in accordance with the Act, the Escrow Agreement and this Section, in securities specified in Section 475.67, Subdivision 8(a) of the Act, which investments will provide sufficient funds together with any cash or other funds retained in the Escrow Account (a) for the 2003 Bonds for the prepayment of principal and interest on the 2003 Refunded Bonds on the 2003 Bonds Redemption Date; (b) for the 2004 Bonds for the payment of principal and interest due on February 1, 2013 and for the principal of the 2004 Refunded Bonds called for redemption and prepayment on the 2004 Bonds Redemption Date; and (c) for the 2005 Bonds for the payment of interest on the 2005 Refunded Bonds due on February 1, 2013, August 1, 2013, and February 1, 2014, and the principal of the 2005 Refunded Bonds called for redemption and prepayment on the 2005 Bonds Redemption Date (collectively, the "Escrow Account Obligations").

(iii) From the Escrow Account there shall be paid the Escrow Account

Obligations on the dates set forth in subparagraph (ii) above.

(iv) The Escrow Account (a) for the 2003 Refunded Bonds as set forth above is irrevocably appropriated to the prepayment and redemption of the principal of and interest on the 2003 Refunded Bonds on the 2003 Bonds Redemption Date; (b) for the 2004 Bonds as set forth above for the payment of principal of and interest on the 2004 Bonds due on February 1, 2013, and for the prepayment and redemption of the 2004 Refunded Bonds due by reason of redemption and prepayment on the 2004 Bonds Redemption Date; and (c) for the 2005 Refunded Bonds as set forth above for the payment of interest due on the 2005 Refunded Bonds on February 1, 2013, August 1, 2013 and February 1, 2014, and for the prepayment and redemption of the 2005 Refunded Bonds due by reason of redemption and prepayment on the 2005 Bonds Redemption Date. The monies in the Escrow Account for the Bonds shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the City all in accordance with the Escrow Agreement. Any monies remitted to the City upon termination of the Escrow Agreement shall be deposited in the Debt Service Fund.

(v) Securities purchased for the Escrow Account shall be purchased simultaneously with the delivery of and payment for the Bonds. The mayor and clerk or their designee are authorized and directed to purchase such securities.

(c) The construction funds created for the 2003 Bonds, the 2004 Bonds and the 2005 Bonds have previously been terminated and all bond proceeds therein have been expended.

(d) The City shall pay for the costs of issuance of the Bonds with proceeds of the Bonds in the amount of \$48,000.

5.02 The City Council hereby declares that it has assessed against benefitted property not less than 20% of the cost of the projects financed by

each of the 2003 Bonds, the 2004 Bonds and the 2005 Bonds. The City further declares that it has completed the special assessment process, including any and all supplemental assessments or reassessments that were required to lawfully assess the benefitted property.

5.03 (a) The full faith and credit and taxing power of the City are hereby irrevocably pledged for the prompt and full payment of the principal of and interest on the Bonds, as such principal and interest respectively become due. To provide monies for the payment of the principal and interest on the Bonds, there is hereby levied a direct, annual ad valorem tax upon all taxable property within the City which shall be extended upon the tax rolls and collected with and as part of the other general property taxes of the City for the years and in the amounts as follows:

Levy	Collection		Estimated Special	
Year	Year	Gross Tax Levy	Assessment Revenue	Net Tax Levy
2012	2013	\$ 908,327	\$164,919	\$743,408
2013	2014	1,200,465	243,464	957,001
2014	2015	1,211,700	245,864	965,836
2015	2016	1,227,608	247,770	979,838
2016	2017	1,231,598	249,170	982,428
2017	2018	1,234,485	255,070	979,415
2018	2019	795,270	159,775	635,495
2019	2020	383,933	78,188	305,745

Said levies are such that if collected in full they, together with the estimated receipts of special assessments pledged for payment of principal and interest on the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest on the Bonds.

Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that in each year while any Bonds issued hereunder remain outstanding, the City Council shall reduce or cancel the above levies to the extent of an irrevocable appropriation to the Debt Service Fund of monies actually on hand for payment of the principal and interest payable in the ensuing year and shall direct the county auditor to reduce the

levy for such calendar year by that amount.

(b) All proceeds of the special assessments from the properties described in Section 1.01 of each of the Prior Bonds Resolutions and said taxes are hereby appropriated and shall be paid when collected into the Debt Service Fund. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds, the treasurer shall nevertheless provide sufficient money from any other funds of the City which are available for that purpose, and such other funds shall be reimbursed from the Debt Service Fund when the balance therein is sufficient.

5.04 Proceeds of the Bonds on deposit in the Debt Service Fund may, in the discretion of the city treasurer, be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investment shall mature at such time and in such amounts as will permit the payment of costs for the improvement program and/or payment of the principal and interest on the Bonds when due.

Section 6. Refunding; findings; redemption of Refunded Bonds.

6.01 (a) It is hereby found and determined, based upon information presently available from the City's financial advisers, that as of the date of issuance of the Bonds, the issuance of the Bonds will result in a reduction of debt service cost to the City. In accordance with Section 475.67, Subdivision 12 of the Act, as of the date of issuance of the Bonds, the present value of the dollar amount of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, is lower by at least three percent than the present value of the dollar amount of debt service, on the Refunded Bonds, exclusive of any premium, computed to their stated maturity dates.

(b) It is hereby found and determined that the Proceeds and Funds available and appropriated to the Escrow Account for the Refunded Bonds and the 2013 maturity of the 2004 Bonds as set forth in Section 5 will be sufficient, together with the permitted earnings on the investment of the Escrow Account, to

pay the Escrow Account Obligations on the dates set forth in Section 5.01(b) (ii).

6.02 The Refunded Bonds shall be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the forms of notices of call for redemption attached to the Escrow Agreement, which terms and conditions are hereby approved and incorporated herein by reference. The Escrow Agent is hereby authorized and directed to send written notice of the call for redemption to the paying agent or bond registrar, as the case may be, and bond insurance company (if any), for the Refunded Bonds in accordance with their terms and the Escrow Agreement.

6.03 The Escrow Agent is authorized and directed to cause to be provided a material event notice regarding the refunding and the defeasance of the Refunded Bonds in accordance with the continuing disclosure certificates of the City dated September 1, 2003, and delivered in connection with the 2003 Bonds, dated September 1, 2004, and delivered in connection with the 2004 Bonds, and dated October 6, 2005, and delivered in connection with the 2005 Bonds.

Section 7. Defeasance.

7.01 When all Bonds and all interest thereon have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar designated in Section 2.05 hereof a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge and cause defeasance of the Bonds in their entirety by complying with the provisions of Section 475.67 of the Act, except that the funds deposited in escrow in

accordance with said provisions may (to the extent permitted by law) but need not be, in whole or in part, proceeds of bonds as therein provided, without the consent of any bondholders.

Section 8. Certificate of proceedings.

8.01 The clerk 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 Bonds have been duly entered on his register.

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

8.03 The mayor and clerk are hereby authorized and directed to certify that they have examined the official statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the official statement is a complete and accurate representation of the facts and representations made therein as of the date of the official statement.

Section 9. Tax covenants.

9.01 The City covenants and agrees with the holders of the Bonds that the City will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the

proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

9.02 (a) No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Fund (or any other City account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods or minor portion made available under the federal arbitrage regulations.

(b) The proceeds of the Bonds and money in the Debt Service Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

(c) The City hereby covenants not to use the proceeds of the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150

of the Code.

9.03 In addition to the Bonds, the City is selling, pursuant to a single offering document and on the same date, the following tax-exempt obligations: General Obligation Capital Equipment Notes, Series 2012C (the "Notes"), and General Obligation Sewer Utility Revenue Refunding Bonds, Series 2012E (the "Series 2012E Bonds"). The Bonds will not be paid out of substantially the same source of funds as the 2012E Bonds; consequently, the Bonds will not be combined with the Series 2012E Bonds for a single issue. However, the Bonds and the Notes are expected to be paid from substantially the same source of funds and are an issue under Treasury Regulations Section 1.150-1(c).

9.04 (a) The City covenants and certifies to and for the benefit of the owners of the Bonds that no use will be made of the proceeds of the Bonds, which will cause the Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder. Pursuant to such covenant, the City hereby agrees to comply throughout the term of the issue of the Bonds with the requirements of Section 148 of the Code and any Treasury Regulations promulgated thereunder; to this end, the City shall:

(i) maintain records identifying all "gross proceeds" (as defined in Section 148(f)(6)(B) of the Code) attributable to the Bonds, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Bonds) and any earnings derived from the investment of such arbitrage profit;

(ii) make, or cause to be made as of the end of each Bond Year, the annual determinations of the amount, if any, of excess arbitrage required to be paid to the United States by the City (hereinafter, the "Rebate Amount");

(iii) pay, or cause to be paid, to the United States at least once every five Bond Years the amount, if any, which is required to be paid to the United States, including the last installment which shall be made no

later than 60 days after the day on which the Bonds are paid in full;

(iv) not invest, or permit to be invested, "gross proceeds" in any acquired non-purpose obligations so as to deflect arbitrage otherwise payable to the United States as a "prohibited payment" to a third party;

(v) retain all records of the annual determinations of the foregoing amounts until six years after the Bonds have been fully paid; and

(vi) in order to comply with the foregoing paragraph, the City shall determine the Rebate Amount within 30 days after the close of each Bond Year and upon payment in full of the Bonds; upon each such determination, the City shall deposit in the Rebate Fund the Rebate Amount so determined; the City shall separately account for the earnings from the investment of the Rebate Amount and such earnings shall become part of the Rebate Amount.

(b) For purposes of this section, "Bond Year" shall mean the 12-month period beginning on the date of issuance of the Bonds or such other 12-month period designated by the Board which is permitted by the Code or any Treasury Regulation promulgated thereunder.

Section 10. Continuing disclosure. The City acknowledges that the Bonds

are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the mayor and the clerk are hereby authorized and directed to execute a continuing disclosure certificate substantially in the form of the certificate currently on file in the office of the city clerk as public document No. _____.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

FINANCE RET: CW:rb 10/30/2012

STATEMENT OF PURPOSE: This Resolution establishes the terms and form and awards the sale of the \$6,905,000 General Obligation Street Improvement Refunding Bonds, Series 2012D, to Robert W. Baird & Co., Inc., at a true interest cost of 1.1742%.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the CITY OF DULUTH, MINNESOTA (the "Issuer"), in connection with the issuance of the \$ _____ General Obligation _____, Series 2012__, dated November 27, 2012 (the "Obligations"). The Obligations are being issued pursuant to a Resolution of the Issuer dated November 8, 2012 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. (a) Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Obligations and in order to assist the Participating Underwriter in complying with the Rule (defined below). References in this Disclosure Certificate to holders of the Obligations shall include the beneficial owners of the Obligations. This Disclosure Certificate constitutes the written understanding under the Rule.

(b) Filing Requirements. Any filing under this Disclosure Certificate must be made solely by transmitting such filing to the MSRB (defined herein) through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by the identifying information prescribed by the MSRB.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" shall mean the Issuer's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the Issuer intends to continue to prepare in substantially the same form.

"Dissemination Agent" shall mean such person from time to time designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, whose current address is 1900 Duke Street, Suite 600, Alexandria, Virginia 22314.

“Official Statement” means the Official Statement, dated _____, 2012, delivered in connection with the original issuance and sale of the Obligations, together with any amendments thereto or supplements thereof.

“Participating Underwriter” shall mean any of the original underwriter(s) of the Obligations required to comply with the Rule in connection with offering of the Obligations.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” means the Securities and Exchange Commission or any successor to its functions governing state and municipal securities.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 365 days after the end of the fiscal year (presently December 31), commencing with the fiscal year ended December 31, 2012, provide to the MSRB, filed in accordance with Section 1(b) of this Disclosure Certificate, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date; provided, however, unaudited financial information will be provided and the Audited Financial Statements will be submitted to the MSRB when and if available. The Issuer may provide the Annual Report by specific reference to documents previously provided to the MSRB or filed with the SEC; provided, however, that if the document so referenced is a final official statement within the meaning of the Rule, such final official statement must be available from the MSRB.

(b) Not later than 15 days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer is not the Dissemination Agent).

(c) If the Issuer is unable or fails to provide an Annual Report by the date required in subsection (a), the Issuer shall send in a timely manner a notice of such fact to the MSRB in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the Audited Financial Statements and updates of the following sections of the Official Statement to the extent such financial information and operating data are not included in the Audited Financial Statements:

(a) Historic Revenues and Expenses

- (b) Description of Utility
- (c) Current Property Valuations
- (d) Direct Debt
- (e) Tax Levies & Collections
- (f) Debt Limit

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Obligations:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, if any, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Obligations, or other events affecting the tax-exempt status of the Obligations;
- (7) modifications to rights of holders of the Obligations, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Obligations, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer;

(13) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) For the purposes of the event identified in subsection (a)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event for which a determination of materiality is required, the Issuer shall as soon as possible determine if such event would constitute material information for holders of Obligations.

(d) Unless otherwise required by law, the Issuer shall submit the information in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, in and of itself, cause the undertaking herein to violate the Rule if such amendment or waiver had

been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default.

(a) The Issuer has never failed to comply in all material respects with any previous undertakings under the Rule to provide annual reports or notices of material events.

(b) In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Obligations may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Obligations.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Obligations, and shall create no rights in any other person or entity.

Section 13. Reserved Rights. The Issuer reserves the right to discontinue providing any information required under the Rule if a final determination should be made by a court of competent jurisdiction that the Rule is invalid or otherwise unlawful or, subject to the provisions

of Section 8 hereof, to modify the undertaking under this Disclosure Certificate if the Issuer determines that such modification is required by the Rule or by a court of competent jurisdiction.

Dated as of November 27, 2012.

CITY OF DULUTH, MINNESOTA

By _____
Mayor

By _____
Clerk

M:\DOCS\04431\000237\CERSU2489.DOCX

ESCROW AGREEMENT

between

CITY OF DULUTH, MINNESOTA

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION
Minneapolis, Minnesota**

as Escrow Agent

Dated as of November 27, 2012

Relating to

City of Duluth, Minnesota

**General Obligation Street Improvement Bonds, Series 2003D
dated September 1, 2003**

and

**General Obligation Street Improvement Bonds, Series 2004B
dated September 1, 2004**

and

**General Obligation Street Improvement Bonds, Series 2005D
dated October 6, 2005**

and

**General Obligation Sewer Utility Revenue Bonds, Series 2005F
dated December 19, 2005**

and

**General Obligation Steam Utility Revenue Bonds, Series 2003E
dated September 1, 2003**

and

**General Obligation Steam Utility Revenue Bonds, Series 2005B
dated June 1, 2005**

and

**General Obligation Steam Utility Revenue Bonds, Series 2006E
dated December 19, 2006**

This Escrow Agreement, dated as of November 27, 2012 (the "Escrow Agreement"), is between the CITY OF DULUTH, MINNESOTA, a home rule charter city and political subdivision of the State of Minnesota (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in Minneapolis, Minnesota, a national banking association (the "Escrow Agent").

BACKGROUND:

WHEREAS, the Issuer has heretofore issued its \$5,035,000 General Obligation Street Improvement Bonds, Series 2003D, dated September 1, 2003 (the "2003D Bonds"), of which \$2,710,000 in principal amount maturing on February 1 in the years 2013 through 2019 is outstanding (the "2003D Refunded Bonds"); and

WHEREAS, the Issuer has heretofore issued its \$4,785,000 General Obligation Street Improvement Bonds, Series 2004B, dated September 1, 2004 (the "2004B Bonds"), of which \$2,905,000 in principal amount maturing on February 1 in the years 2013 through 2020 is outstanding (the "2004B Refunded Bonds"); and

WHEREAS, the Issuer has heretofore issued its \$4,260,000 General Obligation Street Improvement Bonds, Series 2005D, dated October 6, 2005 (the "2005D Bonds"), of which \$2,865,000 in principal amount maturing on February 1 in the years 2013 through 2021 is outstanding; and the 2005D Bonds maturing on and after February 1, 2015, of which \$2,315,000 in principal amount is outstanding and is herein referred to as the "2005D Refunded Bonds," and the 2005D Bonds maturing on February 1, 2013 and February 1, 2014, of which \$550,000 in principal amount is outstanding and is herein referred to as the "Unrefunded Portion of the 2005D Bonds"; and

WHEREAS, the Issuer has heretofore issued its \$3,515,000 General Obligation Sewer Utility Revenue Bonds, Series 2005F, dated December 19, 2005 (the "2005F Bonds"), of which \$2,370,000 in principal amount maturing on February 1 in the years 2013 through 2021 is outstanding; and the 2005F Bonds maturing on and after February 1, 2015, of which \$1,920,000 in principal amount is outstanding and is herein referred to as the "2005F Refunded Bonds," and the 2005F Bonds maturing on February 1, 2013 and February 1, 2014, of which \$450,000 in principal amount is outstanding and is herein referred to as the "Unrefunded Portion of the 2005F Bonds"; and

WHEREAS, the Issuer has heretofore issued its \$2,250,000 General Obligation Steam Utility Revenue Bonds, Series 2003E, dated September 1, 2003 (the "2003E Bonds"), of which \$1,535,000 in principal amount maturing on February 1 in the years 2013 through 2023 is outstanding (the "2003E Refunded Bonds"); and

WHEREAS, the Issuer has heretofore issued its \$1,250,000 General Obligation Steam Utility Revenue Bonds, Series 2005B, dated June 1, 2005 (the "2005B Bonds"), of which \$800,000 in principal amount maturing on February 1 in the years 2013 through 2020 is outstanding (the "2005B Refunded Bonds"); and

WHEREAS, the Issuer has heretofore issued its \$4,525,000 General Obligation Steam Utility Revenue Bonds, Series 2006E, dated December 19, 2006 (the “2006E Bonds”), of which \$3,315,000 in principal amount maturing on February 1 in the years 2013 through 2022 is outstanding (the “2006E Refunded Bonds”); and

WHEREAS, the Issuer has called for the prepayment and redemption of the 2003D Refunded Bonds and the 2003E Refunded Bonds on December 27, 2012 (the “2012 Redemption Date”); and

WHEREAS, the Issuer has called for the prepayment and redemption of the 2004B Refunded Bonds maturing on and after February 1, 2014, on February 1, 2013 (the “2013 Redemption Date”); and

WHEREAS, the Issuer has called for the prepayment and redemption of the 2005D Refunded Bonds, the 2005F Refunded Bonds and the 2005B Refunded Bonds maturing on and after February 1, 2015, on February 1, 2014 (the “2014 Redemption Date”); and

WHEREAS, the Issuer has called for the prepayment and redemption of the 2006E Refunded Bonds maturing on and after February 1, 2016, on February 1, 2015 (the “2015 Redemption Date”); and

WHEREAS, the Issuer shall pay from its funds and not out of the Escrow Account (hereinafter defined), the principal of and interest on the Unrefunded Portion of the 2005D Bonds and the Unrefunded Portion of the 2005F Bonds; and

WHEREAS, the Resolutions adopted by the Issuer pursuant to which the 2003D Bonds, the 2004B Bonds, the 2005D Bonds, the 2005F Bonds, the 2003E Bonds, the 2005B Bonds and the 2006E Bonds were issued, copies of which are attached as Exhibit D (the “Refunded Obligations Resolutions”), provide for the payment, prepayment and redemption of the Refunded Obligations (as hereinafter defined), on the dates and at a price equal to the principal amount plus accrued interest after notice of the call for redemption is given by mailing such notice to the registered owner of each bond to be redeemed not less than 30 days, nor more than 60 days, prior to the applicable redemption date; and

WHEREAS, the 2003D Refunded Bonds, the 2004B Refunded Bonds, the 2005D Refunded Bonds, the 2005F Refunded Bonds, the 2003E Refunded Bonds, the 2005B Refunded Bonds and the 2006E Refunded Bonds are sometimes referred to as the “Refunded Obligations”; and

WHEREAS, the Issuer has determined to provide, by the issuance of its \$6,945,000 General Obligation Street Improvement Refunding Bonds, Series 2012D, dated November 27, 2012 (the “2012D Bonds”), funds which will be used, together with additional funds of the Issuer, for the purpose of payment, prepayment and redemption of the principal and interest on the 2012D Bonds Escrow Obligations, as hereinafter defined; and

WHEREAS, the Issuer has determined to provide, by the issuance of its \$1,925,000 General Obligation Sewer Utility Revenue Refunding Bonds, Series 2012E, dated November 27,

2012 (the “2012E Bonds”), funds which will be used for the purpose of paying the principal of and interest due on the 2012E Bonds Escrow Obligations, as hereinafter defined; and

WHEREAS, the Issuer has determined to provide, by the issuance of its \$5,500,000 Taxable General Obligation Steam Utility Revenue Refunding Bonds, Series 2012G, dated November 27, 2012 (the “2012G Bonds”), funds which will be used, together with additional funds of the Issuer, for the purpose of paying the principal and interest on the 2012G Bonds Escrow Obligations, as hereinafter defined; and

WHEREAS, the 2003D Bonds, the 2004B Bonds, the 2005D Bonds, the 2005F Bonds, the 2003E Bonds, the 2005B Bonds and the 2006E Bonds are each registered in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York (“DTC”); and

WHEREAS, proceeds of the 2012D Bonds, the 2012E Bonds and the 2012G Bonds along with certain other moneys to be delivered to the Escrow Agent are to be used to purchase certain federal securities hereinafter specified, which together with an initial cash balance are to be held in escrow by the Escrow Agent and are to be set apart and irrevocably segregated in a special trust fund sufficient to ensure the payment of the 2012D Bonds Escrow Obligations, the 2012E Bonds Escrow Obligations and the 2012G Bonds Escrow Obligations when due.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Authority. The Issuer has, in accordance with the resolutions of its governing body, adopted on November 8, 2012 (the “Resolutions”), issued and sold the 2012D Bonds, the 2012E Bonds and the 2012G Bonds for the purpose of refunding the Refunded Obligations. The Issuer hereby funds an escrow account pursuant to this Escrow Agreement (the “Escrow Account”), from which the following shall be paid:

A. (i) for the prepayment and redemption of the 2003D Refunded Bonds on the 2012 Redemption Date; (ii) for paying the principal of and interest due on the 2004B Refunded Bonds on the 2013 Redemption Date and the prepayment and redemption of the 2004B Refunded Bonds maturing on and after February 1, 2014, on the 2013 Redemption Date; and (iii) for paying the interest due on the 2005D Refunded Bonds on February 1, 2013, August 1, 2013 and February 1, 2014, and for the prepayment and redemption of the 2005D Refunded Bonds maturing on and after February 1, 2015, on the 2014 Redemption Date (collectively, the “2012D Bonds Escrow Obligations”); and

B. for the payment of interest due on the 2005F Refunded Bonds on February 1, 2013, August 1, 2013, and February 1, 2014, and for the prepayment and redemption of the 2005F Refunded Bonds maturing on and after February 1, 2015, on the 2014 Redemption Date (the “2012E Bonds Escrow Obligations”); and

C. (i) for the prepayment and redemption of the 2003E Refunded Bonds on the 2012 Redemption Date; (ii) for payment of principal and interest due on the 2005B

Refunded Bonds on February 1, 2013, August 1, 2013, and on February 1, 2014, and for the prepayment and redemption of the 2005B Refunded Bonds maturing on and after February 1, 2015, on the 2014 Redemption Date; and (iii) for the payment of the principal and interest due on the 2006E Refunding Bonds on February 1, 2013, and on each interest payment date thereafter through February 1, 2015, and for the prepayment and redemption of the 2006E Refunded Bonds maturing on and after February 1, 2016, on the 2015 Redemption Date (collectively, the “2012D Bonds Escrow Obligations”).

The amounts due on the dates set forth in Section 1, subparagraphs A, B and C for the 2012D Bonds Escrow Obligations, the 2012E Bonds Escrow Obligations and the 2012G Bonds Escrow Obligations are collectively referred “Escrow Payment Obligations.” The Issuer has authorized the call for the redemption of the Refunded Obligations.

Section 2. Directions to Escrow Agent.

- A. In order to fund the Escrow Account, the Issuer directs the Escrow Agent that:
- i. the proceeds of the 2012D Bonds in the amount of \$_____;
 - ii. the Issuer’s funds from the debt service accounts for the 2003D Bonds, the 2004B Bonds and the 2005D Bonds in the amount of \$809,466.26;
 - iii. the proceeds of the 2012E Bonds in the amount of \$_____;
 - iv. the proceeds of the 2012G Bonds in the amount of \$_____;
 - v. the Issuer’s funds from the debt service accounts for the 2003E Bonds, the 2005B Bonds and the 2006E Bonds in the amount of \$585,845.01, all as set forth on Exhibit A;

be applied by the Escrow Agent:

- a. to the purchase of obligations of the United States of America described in Exhibit B (the “Federal Securities”);
- b. to the Escrow Payment Obligations described in Section 1 hereof;
- c. to pay the escrow agent and paying agent fees pursuant to Section 8 hereof; and
- d. to transfer the additional proceeds as set forth on Exhibit A to the Issuer.

B. The Issuer further directs that the Federal Securities shall be used to pay the Escrow Payment Obligations on the dates set forth in Section 1 hereof.

C. The amount of the Federal Securities, together with investment income thereon, is sufficient to pay the Escrow Payment Obligations when due.

Section 3. Escrow Account.

A. The Escrow Agent acknowledges receipt of the Federal Securities and Cash Balance and agrees that it will hold such Federal Securities and Cash Balance in the Escrow Account, which shall be a special, segregated and irrevocable Escrow Account in the name of the Issuer.

B. The deposit made to the Escrow Account constitutes an irrevocable deposit for the benefit of the holders of the Refunded Obligations. The Federal Securities, together with any interest earned thereon and the Cash Balance in the Escrow Account shall be held in trust and shall be applied solely in accordance with the provisions hereof and of the Resolutions.

C. The Escrow Account created hereby shall be unconditional and irrevocable (except with the written consent of the holders of all outstanding Refunded Obligations), and the holders of the Refunded Obligations shall have an express lien on the Federal Securities and Cash Balance in the Escrow Account until paid out, used and applied in accordance with this Escrow Agreement and the Resolutions.

D. It is recognized that title to the Federal Securities and Cash Balance and other amounts held in the Escrow Account from time to time shall remain vested in the Issuer, but subject always to the prior charge and lien thereof of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such Federal Securities, Cash Balance and other monies in a special trust fund separate and apart from all other funds and securities of the Escrow Agent, and shall never commingle such Federal Securities or Cash Balance with any other monies.

E. Except as set forth herein, or as may be directed by the Issuer if accompanied by a legal opinion of nationally-recognized bond counsel in form and substance satisfactory to the Escrow Agent, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of the Federal Securities held hereunder or to sell, transfer or otherwise dispose of the Federal Securities acquired hereunder, except to collect the principal thereof at maturity and the interest thereon as the same become due and payable. In the event the Escrow Account is reinvested, such reinvestment shall comply with the provisions of Minnesota Statutes, Section 475.67.

Section 4. Escrow Verification Report. The Issuer and the Escrow Agent acknowledge receipt of a report of _____ of _____, _____, certified public accountants (the "Escrow Verification Report"), verifying that the Federal Securities, together with the interest to be earned thereon and the Cash Balance in the Escrow Account, will be sufficient to pay the Escrow Payment Obligations as provided for in Section 1.

Section 5. Issuer Covenants.

A. The Issuer covenants that it will not repeal or amend the Refunded Obligations Resolutions or the Resolutions authorizing the 2012D Bonds, the 2012E Bonds or the 2012G Bonds.

B. The Issuer covenants that upon receipt of notice from the Escrow Agent pursuant to Section 6.E. of this Agreement that monies on hand in the Escrow Account and available for payment of the Escrow Payment Obligations as provided for in Section 1, will not be sufficient to make any payment when due to the holders of any of the Refunded Obligations, the Issuer will forthwith deposit in the Escrow Account, but only from monies on hand and legally available for such purpose, such additional monies as may be required to pay fully the amount so to become due and payable, and the Issuer recognizes its obligation under Minnesota Statutes, Section 475.61, to levy ad valorem taxes on all taxable property over which the Issuer has jurisdiction to the extent required to produce the monies necessary for this purpose.

C. The Issuer covenants that any monies held in trust by the Escrow Agent for the payment and discharge of any of the Refunded Obligations which remain after the 2015 Redemption Date and are returned to the Issuer in accordance with this Agreement, will be utilized in accordance with the Resolutions.

Section 6. Duties of the Escrow Agent.

A. The Escrow Agent agrees that it shall provide written notices of defeasance of the Refunded Obligations and notices of redemption to the holders of the Refunded Obligations as set forth in Exhibit C. The Notices of Defeasance shall be given within 10 days of the date hereof and the Notices of Redemption shall be given at least 30 days but not more than 60 days prior to the applicable redemption dates.

B. The Escrow Agent agrees with respect to payments of principal of or interest coming due on the Refunded Obligations on and prior to the applicable redemption dates that it shall remit from the Escrow Account directly to the holders of the Refunded Obligations the money required for payment of the principal of and interest due on the Refunded Obligations as set forth in Section 1.

C. The Escrow Agent agrees with respect to payment of the outstanding principal amount of the Refunded Obligations called for prepayment and redemption on the applicable redemption dates that it shall remit from the Escrow Account directly to the holders of the Refunded Obligations the principal amount of the Refunded Obligations called for prepayment and redemption on the applicable redemption dates.

D. The Escrow Agent shall collect the matured principal of and interest on the Federal Securities as they become due and payable.

E. The Escrow Agent shall immediately notify the Issuer if at any time it shall appear to the Escrow Agent that the monies on hand in the Escrow Account and available for payment of the Escrow Payment Obligations will not be sufficient to make any payment when due to the holders of any of the Refunded Obligations.

F. The Escrow Agent shall return to the Issuer any monies held in trust for the payment and discharge of any of the Refunded Obligations which remain after the 2015 Redemption Date.

Section 7. Reliance by Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Mayor or the Clerk as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the Clerk of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

Section 8. Limitation of Escrow Agent Liability. It is understood and agreed that the responsibilities of the Escrow Agent under this Escrow Agreement are limited to: (a) the safekeeping and segregation of the Federal Securities, Cash Balance and other monies deposited in the Escrow Account; (b) the collection of and accounting for the principal and interest payable with respect thereto; (c) the application of money in the Escrow Account as herein provided; and (d) providing the Notices of Defeasance and the Notices of Redemption as required by Section 6.A. herein; provided, however, that no provision of this Escrow Agreement herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but monies of an equal amount (except to the extent such are represented by investments permitted under this Escrow Agreement) shall always be maintained on hand as funds held by the Escrow Agent as trustee, belonging to the Issuer and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments. In the event of the Escrow Agent's failure to account for any money or obligations held by it in the Escrow Account, such money and obligations shall be and remain the property of the Issuer, and if for any reason such money or obligations cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof, and the Issuer shall be entitled to a preferred claim upon such assets.

Section 9. Fees of Escrow Agent. The Escrow Agent also acknowledges receipt of the sum of \$ _____ which shall be used for the payment of the fees and expenses of the Escrow Agent in connection with and for services rendered by it pursuant to this Escrow Agreement. The Escrow Agent shall have no lien whatsoever upon, and hereby expressly waives any such lien or any claim against, any of the Federal Securities and monies in the Escrow Account for the payment of said fees and expenses. If the fees or expenses are less than estimated, the Escrow Agent shall, as soon as reasonably practicable, return the unused monies to the Issuer.

Section 10. Concerning the Bondholders. This Escrow Agreement shall be binding upon and inure to the benefit of the Issuer and the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Obligations. Such third-party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if such third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Section 11. Term. This Escrow Agreement shall terminate when the Refunded Obligations have been paid in accordance with the provisions of this Escrow Agreement. If any Refunded Obligations are not presented to the bond registrar and paying agent for the Refunded Obligations for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 13. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Notices. Unless otherwise provided by the respective parties, all notices to each of them shall be addressed as follows:

To the Issuer:	City of Duluth, Minnesota Attention: Chief Financial Officer 107 City Hall 411 West First Street Duluth, MN 55802
To the Fiscal Consultant:	Public Financial Management, Inc. 800 Nicollet Mall, Suite 2710 Minneapolis, MN 55402
To Bond Counsel:	Fryberger, Buchanan, Smith & Frederick, P.A. Attention: Robert E. Toftey 302 West Superior Street, Suite 700 Duluth, MN 55802
To the Escrow Agent:	Wells Fargo Bank, National Association Corporate Trust and Escrow Services 625 Marquette Avenue, 11 th Floor MAC Code N9311-115 Minneapolis, MN 55479
To the Registrar and Paying Agent for the Refunded Obligations:	Wells Fargo Bank, National Association Corporate Trust and Escrow Services 625 Marquette Avenue, 11 th Floor MAC Code N9311-115 Minneapolis, MN 55479

Section 16. Exhibits. The Exhibits to this Escrow Agreement are as follows:

- Exhibit A Sources and Uses of Funds**
- Exhibit B Federal Securities**
- Exhibit C-1 Notice of Call for Redemption of 2003D Refunded Bonds**
- Exhibit C-2 Notice of Call for Redemption of 2003E Refunded Bonds**
- Exhibit C-3 Notice of Call for Redemption of 2004B Refunded Bonds**
- Exhibit C-4 Notices of Defeasance and Call for Redemption of 2005B Refunded Bonds**
- Exhibit C-5 Notices of Defeasance and Call for Redemption of 2005D Refunded Bonds**
- Exhibit C-6 Notices of Defeasance and Call for Redemption of 2005F Refunded Bonds**
- Exhibit C-7 Notices of Defeasance and Call for Redemption of 2006E Refunded Bonds**
- Exhibit D Refunded Obligations Resolutions**

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF DULUTH, MINNESOTA

By _____
Mayor

By _____
City Clerk

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Its _____

(Signature page to Escrow Agreement between the City of Duluth, Minnesota, and Wells Fargo Bank, National Association, as Escrow Agent)

EXHIBIT A

<i>SOURCES OF FUNDS</i>	
Proceeds of the 2012D Bonds	*
Issuer Funds – Debt Service Accounts for the 2003D Bonds, 2004B Bonds and the 2005D Bonds	
Proceeds of the 2012E Bonds	**
Proceeds of the 2012G Bonds	***
Issuer Funds - Debt Service Accounts for the 2003E Bonds, the 2005B Bonds and the 2006E Bonds	
Accrued Interest	0.00
TOTAL	

<i>USES OF FUNDS</i>	
Federal Securities	
Cash Balance	
Escrow Agent Fees	
TOTAL	

- * \$ _____ of the proceeds of the 2012D Bonds to Issuer for costs of issuance and rounding amount
- ** \$ _____ of the proceeds of the 2012E Bonds to Issuer for costs of issuance and rounding amount
- *** \$ _____ of the proceeds of the 2012G Bonds to Issuer for costs of issuance and rounding amount

EXHIBIT B

**FEDERAL SECURITIES
(U.S. TREASURY)**

EXHIBIT C-1

NOTICE OF CALL FOR REDEMPTION \$5,035,000 GENERAL OBLIGATION STREET IMPROVEMENT BONDS, SERIES 2003D OF THE CITY OF DULUTH, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), there have been called for redemption and prepayment on

December 27, 2012,

all outstanding Bonds of the City designated as General Obligation Street Improvement Bonds, Series 2003D, dated September 1, 2003, having stated maturity dates of February 1 in the years 2013 through 2019, both inclusive, totaling \$2,710,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2013	\$340,000	4.000%	264436 Y3 4
R-10	2014	350,000	4.000%	264436 Y4 2
R-11	2015	365,000	4.000%	264436 Y5 9
R-12	2016	385,000	4.125%	264436 Y6 7
R-13	2017	405,000	4.250%	264436 Y7 5
R-14	2018	420,000	4.375%	264436 Y8 3
R-15	2019	445,000	4.500%	264436 Y9 1

The Bonds are being called at a price of par plus accrued interest to December 27, 2012, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association (formerly known as Wells Fargo Bank Minnesota, National Association), Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before December 27, 2012.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the City nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent for the City of
Duluth, Minnesota

EXHIBIT C-2

NOTICE OF CALL FOR REDEMPTION \$2,250,000 GENERAL OBLIGATION STEAM UTILITY REVENUE BONDS, SERIES 2003E OF THE CITY OF DULUTH, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), there have been called for redemption and prepayment on

December 27, 2012,

all outstanding Bonds of the City designated as General Obligation Steam Utility Revenue Bonds, Series 2003E, dated September 1, 2003, having stated maturity dates of February 1 in the years 2013 through 2023, both inclusive, totaling \$1,535,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2013	\$110,000	3.800%	264436 2A 3
R-10	2015	235,000	4.000%	264436 2C 9
R-11	2016	125,000	4.125%	264436 2D 7
R-12	2017	130,000	4.300%	264436 2E 5
R-13	2018	140,000	4.400%	264436 2F 2
R-14	2019	145,000	4.500%	264436 2G 0
R-15	2020	150,000	4.600%	264436 2H 8
R-16	2021	160,000	4.700%	264436 2J 4
R-17	2022	165,000	4.750%	264436 2K 1
R-18	2023	175,000	4.750%	264436 2L 9

The Bonds are being called at a price of par plus accrued interest to December 27, 2012, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association (formerly known as Wells Fargo Bank Minnesota, National Association), Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before December 27, 2012.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the City nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent for the City of
Duluth, Minnesota

EXHIBIT C-3

**NOTICE OF CALL FOR REDEMPTION
\$4,785,000 GENERAL OBLIGATION STREET IMPROVEMENT BONDS, SERIES 2004B
OF THE CITY OF DULUTH, MINNESOTA**

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2013,

all outstanding Bonds of the City designated as General Obligation Street Improvement Bonds, Series 2004B, dated September 1, 2004, having stated maturity dates of February 1 in the years 2014 through 2020, both inclusive, totaling \$2,600,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2014	\$320,000	4.000%	264436 5A 0
R-10	2015	335,000	4.000%	264436 5B 8
R-11	2016	350,000	4.000%	264436 5C 6
R-12	2017	370,000	4.000%	264436 5D 4
R-13	2018	390,000	4.000%	264436 5E 2
R-14	2019	405,000	4.500%	264436 5F 9
R-15	2020	430,000	4.625%	264436 5G 7

The Bonds are being called at a price of par plus accrued interest to February 1, 2013, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before February 1, 2013.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the City nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent for the City of
Duluth, Minnesota

EXHIBIT C-4

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION \$1,250,000 GENERAL OBLIGATION STEAM UTILITY REVENUE BONDS, SERIES 2005B OF THE CITY OF DULUTH, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), the City has deposited with Wells Fargo Bank, National Association (the "Escrow Agent") pursuant to an Escrow Agreement dated as of November 27, 2012, U.S. Government Obligations in an amount, together with interest thereon, which will be sufficient to pay the principal and interest on all outstanding bonds of the maturities set forth below of the City designated as General Obligation Steam Utility Revenue Bonds, Series 2005B, dated June 1, 2005 (the "Bonds"), on February 1, 2013, August 1, 2013 and February 1, 2014, and to prepay and redeem all of the Bonds maturing on and after February 1, 2015, on February 1, 2014 (the "Redemption Date"). The Bonds which are defeased and their CUSIP numbers are as follows:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-7	2013	\$ 85,000	3.50%	264438 AR 3
R-8	2014	90,000	3.60%	264438 AS 1
R-9	2015	95,000	3.70%	264438 AT 9
R-10	2016	100,000	3.80%	264438 AU 6
R-11	2017	100,000	3.95%	264438 AV 4
R-12	2018	105,000	4.05%	264438 AW 2
R-13	2019	110,000	4.10%	264438 AX 0
R-14	2020	115,000	4.15%	264438 AY 8

The Bonds being called for redemption and prepayment are being called at a price of par plus accrued interest to the Redemption Date on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before the Redemption Date.

* Indicates full call of stated maturity.

** Neither the City nor the Escrow Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Defeasance and Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

Dated: November 27, 2012

BY ORDER OF THE CITY COUNCIL OF THE CITY
OF DULUTH, MINNESOTA

EXHIBIT C-4, continued

**NOTICE OF CALL FOR REDEMPTION
\$1,250,000 GENERAL OBLIGATION STEAM UTILITY REVENUE BONDS, SERIES 2005B
OF THE CITY OF DULUTH, MINNESOTA**

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2014,

all outstanding Bonds of the City designated as General Obligation Steam Utility Revenue Bonds, Series 2005B, dated June 1, 2005, having stated maturity dates of February 1 in the years 2015 through 2020, both inclusive, totaling \$625,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2015	\$ 95,000	3.70%	264438 AT 9
R-10	2016	100,000	3.80%	264438 AU 6
R-11	2017	100,000	3.95%	264438 AV 4
R-12	2018	105,000	4.05%	264438 AW 2
R-13	2019	110,000	4.10%	264438 AX 0
R-14	2020	115,000	4.15%	264438 AY 8

The Bonds are being called at a price of par plus accrued interest to February 1, 2014, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before February 1, 2014.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the City nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent for the City of
Duluth, Minnesota

EXHIBIT C-5

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION \$4,260,000 GENERAL OBLIGATION STREET IMPROVEMENT BONDS, SERIES 2005D OF THE CITY OF DULUTH, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), the City has deposited with Wells Fargo Bank, National Association (the "Escrow Agent") pursuant to an Escrow Agreement dated as of November 27, 2012, U.S. Government Obligations in an amount, together with interest thereon, which will be sufficient to pay the interest on all outstanding bonds of the maturities set forth below of the City designated as General Obligation Street Improvement Bonds, Series 2005D, dated October 6, 2005 (the "Bonds"), on February 1, 2013, August 1, 2013 and February 1, 2014, and to prepay and redeem all of the Bonds maturing on and after February 1, 2015, on February 1, 2014 (the "Redemption Date"). The Bonds which are defeased and their CUSIP numbers are as follows:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2015	\$290,000	4.000%	264438 BX 9
R-10	2016	305,000	4.000%	264438 BY 7
R-11	2017	315,000	4.000%	264438 BZ 4
R-12	2018	330,000	4.000%	264438 CA 8
R-13	2019	345,000	4.100%	264438 CB 6
R-14	2020	355,000	4.125%	264438 CC 4
R-15	2021	375,000	4.250%	264438 CD 2

Note – the 2013 and 2014 maturities of the Bonds have not been defeased.

The Bonds being called for redemption and prepayment are being called at a price of par plus accrued interest to the Redemption Date on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before the Redemption Date.

* Indicates full call of stated maturity.

** Neither the City nor the Escrow Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Defeasance and Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

Dated: November 27, 2012

BY ORDER OF THE CITY COUNCIL OF THE CITY
OF DULUTH, MINNESOTA

EXHIBIT C-5, continued

**NOTICE OF CALL FOR REDEMPTION
\$4,260,000 GENERAL OBLIGATION STREET IMPROVEMENT BONDS, SERIES 2005D
OF THE CITY OF DULUTH, MINNESOTA**

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2014,

all outstanding Bonds of the City designated as General Obligation Street Improvement Bonds, Series 2005D, dated October 6, 2005, having stated maturity dates of February 1 in the years 2015 through 2021, both inclusive, totaling \$2,315,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2015	\$290,000	4.000%	264438 BX 9
R-10	2016	305,000	4.000%	264438 BY 7
R-11	2017	315,000	4.000%	264438 BZ 4
R-12	2018	330,000	4.000%	264438 CA 8
R-13	2019	345,000	4.100%	264438 CB 6
R-14	2020	355,000	4.125%	264438 CC 4
R-15	2021	375,000	4.250%	264438 CD 2

The Bonds are being called at a price of par plus accrued interest to February 1, 2014, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before February 1, 2014.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the City nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent for the City of
Duluth, Minnesota

EXHIBIT C-6

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION \$3,515,000 GENERAL OBLIGATION SEWER UTILITY REVENUE BONDS, SERIES 2005F OF THE CITY OF DULUTH, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), the City has deposited with Wells Fargo Bank, National Association (the "Escrow Agent") pursuant to an Escrow Agreement dated as of November 27, 2012, U.S. Government Obligations in an amount, together with interest thereon, which will be sufficient to pay the interest on all outstanding bonds of the maturities set forth below of the City designated as General Obligation Sewer Utility Revenue Bonds, Series 2005F, dated December 19, 2005 (the "Bonds"), on February 1, 2013, August 1, 2013 and February 1, 2014, and to prepay and redeem all of the Bonds maturing on and after February 1, 2015, on February 1, 2014 (the "Redemption Date"). The Bonds which are defeased and their CUSIP numbers are as follows:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2015	\$240,000	3.90%	264438 CZ 3
R-10	2016	250,000	4.00%	264438 DA 7
R-11	2017	260,000	4.05%	264438 DB 5
R-12	2018	275,000	4.15%	264438 DC 3
R-13	2019	285,000	4.20%	264438 DD 1
R-14	2020	300,000	4.25%	264438 DE 9
R-15	2021	310,000	4.30%	264438 DF 6

Note – the 2013 and 2014 maturities of the Bonds have not been defeased.

The Bonds being called for redemption and prepayment are being called at a price of par plus accrued interest to the Redemption Date on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before the Redemption Date.

* Indicates full call of stated maturity.

** Neither the City nor the Escrow Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Defeasance and Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

Dated: November 27, 2012

BY ORDER OF THE CITY COUNCIL OF THE CITY
OF DULUTH, MINNESOTA

EXHIBIT C-6, continued

**NOTICE OF CALL FOR REDEMPTION
\$3,515,000 GENERAL OBLIGATION SEWER UTILITY REVENUE BONDS, SERIES 2005F
OF THE CITY OF DULUTH, MINNESOTA**

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2014,

all outstanding Bonds of the City designated as General Obligation Sewer Utility Revenue Bonds, Series 2005F, dated December 19, 2005, having stated maturity dates of February 1 in the years 2015 through 2021, both inclusive, totaling \$1,920,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2015	\$240,000	3.90%	264438 CZ 3
R-10	2016	250,000	4.00%	264438 DA 7
R-11	2017	260,000	4.05%	264438 DB 5
R-12	2018	275,000	4.15%	264438 DC 3
R-13	2019	285,000	4.20%	264438 DD 1
R-14	2020	300,000	4.25%	264438 DE 9
R-15	2021	310,000	4.30%	264438 DF 6

The Bonds are being called at a price of par plus accrued interest to February 1, 2014, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before February 1, 2014.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the City nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent for the City of
Duluth, Minnesota

EXHIBIT C-7

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION \$4,525,000 GENERAL OBLIGATION STEAM UTILITY REVENUE BONDS, SERIES 2006E OF THE CITY OF DULUTH, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), the City has deposited with Wells Fargo Bank, National Association (the "Escrow Agent") pursuant to an Escrow Agreement dated as of November 27, 2012, U.S. Government Obligations in an amount, together with interest thereon, which will be sufficient to pay the principal and interest on all outstanding bonds of the maturities set forth below of the City designated as General Obligation Steam Utility Revenue Bonds, Series 2006E, dated December 19, 2006 (the "Bonds"), on February 1, 2013, August 1, 2013, February 1, 2014, August 1, 2014, and February 1, 2015, and to prepay and redeem all of the Bonds maturing on and after February 1, 2016, on February 1, 2015 (the "Redemption Date"). The Bonds which are defeased and their CUSIP numbers are as follows:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-6	2013	\$275,000	4.000%	264438 HR 6
R-7	2014	285,000	4.000%	264438 HS 4
R-8	2015	300,000	4.000%	264438 HT 2
R-9	2016	310,000	4.000%	264438 HU 9
R-10	2017	320,000	4.000%	264438 HV 7
R-11	2018	335,000	4.000%	264438 HW 5
R-12	2019	350,000	4.000%	264438 HX 3
R-13	2020	365,000	4.000%	264438 HY 1
R-14	2021	380,000	4.000%	264438 HZ 8
R-15	2022	395,000	4.125%	264438 JA 1

The Bonds being called for redemption and prepayment are being called at a price of par plus accrued interest to the Redemption Date on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before the Redemption Date.

* Indicates full call of stated maturity.

** Neither the City nor the Escrow Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Defeasance and Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

Dated: November 27, 2012

BY ORDER OF THE CITY COUNCIL OF THE CITY
OF DULUTH, MINNESOTA

EXHIBIT C-7, continued

**NOTICE OF CALL FOR REDEMPTION
\$4,525,000 GENERAL OBLIGATION STEAM UTILITY REVENUE BONDS, SERIES 2006E
OF THE CITY OF DULUTH, MINNESOTA**

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Duluth, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2015,

all outstanding Bonds of the City designated as General Obligation Steam Utility Revenue Bonds, Series 2006E, dated December 19, 2006, having stated maturity dates of February 1 in the years 2016 through 2022, both inclusive, totaling \$2,455,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2016	\$310,000	4.000%	264438 HU 9
R-10	2017	320,000	4.000%	264438 HV 7
R-11	2018	335,000	4.000%	264438 HW 5
R-12	2019	350,000	4.000%	264438 HX 3
R-13	2020	365,000	4.000%	264438 HY 1
R-14	2021	380,000	4.000%	264438 HZ 8
R-15	2022	395,000	4.125%	264438 JA 1

The Bonds are being called at a price of par plus accrued interest to February 1, 2015, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Wells Fargo Bank, National Association, Corporate Trust Operations, P.O. Box 1517, Minneapolis, Minnesota 55480-1517, on or before February 1, 2015.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the City nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent for the City of
Duluth, Minnesota

EXHIBIT D

REFUNDED BONDS RESOLUTIONS