

*Proctor's Vision*  
*Proctor, rich with railroad heritage, values above all, its people and their environment. Working together*  
*is our pathway to a safe, secure and progressive community*  
*Slogan: "You Have A Place In Proctor"*

**AGENDA**  
**PROCTOR CITY COUNCIL MEETING**  
**Monday, March 21<sup>st</sup> 2022 6:00 pm**  
**Council Chambers - Community Activity Center - 100 Pionk Drive**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**OTHERS PRESENT**

**APPROVAL OF MINUTES** City Council Meeting minutes from Tuesday, February 22<sup>nd</sup> 2022

**APPROVAL OF AGENDA**

**COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:**

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

**\*1. COMMUNICATIONS**

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

**\*3. COMMITTEE REPORTS**

- A. PEDDA Minutes February 8<sup>th</sup>, 2022
- B. PUC Minutes December 13, 2021
- C. PUC Minutes February 24, 2022
- D. Planning & Zoning Minutes January 24<sup>th</sup>, 2022
- E. Police Civil Service Joint Meeting March 7<sup>th</sup>, 2022

**4. CLERK ADVISES COUNCIL**

- A. Legislative Update
- B. Playground for Everybody Update
- C. New Boilers
- D. Speedway Contract Update
- E. Softball Field #1

**5. UNFINISHED BUSINESS**

- A. Lowest Responsible Bidder
- B. Government Data Practices
- C. American Rescue Plan
- D. Capital Budget Request
- E. City Rebrand Process

F.Purchasing Policy

**6. NEW BUSINESS**

**A. South St. Louis County Fair Association Request**

**B. Proctor Fire Department – Hiring Recommendations**

**C. Proctor Fire Relief Association Bylaw Amendment**

**D. Mountain Spirits cooler Upgrade**

**MEMBER CONCERNS**

**Benson:**

**DeWall:**

**Johnson:**

**Rohweder:**

**Ward:**

**Attorney Bray:**

**BILLS FOR APPROVAL**

General: \$139,721.60

Liquor: \$32,142.91

**TOTAL BILLS FOR APPROVAL: \$171,864.51**

**ADJOURNMENT**

MINUTES OF THE PROCTOR CITY COUNCIL MEETING for March 7, 2022

Meeting was streamed live on the Trac 7 YouTube channel, as well as attendance of up to fifteen members of the public to accommodate for social distancing.

Mayor Ward called the meeting to order at 6:00 pm

MEMBERS PRESENT: Mayor Ward, Councilor Troy DeWall, Councilor Jake Benson, Councilor Rohweder, Councilor Johnson

OTHERS PRESENT: City Attorney John Bray, Chief Kent Gaidis, City Administrator Jess Rich, Ted Kiefat, Jim Schwarzbauer

Motion by Ward, seconded by DeWall and carried 5-0 to approve the minutes from Tuesday, February 22<sup>nd</sup>, 2022.

Motion by Rohweder, seconded by Johnson and carried 5-0 to approve the agenda for Monday, March 7<sup>th</sup>, 2022 with the following changes:

Move item 6C: COVID-19 Plans and Protocols to item 6A and move item 6G: Historical Society #225 Club to item 6B.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

None

Motion by Rohweder, seconded by Benson and carried 5-0 to approve the consent agenda,

**\*1. COMMUNICATIONS**

A. WLSSD 2021 Adjustment

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

**\*3. COMMITTEE REPORTS**

**4. CLERK ADVISES COUNCIL**

A. Safe Routes to School Grant Notification

Administrator Rich states the city did not receive the grant from the State of Minnesota for the Safe Routes to School 2<sup>nd</sup> St and 9<sup>th</sup> Ave project. The application was denied in full, thus changing the scope of the project in its entirety. The 2<sup>nd</sup> St planning committee will be meeting on Thursday, March 17<sup>th</sup> to discuss the scope and changes of the project along with possible street design options.

B. Stauber FY23 General Community Project Request

Administrator submitted requests for the Munger Trail Spur and extension of utilities under I-35 to in a response to the inquire Stauber sent out to communities. Rich states both of these projects have been included in CIP proposals for several years and felt they were worth the inquiry.

C. CDBG COVID 19 and ESG Grants

Responding to Councilor Benson from the last council meeting, Administrator Rich provides information pertaining to specific grant requirements. The ESG grant pertains to addressing situations pertaining to homelessness, while the CDBG-CV may have opportunities through the food shelf. She is requesting recommendations from council if there are other community needs to be addressed through these grant opportunities.

Motion by Benson, seconded by Ward and carried 5-0 to accept Administrator Rich's proposal upon consent of the food shelf to submit a grant application on behalf of the City of Proctor.

Councilor DeWall suggests seeking possibilities of SRO, law enforcement, police protection, education materials and/or services as eligible qualifying expenses when considering the grant application. Administrator Rich adds this grant opportunity will also be presented to PEDAs as there are additional business/economic development portions as well.

D. Sand Salt Building Update

Greystone held a pre-construction meeting last week with city staff to review material needs and timelines. SEH is finalizing building design, and funds from the bond have been secured. The project overall at this time is progressing in accordance with the previously established timeline and is on course to begin this spring.

E. Sales Tax Legislation Update

Additional sales tax was submitted in accordance with the legislation deadline. Administrator Rich attended an online meeting with the chair of the committee to discuss the submitted proposal. Administrator Rich and Councilor Benson will attend the first hearing on Wednesday, March 9<sup>th</sup>, 2022 and present to the legislature at that time.

**5. UNFINISHED BUSINESS**

- A. Lowest Responsible Bidder
- B. Government Data practices
- C. American Rescue Plan
- D. Capital Budget Request

**6. NEW BUSINESS**

**C. COVID-19 Plans and Protocols**

Motion by Ward, seconded by Rohweder and carried 5-0 to remove the mask mandate in all city buildings effective immediately.

**G. Historical Society #225 Club**

Jim Schwarzbauer is present on behalf of the Proctor Historical Society as their treasurer. He provides a financial summary, presents a check in the amount of \$2,225.00, noting the success of the #225 club. Schwarzbauer states the loan balance owed to the city is just over \$7600.00, continued donations to the #225 club will allow for continued debt repayment.

**A. Resolution 11-22 Ducks Unlimited Raffle at Blackwoods Event Center**

Motion by Rohweder, seconded by Johnson and carried 5-0 to approve resolution 11-22 issuing a gambling permit to Ducks Unlimited, St. Louis By 125 to hold a raffle at Blackwoods Event Center on April 15, 2022.

**B. Police Civil Service Commission – Hiring Recommendation**

Motion by Benson, seconded by Ward and carried 5-0 to approve the hiring of Lucas Hedin as a Police Officer as recommended by the Police Civil Service Commission.

**D. Home Occupation Recommendations**

Motion by Johnson, seconded by Rohweder and carried 5-0 to accept the home occupation permits from the Planning & Zoning Commission as submitted.

**E. Planning & Zoning Commissioner Appointment Recommendation**

Motion by Ward, seconded by DeWall and carried 5-0 to approve the recommendation as submitted and seat Terry D. Inman to the Planning & Zoning Commission.

**F. Code Amendment 1002.03 Subd. 6 Exceptions for Rear Yard – 1<sup>st</sup> Reading**

Clerical amendment to code language contradicting in other sections. With an already established rear-yard setback, there is no need for additional language addressing sill and overhang of 18”.

**MEMBER CONCERNS**

Benson: Attended LMC Institute Advance Program conference addressing negotiation, conflict resolutions, and communication strategies. Councilor Benson found the conversations addressing police departments and conversing with others from communities of all sizes interesting, and beneficial if more programs are offered in the future.

DeWall: None

Johnson: Extends gratitude to PUC for attending to 39 street lights around town.

Rohweder: Requests update on committee addressing rebranding and Proctor city signs.

Mayor Ward: Will be attending the State of the City along with Hermantown and Rice lake on Thursday, March 17<sup>th</sup>.

Attorney Bray: None

BILLS FOR APPROVAL

**General: \$91,580.80**

**Liquor: \$54,020.63**

**TOTAL BILLS FOR APPROVAL: \$145,601.43**

Motion by Rohweder, seconded by Ward and carried 5-0 to approve the bills as submitted.

Motion by DeWall, seconded by Ward and carried 5-0 to adjourn the meeting at 5:27 pm.

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Chad Ward  
Mayor

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Jess Rich  
City Administrator

Minutes of the Proctor Economic Development Authority Meeting held at 6:00 p.m. Tuesday, February 8, 2022, at the Proctor Area Community Center.

The meeting was called to order by PEDA Chair Madson at 6:07 p.m.

MEMBERS PRESENT: Chair Madson, Commissioner Troy DeWall, Commissioner Schwarzbauer, Commissioner Bingaman

MEMBERS ABESTN: Mayor Ward

OTHERS PRESENT: City Attorney John Bray.

Chair Madson swore in Mr. Eric Bingaman as a City of Proctor Economic Development Authority Commissioner.

Motion by Commission Schwarzbauer, seconded by Commissioner DeWall and carried (4-0) to approve the January 2022 Minutes.

Motion by Commissioner Bingaman, seconded by Commissioner Schwarzbauer and carried (4-0) to approve the agenda.

CITIZEN COMMENTS – None

COMMUNICATIONS – None

PLANNING & ZONING COMMISSION MATTERS – No new information on mixed use zoning for land south of I35.

PEDA CHAIR AND SECRETARY ADVISES AUTHORITY – Written Report.

- Loan Payments – Loan payments to PED A are up to date and being made on time.
- Budget Surplus Update – Commissioner DeWall confirmed the Proctor City Council did approve PED A surplus budget funds be transferred to PED A savings for future projects.
- Congressman Pete Stauber Community Project Request and Proposal. Commissioner DeWall reported if the grant is awarded, the grant award will be presented to PED A and the City Council. Commissioner Schwarzbauer inquired about the City Administrator's time being put into grant writing asking if the City Council has a plan to give this responsibility to other staff. Commissioner DeWall stated this will be addressed by the City Council in the future as there are many opportunities for grants and Administrator Rich will need support in grant writing and grant administration.
- St. Louis County is offering the City of Proctor tax forfeited land before it is offered to the public. Commission has questions on what the property is zoned, what is 'public use' requirements for public acquisition. Commissioner DeWall states it one public use could be a park, but this is a very busy intersection, and it might be good place for store fronts. There may be some distance to the utilities, but it may be good to have it in PED A inventory.

Motion by Chair Madson, seconded by Commissioner DeWall and carried (4-0) to direct Secretary

Rich to research the opportunity and report on zoning status, any back taxes owed and public use criteria.

ECONOMIC DEVELOPMENT- PER MN STATUTES 13D05 AND ECONOMIC DEVELOPMENT DATA, AND ATTORNEY CLIENT PRIVILEGE. CLOSED MEETING

Motion by Eric Bingaman, seconded by Commissioner Jim Schwarzbauer carried (4-0) to close the meeting. (Non-Public by Statute) at 6:25 p.m. Closed meeting audio recorded by PEDAC Chair Madson. Purpose of the closed meeting was to discuss economic development negotiations and data and attorney client privilege with various parties not related to any parcels.

Motion by Commissioner DeWall, seconded by Commissioner Bingaman and carried (4-0) to reconvene the regular meeting at 7:03 PM

NEW BUSINESS

MEMBER CONCERNS

Chair Madson: None

Mayor Ward: Absent

Commissioner Schwarzbauer: None

Commissioner Bingaman: None

Commissioner DeWall: None

ADJOURNMENT

Motion by Commissioner DeWall, seconded by Commissioner Eric Bingaman and carried (4-0) to adjourn at 7:04 PM.

PEDAC Chair

Eric Madson



Minutes of the Proctor Public Utilities Commission meeting held on Monday, December 13, 2021 at 6:00 p.m. in the Council Chambers at Proctor City Hall.

**\*3B**

The following members were present:

Carol Lind  
Jennifer Cady  
Eric Bingaman

Others who were present:

Charliene Jones, Commission Secretary  
John Bray, PUC Attorney  
Jessica Rich, City Administrator

### **APPROVAL OF AGENDA**

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

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

Motion by Bingaman, seconded by Lind and carried: To approve PUC Regular Meeting minutes of November 8, 2021.

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

Tabled. Due to the switch over to the new payroll software system, payroll reports were not available yet.

**DELINQUENT ACCOUNTS** were discussed. We are now in limiter season, with the Cold Weather Rule in effect until April 30th.

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

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

- A. Water Maintenance Contractor update. Reviewed the bills from KTM for the Third Avenue water main break.

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

- A. Sand Salt Building & PUC/Public Works Garage was discussed at length. Cady has concerns with the cost of the project and noted that it is our responsibility to have due diligence and to be conservative for our customers. Bingaman has concerns with the cost as well but noted that costs will only rise. Cady agreed.

Motion by Lind, seconded by Bingaman and carried: To approve the Sand Salt Building & PUC/Public Works Garage with PUC's portion of the preliminary cost estimated at \$408,902.10.

- B. WIPFLI 2021 PUC Audit Proposal was discussed.

Motion by Lind, seconded by Cady and carried: To approve the WIPFLI 2021 PUC Audit Agreement,

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

- A. PUC Meter Reader/Water Technician position update.

- B. Booster (Pump) Station was discussed. Building is delayed until spring due to parts delays from Dakota Pumps suppliers. Secretary will check with SEH to make sure the last punch list drawn up by SEH was completed by contractor. The SEH engineering invoice was also reviewed.
- C. NEMMPA update & Minnesota Power ESA was discussed. Commission was very appreciative of all the hard work the negotiations committee put in to developing this agreement. It is such a great benefit to have Dave Berg working with us and for Proctor to be a part of NEMMPA.

Motion by Lind, seconded by Bingaman and carried (Cady abstained): To approve the Minnesota Power ESA effective January 1, 2022 through December 31, 2029.

Motion by Lind, seconded by Cady and carried: To approve building our electric system out to our customer on St Louis River Road and getting them off of Minnesota Power's system.

- D. Freezing Service Lines update. The engineering bill was reviewed for this project.

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

- A. The MP power bill was reviewed for November billing.
- B. The SWL&P & MP October & November maintenance bills were reviewed.
- C. PUC October Income Statements were reviewed.

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

- A. The bills listings were reviewed.

Motion by Cady, seconded by Bingaman and carried: To approve the bills presented and on file at the utility office, including all electronic payments for sales tax & payroll payables. Payable checks #019675 thru #019699.

#### **6. COMMUNICATIONS**

- A. City newsletter on back side of utility bills was discussed.
- B. City Administrator correspondence was discussed. Administrator Rich thanked the Commission for approving the Sand Salt Building & PUC/Public Works Garage. She also discussed that the City is working on COVID protocols that will address trying to keep everyone safe but it may vary with each department, depending on what will work.

#### **7. LABOR & NEGOTIATION ISSUES**

Motion by Bingaman, seconded by Cady and carried: To adjourn the meeting at 7:07 p.m.

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Charlene Jones, Commission Secretary

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Carol Lind, Chair

Minutes of the Proctor Public Utilities Commission meeting held on Thursday, February 24, 2022 at 3:00 p.m. in the Council Chambers at Proctor City Hall.

**\*3C**

The following members were present:

Carol Lind  
Jennifer Cady  
Eric Bingaman

Others who were present:

Charliene Jones, Commission Secretary  
John Bray, PUC Attorney  
Jessica Rich, City Administrator

### **APPROVAL OF AGENDA**

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

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

Motion by Bingaman, seconded by Cady and carried: To approve PUC Regular Meeting minutes of December 13, 2021.

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

Tabled. Due to the switch over to the new payroll software system, payroll reports were not available yet.

**DELINQUENT ACCOUNTS** were discussed. We are now in limiter season, with the Cold Weather Rule in effect until April 30th.

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

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

A. Water Maintenance Contractor update.

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

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

Motion by Cady, seconded by Bingaman and carried: To approve the 2022 New Year designations, as listed.

B. Sand Salt Building & PUC/Public Works Garage update

C. SEH Master Service Agreement was reviewed.

Motion by Bingaman, seconded by Cady and carried: To approve the SEH Master Service Agreement, as presented.

- D. 2<sup>nd</sup> Street Project from 5<sup>th</sup> Ave to 9<sup>th</sup> Ave was discussed. Bingaman will serve as PUC rep on the Committee. Committee is working on grants now. Will get more information on street lighting, then PUC will discuss the numbers and whether or not to assess for it. We can but have not done so in the past.

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

- A. PUC Meter Reader/Water Technician position update.
- B. Booster (Pump) Station was discussed. Secretary requested an update from SEH for the meeting but none was available.
- C. NEMMPA update & Minnesota Power Temporary Service Agreement was discussed.

Motion by Bingaman, seconded by Lind and carried: To approve the Minnesota Power Temporary Service Agreement and have Minnesota Power do the work of building our electric system out to our customer on St Louis River Road and getting them off of Minnesota Power's system.

- D. MMUA Capitol Letter was reviewed.
- E. Roundhouse Partners & ISD 704 CIP Rebate Requests were reviewed. These last two rebates of 2021 will fulfill our annual requirements for the program.

Motion by Cady, seconded by Bingaman and carried: To approve both the Roundhouse CIP Rebate in the amount of \$4,082.47 and the ISD 704 CIP Rebate in the amount of \$2,541.76.

- F. Request of headsets for new phones was reviewed. The current office headsets are obsolete and starting to have some issues.

Motion by Cady and seconded by Bingaman and carried: To approve the purchase of two new headsets for the office staff in the amount of \$519.90.

### **4. FINANCIAL STATEMENTS**

- A. The MP power bill was reviewed for December and January billings.
- B. The SWL&P & MP December & January maintenance bills were reviewed.
- C. PUC December Income Statements were reviewed and 2022 Budget was discussed.

Secretary will check into Duluth's rate increase. Capital budget to be discussed at next meeting.

**5. APPROVAL OF BILLS**

- A. The bills listings were reviewed.

Motion by Bingaman, seconded by Cady and carried: To approve the bills presented and on file at the utility office, including all electronic payments for sales tax & payroll payables. Payable checks #019700 thru #019735.

**6. COMMUNICATIONS**

- A. City newsletter on back side of utility bills was discussed.

- B. City Administrator correspondence was discussed.

**7. LABOR & NEGOTIATION ISSUES**

Motion by Bingaman, seconded by Cady and carried: To adjourn the meeting at 3:47 p.m.

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Charliene Jones, Commission Secretary

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Carol Lind, Chair

## **MINUTES**

### **PLANNING & ZONING COMMISSION**

Monday, January 24th, 2022, 5:00 P.M.

Council Chambers- Proctor Community Center - 100 Pionk Drive

#### **MEMBERS PRESENT:**

Commissioner Tuomi, Chair Aldridge, Commissioner Boysen, Commissioner Harnell

#### **MEMBERS ABSENT:**

**OTHERS PRESENT:** City Administrator Jess Rich, Megan Jordan,

Commissioner Harnell called the meeting to order at 5:00 pm. Roll call is performed with all members present, Chair Aldridge attends via telephone due to COVID-19 protocols, as a non-voting member.

Motion by Boysen, seconded by Harnell and carried 3-0 to approve the minutes from Monday, November 22<sup>nd</sup>, 2022.

Motion by Boysen, seconded by Tuomi and carried 3-0 to approve the minutes from the special meeting on December 20, 2021.

#### **APPROVAL OF AGENDA**

Motion by Boysen, seconded Harnell and carried 3-0 to approve the agenda for Monday, January 24<sup>th</sup>, 2022.

#### **1.COMMUNICATIONS**

Building Inspector Jay Boysen spoke with the homeowner at 120 Amund Drive regarding the location of the fence. It was determined the fence is currently within the road right-of-way, and the homeowner will be moving it in the spring.

Communication items to be added on the July 25<sup>th</sup> Planning & Zoning Agenda for follow-up action if needed.

#### **NEW BUSINESS**

##### **A. Code Revisions and Ordinance Draft Recommendations**

1. Zoning Map – item tabled until February meeting.
2. Sill overhang on front/rear yards (table on page 81 & 86)

Discussion follows on removing this language from the city code. Commission determines to hold a public hearing on the recommended code change at the February meeting. City Administrative Assistant to send public hearing notice for publishing to the Proctor Journal. Chair Aldridge would also like to discuss the language in the code addressing front yard fences and the existing definition pertaining to front yards.

##### **B. Home occupation Permits**

1. Implementing 2 yr license permits

City Hall staff requests issuing home occupation on a 2 year basis rather than annually. Often times, the December Planning & Zoning meeting is canceled due to lack of content or office closures due to holiday schedules. The discussion to renew home occupation permits starting in November rather than December will also provide more efficient processing of renewals. City Administrator to consult the current city code for renewal information pertaining to home occupation permits.

Motion by Boysen, seconded by Tuomi and carried 3-0 to approve the implementation of 2 year home

occupation permits pending review of city code.

#### C. 2022 Commission Appointments

##### 1. Chair

Motion by Boysen, seconded by Harnell and carried 3-0 to appoint Tom Aldridge as Chair of the Planning & Zoning Commission for 2022.

##### 2. Board of Appeals

Motion by Boysen, seconded by Tuomi and carried 3-0 to appoint Lowell Harnell to the Board of Appeals as Chair.

#### D. New Member Recruitment

Administrator Rich states she has spoken with one potential new member, and there has been no additional interest. The commission has one vacancy it is hoping to fill.

#### MEMBER CONCERNS

Tuomi: None

Boysen: None

Harnell: None

Aldridge: Requests clarification regarding attending meetings via telephone for voting purposes.

Administrator Rich: None

Motion by Boysen, seconded by Tuomi and carried 3-0 to adjourn the meeting at 5:30 pm.



# PROCTOR POLICE CIVIL SERVICE COMMISSION

\*3E

## **Minutes of meeting held Monday, March 7th, 2022.**

Police Civil Service Commission, City of Proctor Mayor, and City Council met jointly at 5:00 pm. at City Hall. Minutes of meeting are recorded by City Administrator Jess Rich. Joint meeting adjourned at 5:50pm.

Civil Service Commission met and reopened Commission meeting at 6:00 pm. in separate chamber.

Minutes of Commission meeting held January 6th, 2022 were read and, “motion to approve as written,” by Chairperson Diane Giuliani, seconded by Commissioner Lori Anderson. Motion carried.

Present were Chairperson Diane Giuliani, Commissioners Lori Anderson and Steven Elder, and Police Chief Kent Gaidis.

1. Discussion on the posting for new Police officer. Will post as soon as Council gives its approval.
2. Discussion on application wording and interviewing questions.
3. Discussions regarding job descriptions for Sgt. and patrol officers.
4. Discussion regarding the Sgt. position and issues.
5. Next Civil Service Commission meeting will be scheduled at a later date.
6. With no further business to discuss, motion by Commissioner Steven Elder and seconded by Commissioner Lori Anderson, “motion to adjourn”, motion carried. Adjourned meeting at 6:45 pm.

Respectfully submitted,  
Steven Elder Secretary  
Proctor Police Civil Service Commissioner.  
cc. Chairperson Diane Giuliani,  
Police Commissioner Lori Anderson,  
Police Chief Kent Gaidis,  
Proctor City Administrator Jess Rich.

Chad Ward  
Mayor

# City of Proctor

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

Jess Rich  
City Administrator

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*You Have A Place in Proctor*

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

## 6A

Date: March 11, 2022  
To: Proctor City Council  
From: Administrator Rich  
Re: South St. Louis County Fair Assn. Correspondence

Correspondence/request from the South St. Louis County Fair Association attached.

The Fair Association has made many improvements to the facilities (attached.) They have requested assistance with some upcoming projects. The 2022 budget allocated \$10,200 for fairground improvements. Finance Director Brunfelt and I recommend giving the Fair Association the discretion to make the building and ground improvements they feel are necessary and to submit paid invoices to the City of Proctor for reimbursement up to the budgeted amount.

To The City of Proctor

10/29/21

**Funding request for the Proctor Fairgrounds for 2022**

After many phone calls on electrical outlets not working properly, we elected to have them checked out by a professional and someone with the skill we do not have.

This year has brought us many repairs to the facility, and all are attached plus some I did not include. As we know in the contract with the city, we are liable for maintenance of the fairgrounds.

We are hoping you will consider helping us to go forward with more repairs for 2022.

This year we have replaced all man doors on all buildings on all barns and industrial builds. \$18,500.00

All electrical on fairground's sign \$5,200

And some electrical in parking lot lights and barns \$4,600

Total for 2021 \$ 31000.00

But there is more to be done in 2022 as you can see with a letter that I have provided

Thank you

Mary Korich

So, Saint Louis County Fair – Proctor

pe \$4100.00  
on other  
work done  
to build

Vince Gannucci vince@webworksmail.com

Dirt Floor Arena

Sent: Sep 27, 2021 at 12:33:36 PM

To: mjayne19@icloud.com

Good morning, Mary.

Attached is an invoice for finding and repairing the breaker that caused problems last Thursday and Friday.

After meeting with the power company and designing the installation I found that prices are through the clouds on electrical equipment, with some of it more than double this time last year. That said, to replace the existing electrical service and hook up 12 ea. 50 amp RV receptacles will cost about \$51,800, and over \$41,000 of that is material prices.

If we move the meter and service to the north side we can save about \$12,000 for an estimated total cost of \$39,800. My labor prices are good through next year but I don't guarantee the material prices at all since the material market and availability is so volatile.

I assume you would need to go to the board for an expenditure like this so feel free to call me if you have any questions at all.

Vince Gannucci  
WebWorks Internet Services, LLC

Office: 218-520-0409

Cell: 417-988-1034



WebWorks Internet Services, LLC  
808 3rd St  
Proctor, MN 55810

## Invoice

Date	Invoice #
9/27/2021	15451

Phone #	Fax #
218-520-0409	218-520-0418

E-mail
billing@wwis.us

**BNI To**

South St. Louis County Fair  
2644 Morris Thomas Rd.  
Duluth, MN 55811

Terms	P.O. No.	Start Date	End Date
Net 30		9/24/2021	9/24/2021

Quantity	Description	Rate	Amount
2.5	Problem: half of RV outlets on north side of the dirt floor arena were not working. Reset circuit breaker feeding RV receptacle panel. Problem returned half an hour later. Found circuit breaker was burned internally and would trip one phase without tripping the handle. Replaced bad circuit breaker with new one.	89.50	223.75
1.0	2-pole 100 amp circuit breaker	60.74	60.74
		<b>Total</b>	<b>\$284.49</b>

# INVOICE

**BILL TO**

South St Louis County Fairgrounds

**INVOICE # 919****DATE 08/25/2021****DUE DATE 09/01/2021****TERMS Due on receipt****JOB #****3368****P.O.****MARY KORICH****QTY****PRICE****AMOUNT****FURNISH AND INSTALL****1****5,320.00****5,320.00****FAIRGROUNDS ENTRANCE SIGN / LIGHTING UPGRADE****Services****-****-2,660.00****DOWN PAYMENT RECIEVED****2,660.00****WORK COMPLETED 8-20-21****BALLANCE DUE****BALANCE DUE****\$2,660.00**

\*\*\* IF PAYING WITH A CREDIT CARD A SURCHARGE OF 3.5% WILL BE ADDED TO THE TOTAL \*\*\*

# AMENDOLA BUILDERS INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL

115 N. 24<sup>th</sup> Avenue West, Suite A-4 • Duluth, MN 55806  
Telephone: 218-727-5000 • Fax: 218-727-0908  
amendolabuilders@cpinternet.com

June 24, 2021

Ms. Mary Korich  
South St. Louis County Fair Association  
P.O. Box 1013  
Duluth, MN 55810

RE: Proctor Fairgrounds Door Replacements and Adjustments

Dear Mary:

As requested we propose to do the door replacements and adjustments at the Proctor Fairgrounds per our conversation and my site visit for the sum of \$18,500.

We have included the following scope of work in our proposal.

## Agricultural Barn

Remove and replace three (3) hollow metal doors and frames with the following material description.

### Office Door

- 1 ea: 3'-0" x 7'-0" Hollow Metal Door – 16 GA – Galvanized
- 1 ea: 3'-0" x 7'-0" Hollow Metal Frame – 14 GA – Galvanized – 5-3/4" Jamb Depth - EWA
- 1 ea: Von Duprin 99 NL Panic Bar
- 3 ea: Stainless steel hinges with Non-removable pins
- 1 ea: LCN 4040XP Closer – CUSH arm
- 1 ea: Kickplate
- 1 ea: Weatherstrip set
- 1 ea: Door Sweep
- 1 ea: Door Threshold

### Front Man Door

- 1 ea: 3'-6" x 7'-0" Hollow Metal Door – 16 GA – Galvanized
- 1 ea: 3'-6" x 7'-0" Hollow Metal Frame – 14 GA – Galvanized – 5-3/4" Jamb Depth - EWA
- 1 ea: Von Duprin 99 NL Panic Bar
- 3 ea: Stainless steel hinges with Non-removable pins
- 1 ea: LCN 4040XP Closer – CUSH arm
- 1 ea: Kickplate
- 1 ea: Weatherstrip set
- 1 ea: Door Sweep
- 1 ea: Door Threshold

### Back Man Door

- 1 ea: 3'-6" x 7'-0" Hollow Metal Door – 16 GA – Galvanized
- 1 ea: 3'-6" x 7'-0" Hollow Metal Frame – 14 GA – Galvanized – 5-3/4" Jamb Depth - EWA
- 1 ea: Von Duprin 99 NL Panic Bar
- 3 ea: Stainless steel hinges with Non-removable pins
- 1 ea: LCN 4040XP Closer – CUSH arm
- 1 ea: Kickplate
- 1 ea: Weatherstrip set
- 1 ea: Door Sweep
- 1 ea: Door Threshold

### **HORSE BARN**

Replace one (1) door only with the following material description.

#### **Side Door**

1 ea: 35-1/2" x 7'-0" Hollow Metal Door-- 16 GA - Galvanized

1 ea: Schlage ND10 Passage Set

1 ea: Schlage B561 Deadbolt

1 ea: Kickplate

#### **Rear Door**

Adjust door to operate properly.

### **POULTRY BARN**

Replace hinges and adjust door to operate properly.

### **NOTES:**

Hollow metal lead time: 6 to 8 Weeks

Material quote is good for 30 days only – After 30 days escalation charges may apply based on current market conditions.

Thank you for the opportunity to provide you with this proposal. If you have any questions please feel free to give me a call.

Sincerely,

AMENDOLA BUILDERS INC.



Kevin S. Amendola  
Executive Vice President

KSA:poa



Chad Ward  
Mayor

# City of Proctor

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

Jess Rich  
City Administrator

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*You Have A Place in Proctor*

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

6B

Date: March 16, 2022  
To: Proctor City Council  
From: Administrator Rich  
Re: Fire Department Member Applications

Fire Chief Helquist received new members applications to the Proctor Volunteer Fire Department from Mr. Anthony Wood and Mr. James Bryant. Chief Helquist recommends and welcomes the addition of Mr. Wood and Mr. Bryant to the department. Council action needed.

Chad Ward  
Mayor

# City of Proctor

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

Jess Rich  
City Administrator

---

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6C

Date: March 11, 2022  
To: Proctor City Council  
From: Administrator Rich  
Re: Proctor Fire Department Relief Association By-Law Amendment

The Proctor Fire Department Relief Association Board and membership approved proposed by-law amendments on February 24, 2022 (minutes attached.) The approved amendment includes adding language to Section 6, Article II-Membership defining and setting for minimum requirements for 'active membership'. Active membership is not defined in the current relief association by-laws but was addressed in Fire Department policy. Current policy required members to earn 15 points per quarter.

Council action needed to approve adding additional language to Article II Section 6 of the Proctor Fire Department Relief Association By-Laws.

## **Article I - NAME**

Section 1 – NAME. The name of this Relief association is the Proctor Volunteer Fire Department Fire Relief Association.

Section 2 – TYPE. The Association is a defined-benefit lump-sum relief association subject to Minn. Stat. 424A.015; 424A.02 and 424A.091 to 424A.094. All benefits provided by this Association derive from and are governed by Federal and State Laws and these bylaws.

Section 3- BOOKS AND RECORDS. This Association will keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transaction, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, relief association records may not be destroyed.

Section 4 -PURPOSE. The Association is a governmental entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and emergency first response, and for their beneficiaries.

Section 5- FISCAL YEAR. The Association fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year.

## **Article II-Membership**

Section 1 -MEMBERSHIP. All individuals who are members of the Proctor Volunteer Fire Department, are engaged in or qualified to provide fire suppression duties, and who meet any additional standards established by the Fire Department or by the Association are eligible for membership in the Association. As a condition before being hired or returning from a resignation, and any new members of the Fire Department of Proctor, is subject to a full physical, at City Expense. Any Member who voluntarily resigns may apply for reinstatement; provided that said former member meets standards defined in this section. Whenever a member is out on sick leave or out due medical reasons of any kind for more than forty-two (42) consecutive days that member is subject to a full physical at City expense before being allowed to active duty. If the city has approved the employment on the Fire Department of volunteer emergency medical personnel, individuals who solely perform or supervise volunteer emergency medical duties are eligible for membership in the Association and qualify for service pensions and other benefit coverage of the Association on the same basis as members who perform fire suppression duties.

Section 2 – START DATE. A Membership Start Date is the date the member is hired by the City after approval of the City Council.

Section 3 – EXCLUSIONS/AGE. The Association may exclude from membership an applicant who, due to some medically determinable physical or mental impairment or condition, would constitute a predictable and unwarranted risk of imposing liability for an ancillary benefit at any age earlier than the minimum age of specified for receipt of service pension. No person under the age of eighteen (18) shall be accepted as a member of this Association.

Section 4 – TERMINATION. Cause for termination includes, but is not limited to, failure to account for money belonging to the Association, or feigning illness or injury for the purpose of defrauding the Association. A member may not be terminated except by a fair and reasonable process.

Section 6 – ACTIVE SERVICE. Active service is the supervision or performance of the fire suppression duties. If the city has approved the employment on the Fire Department of fire prevention personnel, active service includes the supervision or performance of fire prevention duties. If the city has approved the employment on the Fire Department of volunteer emergency medical personnel and if their membership in the Association is permitted in Section 1 of this Article, active service also includes the supervision or performance emergency medical duties. The minimum service requirements are defined by policy as follows:

**All fire department members must be in active membership status to receive relief benefits.**

Definition of an active membership: To remain active a member must earn 25 points per 3 month period. The following duties are defined as earnable points; fire related calls, medical related calls, Fire Department scheduled training, Fire Department scheduled meetings and completion of monthly truck duty. Points are also earned by public events such as but not limited to, fire prevention education, national night out, and other community sponsored events. The Fire Chief has the ability to grant points for additional duties performed in the department.

A member who does not meet the required 25 points in a 3 month period will receive a written warning from the Fire Chief stating the member is in jeopardy of losing relief benefits. If the member achieves less than 25 points for two consecutive 3 month periods, the member will be considered non-active and will not receive relief benefits for the said period. Relief benefits will not resume, and the member will not be considered active until there is a quarter when points are achieved by the member.

Each 3 month period will follow the 4 quarters in a year beginning in January.

**Points are defined as follows:**

**Fire Related Call -1 point**

**Medical Call -1 point**

**Scheduled Training and Business Meeting: 2 points**

- 2<sup>nd</sup> Wednesday of each month
- Last Thursday of each month
- Other planned training
- First Responder/refresher

**Community Event: 1 point**

- Community education
- Hog head events
- Special request

**Other: 1 point**

- Hose testing
- Pre-fire plan
- Committee meeting
- Fundraising event
- Work list item
- Duties assigned by an officer

Section 7 – CERTIFICATION OF SERVICE CREDIT. Annually, by March 31, the Fire Chief must certify the service credit for the previous calendar year in accordance to fire department policy of each member

rendering active service with the Fire Department. The certification must be made to the President and to the city clerk or clerk-treasurer.

Section 8 – DEFINITION OF ACTIVE SERVICE. A year of active service will be defined as 12 months of active service in the Fire Department. A “month” is a completed calendar month of active service measured from the member’s date of entry to the same date in the subsequent month. Service pensions an ancillary benefit will be prorated monthly for fractional years of Service.

Section 9 – BREAK IN SERVICE. A break in service means that a member has temporarily ceased supervising and performing fire suppression and fire prevention duties. If a member is unable to perform the duties of a firefighter for any reason, including an approved leave of absence, the member will be considered to have a break in service and will not receive service credit in the Association for that period of time.

Section 10 – RETURN TO SERVICE. Any Firefighter who has a break in service, will be eligible to resume active membership in the Association should the firefighter resume active firefighting duties with the Fire Department. The Firefighter may qualify for the receipt of a service pension from the relief association for the original and resumption service periods if the Firefighter meets the service requirements.

### **ARTICLE III – OFFICERS AND TRUSTEES**

Section 1 – THE POWERS OF THE BOARD OF TRUSTEES. The board of the trustees is the governing board and has exclusive control of the investment of the Association’s plan assets in conformance with Federal and State law including, but not limited to, Minnesota Statutes and these bylaws. The members of the board will act as Trustees, with a fiduciary obligation to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan; and the State of Minnesota, which established the plan.

The Board will invest and reinvest the Association’s plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products.

The Board will submit a written report of the financial condition of the Association to the members at the annual meeting.

The Board will develop and periodically revise a program for continuing education. The Trustees will participate in continuing education to keep themselves abreast of the fiduciary responsibilities.

Section 2 – MEMBERS OF THE BOARD OF TRUSTEES. The Board consists of nine members, six Trustees elected by the membership and three Trustees drawn from the officials of the city served by the Fire Department. Of the three municipal Trustees, one must be an elected official and one must be an elected or appointed municipal official, and both must be designated annually by the municipal governing board. The third municipal Trustee must be the Fire Chief.

Section 3 – OFFICERS. The President, Secretary, and Treasurer will be elected from Association membership for a 1-year term. In no event will any Trustee hold more than one Officer position at any one time. In no event will any municipal Trustee hold an Officer position.

Section 4 – PRESIDENT. The president will attend and preside at all meetings of the Association. The president will enforce the due observance of the law, including Minnesota statutes, the articles of incorporation, and the bylaws of the Association. The President will ensure that the Officers properly perform the duties assigned to them and the orders and resolution of the Board are carried into effect. The President will sign all checks issued by the Treasurer and all other papers requiring the President's Signature. The President will be a member of all committees and will exercise careful supervision over the affairs of the Association. The President will perform other duties as prescribed by the board.

Section 5 – SECRETARY. The Secretary will keep and post a true and accurate recorded of the proceedings of all meetings of the Association and the Board. The secretary will keep a correct record of all amendments, alterations, and additions to the bylaws in a book separate from the minute books of the Association. The Secretary will prepare all paperwork and obtain signatures required for benefits due. The Secretary will keep an account book in which to enter all money transactions of the Association, including the dates and amounts of all receipts and the source from which derived and the dates and the amounts of all expenditures with the payee and the object. The Secretary will keep individual files and a roll of membership, with the date of joining, resignation, discharge, retirement, dues, and service pensions and ancillary benefits paid. The books of the Secretary will be at all times open to the board. The Secretary will prepare and process all correspondence as needed. The Secretary will, jointly with the Treasurer, prepare and file all reports and statement required by law, including reports to be filed with the Office of the State Auditor. The Secretary will perform other duties prescribed by the board.

Section 6 – TREASURER. The Treasurer will, together with the Secretary, keep accurate financial records of the Association. The Treasurer will receive all monies belonging to the Association and deposit them in the name of and to the credit of the Association in the banks and depositories designation by the Board. The Treasurer will disperse funds and issue checks and drafts in the name of the Association as ordered by the board. The Treasurer will keep separate and distinct accounts of the Special Fund and the General Fund, if applicable, and will prepare and present to the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association and upon requests of the Board.

#### **ARTICLE IV-MEETING OF THE MEMBERS AND THE BOARD**

Section 1 – ANNUAL MEETING. An annual meeting of the membership of the Association will be held in December of each year, at a time and place specified by the board.

Section 2 – SPECIAL MEETINGS. A special meeting of the association's members may be called any time upon the written order of the President.

Section 3 – BOARD MEETINGS. The President may call a board meeting by giving five days' notice to all Trustees of the date, time, and place of the meeting. The Board will meet at least one time during the year to discuss the investments, financed, benefits, and records of the Association. These meetings will be open to any member of the Association and to the public.

Section 4 – NOTICE OF BOARD MEETINGS. Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings.

Section 5 – QUORUM FOR ANNUAL AND SPECIAL MEETINGS. A majority of the members of the Association will constitute a quorum for the transaction of business at the annual or any special meeting of the Association.

Section 6 – QUORUM FOR BOARD MEETINGS. A majority of the Trustees will constitute a quorum for the transaction of business at the meetings of the board.

Section 7 – VOTING AT ANNUAL AND SPECIAL MEETINGS. Members of the Association and members of the board are entitled to one vote. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 8 – VOTING AT BOARD MEETINGS. The board has a responsibility to vote on the investment and reinvestment of Association assets, the determination of benefits, the determination of eligibility of membership or benefits, the determination of the amount or duration of benefits, the determination of funding requirements or the amounts of contributions, the maintenance of membership and financial records, the expenditure of Association assets, the selection of financial institutions and investment products, and on any other matter related to the business or affairs of the Association. Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

#### **ARTICLE V – APPLICATION FOR PENSIONS AND BENEFITS**

Section 1 – NOTICE OF INTENT TO TAKE DISTRIBUTION. Each member who intends to take distribution of a service pension from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing and will be filed with the Secretary not less than 90 days prior to the intended date of the distribution. Upon receipt of the Notice of Intent to Take Distribution, the Secretary will provide to the applicant an Application for Distribution and any forms or notices required by Federal or State Law. A Notice of Intent to Take Distribution is required for ancillary benefits.

Section 2 – PROCESS. Each person who intends to take distribution of a service pension, including a deferred service pension, or an ancillary benefit from the Association must file an Application for Distribution. The Secretary will provide to the applicant the Application for Distribution and any forms or notices required by Federal or State Law. All Applications for distribution will be submitted to the Board for approval at a Board meeting. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

Section 3 – GOVERNING BENEFIT PLAN PROVISIONS. All service pensions, deferred service pensions, and ancillary benefits payable by the Association bylaw provisions, and the Association articles of incorporation that are in effect on the date the member separates from active service with the Fire Department and active membership in the Association, except that if a member has a break in service at the end of the member's firefighting career and does not resume active service before separating, the

member's service pension, deferred service pension, or ancillary benefit must be calculation using the State Law, Bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

#### **ARTICLE VI – SERVICE PENSIONS**

Section 1 – LUMP-SUM SERVICE PENSIONS. Upon the member's meeting the requirements in Section 2 of this Article and following the submission and approval of an Application for Distribution, the Association will pay the member for each year that the member served as an active member of the Fire Department. The benefit level amounts can be found in Attachment A. A reduced Service pension may be paid according to the partial vesting schedule contained in this Article.

Section 2 – ELIGIBILITY. To receive a service pension, a member must meet all of the following requirements.

1. Have separated from active service with the Fire Department.
2. Be at Least 50 years of age.
3. Be partially vested by having completed at least 10 years of active service with the Fire Department or be fully vested by having completed 20 years of active service with the Fire Department.

Section 3 – DEFERRED STATUS. A member who has otherwise met the eligibility requirements defined in Section 2 of this Article but who has not yet reached the age of eligibility specified in Section 2 may not collect a service pension at the time of separation from active service. The member will be placed on deferred status and be entitled to receive the service pension upon reaching the age of eligibility specified in Section 2 and following submission and approval of an Application for Distribution.

A member who has met the eligibility requirements defined in Section 2 of this Article and who has reached the age of eligibility in Section 2, but who chooses not to immediately submit an Application for Distribution following the member's separation from active service will be placed on deferred status and be entitled to receive the service pension following submission and approval of the Application for Distribution.

<u>10 years</u>	<u>60%</u>
<u>11 years</u>	<u>64%</u>
<u>12 years</u>	<u>68%</u>
<u>13 years</u>	<u>72%</u>
<u>14 years</u>	<u>76%</u>
<u>15 years</u>	<u>80%</u>
<u>16 years</u>	<u>84%</u>
<u>17 years</u>	<u>88%</u>
<u>18 years</u>	<u>92%</u>
<u>19 years</u>	<u>96%</u>



20 years or more

100%

*Benefit Example: If a fireman had 12 years and 10 months of good time service credit and "retired". At age 50 that firefighter would receive a lump sum benefit of \$20,066.12 that is calculated by multiplying the number of years and months of good time service credit (12.83 in this example) times the benefit level (2,300.00 per year) times the non-forfeitable percentage of the service plan (68% in this example) since the firefighter had less than 20 years of service.  $12.83 \text{ (years of service)} \times 2,300.00 \text{ (Per year of service)} \times 68\% \text{ (full years of service per the schedule)} = \$20,066.12$*

Section – 4 DEFERRED INTEREST TYPE. No interest will be credited during the period of deferral on a deferred lump-sum service pension.

#### **Article VII ANCILLARY BENEFIT**

Section 1 - SURVIVOR BENEFIT. Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Fund to the member's surviving spouse; if there is no surviving spouse, to the member's surviving children; if there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate of the deceased member.

Section 2 – DISABILITY BENEFIT. Disability benefits may be paid to permanently disabled members of the Association out of the Special Fund following the submission and approval of an Application for Distribution.

If a member had a break in service at the end of the member's firefighting career and did not resume active service before the member's separation from active service, the disability benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

For active members, a permanent disability benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, will be paid if, upon the date of permanent disability, the member has not yet separated from active service. The benefit level can be found in Attachment A. The years of service must be determined as of the date of disability. The member is eligible to receive the disability benefit immediately upon approval by the Board.

The permanent disability benefit described above for active members will be paid to a disabled deferred member in lieu of payment of the disabled member's deferred service pension.

Chad Ward  
Mayor

# City of Proctor

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

Jess Rich  
City Administrator

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6E

Date: March 17, 2022  
To: Proctor City Council  
From: Administrator Rich  
Re: Mountain Spirits - Cooler Upgrade

The walk-in cooler system at the liquor store is in needs of upgrades. The current system does not maintain a constant temperature, the evaporator has problems starting back up after turning off for inventory, there are broken fans and other parts in the evaporator, freon needs to be added regularly which is \$1000 per fill and annual repairs have been around \$1500 to replace and patch tubing and leaks. Liquor Store Manager Andy Brunner sought bids for upgrade to the walk-in cooler system.

Jamar Company	\$21,760
Gartner	\$11,398
Johnson Controls	\$19,120

Manager Brunner, Finance Director Brunfelt and I recommend accepting the Johnson Control bid. Johnson Controls spent a considerable amount of time analyzing the existing system and found the outdoor compressor is a 5-ton AC summer rated compressor. The indoor evaporator is a 4 -ton unit. The room load requirement is a 3-ton. The 3-ton rating is based on JCI measuring the room and giving the size to the equipment manufacturer. JCI recommends we install a 3.5-ton unit rated for year around use. In addition, JCI's quote includes new line sets to handle the properly sized equipment and line set compatibility. All controls for the new set up will be in the indoor evaporator which are currently located outside.

Finance Director Brunfelt reports the 2022 budget has \$10,000 for the repairs to the cooler, this was based on conversations with Gartner who has provided most of the maintenance on the current unit. The 2021 pre-audited liquor store net income is \$44,300 (\$20,000 of this is tied to recognition of the proceeds from the defaulted contract with AA Hospitality). The net income in 2020 and 2019 was \$38,084 and \$27,296 respectively.



# Gartner

**Date:** ~~12-22-21~~ Updated 2/15/22

**Attn:** Andy

**Project:** **Replacement Refrigeration (evaporator and condenser) – Proctor, MN**

**Overview:**

Mountain View Spirits,

After a site visit and evaluation, it is our (Gartner Refrigeration's) professional suggestion that new refrigeration equipment be planned, for the walk-in cooler behind the reach-in glass doors. This is work that could be completed in one to two working days. The scope of work covers the disconnect and removal of the existing evaporator coil and the outdoor condenser. We would provide and hang a new evaporator(s)\* and set the new condenser on the existing platform. We will flush and reuse as much of the existing refrigerant piping as possible. We will reconnect the power, charge, and start the system. There is a one-year workmanship warranty, a one-year parts, and a 5-year compressor parts warranty.

Gartner Refrigeration will provide and install refrigeration as per the scope outlined above for a complete operating system for the sum of ..... **\$ 11,398.00 \*\*\***

*\*Note: dependent upon the equipment manufacturer we select (based upon lead times and product costs) we may provide and install (2) evaporator coils in lieu of the current single unit.*

**\*\*\*** Due to supply chain issues that the entire country is experiencing, lead times for equipment can vary greatly on any given day. Commodities such as refrigerant gas have, and are, experiencing extreme cost swings as well. For that reason, *we can only hold our pricing for 20 days*, after which we will have to reconfirm our pricing/costs from our suppliers.

+++++

Please check off (x) and return accepted itemized pricing with contract purchase orders. Our project set-up will require site address, contact personal and retainage. Please identify certified payroll, forms, lien waivers and insurance requirements. Your approved equipment submittals, and construction schedule information will expedite our own submittal process.

**Respectfully Submitted by:**

Brian Kreager; Refrigeration Project Estimator, 218-740-1125

# Proposal

**TO:** CITY OF PROCTOR  
100 PIONK DR  
  
PROCTOR, MN 55810

JOHNSON CONTROLS DULUTH MN CB -  
0N51  
4627 AIRPARK BLVD  
DULUTH MN 55811-5750  
**PH:** (866) 211 3536  
**FAX:** (218) 727 7945

**Date:** 3/14/2022

**Quote Ref:** 1-1H5J6DBW  
**Project Name:** City of Proctor Liquor Store Ref. System  
March 22'  
**Site:** CITY OF PROCTOR  
100 PIONK DR  
PROCTOR, MN 55810-1705

**ATTN:** Jess Rich

We propose to furnish the materials and/or perform the work below for the net price of: \$19,120.00

**For the above price this proposal includes:**

Includes the removal of the existing condensing unit and indoor evaporator.  
Includes the supply of a new 3.5T outdoor unit and matching indoor 2 speed evaporator. The evaporator has a digital controller that takes care of the expansion valve, thermostat and defrost.  
Includes new refrigerant piping.  
Includes piping insulation.  
Includes a full turn key install and commissioning.

\*\* Does not include disposal.

**Priced within accordance of Sourcewell # 030817-JHN**

**This proposal DOES NOT include:**

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

**Important:** This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and  
Johnson Controls is authorized to proceed  
with the work, subject to credit approval by  
Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 4/13/2022

CITY OF PROCTOR

**Johnson Controls**

Signature: \_\_\_\_\_

Signature: *Ben LaLone*

Name: \_\_\_\_\_

Name: Ben LaLone

Title: \_\_\_\_\_

Title: Service Account Executive

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

Date: 3/14/22

PO: \_\_\_\_\_

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

## TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**10. PRICING; PAYMENT.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will JCI accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**12. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**14. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**15. FORCE MAJEURE.** JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**16. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**17. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.



**20. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**21. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



THE JAMAR COMPANY | 4701 MIKE COLALILLO DR. | DULUTH, MN 55807-2762 | PHONE 218.628.1027 | FAX 218.628.1174

January 28, 2022

Mountain Spirits  
9301 Westgate Boulevard  
Proctor, MN 55810

Attn: Andy Brunner  
Proposal: 22-S-009  
Scope: Evaporator and Condenser Replacement  
Location: Proctor MN

The Jamar Company is pleased to provide the following proposal to perform the subject project as detailed below.

1. Our proposal is based on **providing/including** the following:
  - A. Electrical disconnect/reconnect
  - B. Demo and dispose of existing evaporator and condenser
  - C. Install new evaporator and condenser
  - D. Adapt new refrigeration piping to existing piping or run new piping along the exterior wall to the new condenser (see options)
  - E. Install insulation for new refrigeration piping
  - F. Provide new thermostat for cooler space
  - G. Provide boom rack to lift new condenser on the existing platform
  - H. Inspection / testing / start-up
  - I. Permitting
  - J. Tools and Equipment
2. Our proposal is based on **excluding** the following:
  - A. Moving inventory that will disturb the place of work
  - B. Provide adequate space to perform work (removal of the appropriate amount of shelves)
  - C. Performance or payment bonds
  - D. Engineering or plan submittal
  - E. Temporary services including heat, water or utilities
  - F. Electrical, controls or EMS work
  - G. Fire protection or fire alarm work
  - H. General construction work i.e. patching, painting, roofing, structural, etc.
  - I. Structural openings, support steel or lintels to support equipment or mechanical systems
  - J. Ceiling removal or reinstallation
  - K. Concrete work (*cutting or back-patching*)
  - L. Any infrared scanning, if required
  - M. Water / sewer connection charges or fees including CAF, SAC or WAC fees



- N. Utilities 5' from building's edge and beyond (*by others*)
- O. Soil corrections, rock removal / disposal, frost removal or dewatering
- P. Any other mechanical work not listed above

3. Our proposal is based on the following general **exceptions and / or clarifications**:
  - A. THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Due to the existing coronavirus pandemic and resulting consequences, which include shut downs of definite and indefinite durations by the federal, state and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies or equipment, disruptions to public services, temporary suspensions of work on site or the unavailability or reduced availability of manpower, the parties agree if Jamar is hindered, prevented or delayed, at any time, in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Jamar shall be entitled to an extension of the Contract time. Furthermore, to the extent the project is impacted by increased costs associated with the high demand for specified materials or any proposed substitute approved by Contractor or Owner, or if the project is suspended or experiences any other similar cost increase outside the control of Jamar, Jamar shall be entitled to additional compensation.
  - B. Proposal includes current pricing on all material and equipment. Pricing on material and equipment is valid for 15 days from the date of this proposal and must be repriced if work is extended beyond that date.
  - C. Work will be conducted between the business hours of 7:00 am and 4:30 pm, Monday through Friday excluding holidays, weekends or overtime periods.
  - D. Additional work, performed by Jamar due to changes in out-of-scope items, will be performed on a lump sum or time and material basis, at your option.
  - E. In the event, after the acceptance of a purchase order, new tariffs or duties come into effect which impact the cost of materials included in the equipment or work supplied under this proposal, Jamar shall have the right to increase the overall price of such equipment or work to reflect the increased cost of such material to Jamar.
4. Our proposal is based on working under local union agreement.
5. Our proposal does not include work with or the removal or disposal of any hazardous material. Removal and disposal of hazardous material, required to complete specified work, is a customer / owner responsibility.
6. Our proposal does not include performance or payment bonds or permits.
7. Payment Terms: net 30 days (*note: all invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts*).
8. proceed must be provided prior to the performance of any additional work or change in project schedule or scope.

9. Please incorporate the above terms into all related purchase orders and/or contracts.

**OWNER OPTIONS:**

- Adapt to existing refrigeration piping ..... \$18,320.00
- Run new piping along exterior wall ..... \$21,760.00

We appreciate the opportunity to provide pricing for this project and look forward to discussing this project further with you. If there is any other way we can be of assistance, please contact me at (218) 591-6184.

*signature on last page*

- A. Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph E above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
- G. Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:
- |   |   |
|---|---|
| Workers Compensation                      | Statutory Limits  |
| Employer's Liability including "Stop Gap" | \$1,000,000 each accident   |
| Commercial General Liability              | \$2,000,000 each occurrence<br>\$2,000,000 products/completed operations aggregate<br>\$4,000,000 general aggregate (per project) |
| Commercial Automobile Liability           | \$2,000,000 Bodily Injury and Property Damage<br>Combined Single Limit  |
- A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.
- H. Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- I. Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN.
- J. Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

*signature on next page*

In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

**THE JAMAR COMPANY**

Signature: Jim Mathews

Name: Jim Mathews

Its: Project Manager / Estimator

Date: January 28, 2022

Federal Tax ID: 41-1509431  
State Tax ID: 3186956

**Mountain Spirits**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

The Jamar Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (3 Characters) = {&lt;&gt;} "600, 700"

Vendor.Vendor type = {&lt;&gt;} "PR"

[Report].Date Paid = 03/21/2022

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>ARAMARK</b>				
263000010259	TOWELS & MATS - CITY HALL	03/07/2022	112.88	100-10-130-3000 Professional Services
263000102480	COVERALLS - STREET DEPT	03/07/2022	50.68	100-30-300-2217 Clothing
Total ARAMARK:			163.56	
<b>AT&amp;T MOBILITY</b>				
287291128817	FIRSTNET CELL PHONES/ HOTSPOTS	03/08/2022	570.48	100-20-210-3021 Telephone
Total AT&T MOBILITY:			570.48	
<b>BENSON ELECTRIC COMPANY</b>				
RW20562	NEW MOTOR AND MODIFY SHAFT	03/14/2022	3,165.27	100-10-130-4400 Repairs & Maintenanc
Total BENSON ELECTRIC COMPANY:			3,165.27	
<b>CINTAS</b>				
4111767542	STREET DEPT COVERALLS	02/25/2022	48.00	100-30-300-2217 Clothing
4111767542	CITY HALL MATS, TOWELS, MOPS	02/25/2022	145.18	100-10-130-2211 Cleaning Supplies
Total CINTAS :			193.18	
<b>COMPUDYNE INC</b>				
31185228	COMPUTER LEASES	03/03/2022	563.17	100-10-120-3009 Computer Services
404446	OFFICE 365	03/04/2022	398.50	100-10-120-3009 Computer Services
404725	MONTHLY BILLING	03/04/2022	2,988.98	100-10-120-3009 Computer Services
Total COMPUDYNE INC:			3,950.65	
<b>CONSOLIDATED COMMUNICATIONS</b>				
030122	TELEPHONE	03/01/2022	434.61	100-10-120-3021 Telephone
Total CONSOLIDATED COMMUNICATIONS:			434.61	
<b>ELAN CORPORATE PAYMENT SYSTEMS</b>				
020922	WASHER FLUID/ POWER STRIPS	02/09/2022	42.28	100-20-210-2205 Office Supplies
022822	TITLE AND SALES TAX FOR STREET TRUCK	02/28/2022	2,228.91	100-30-300-5540 Vehicle or Heavy Mac
022822-1	FEE FOR TITLE PROCESSING	03/03/2022	55.50	100-30-300-5540 Vehicle or Heavy Mac
022822-PUC	HEADSETS FOR PUC	02/25/2022	519.90	700-74-740-2210 Operating Supplies
03022022police	UNIFORMS	03/18/2022	569.94	100-20-210-2217 Clothing
030222PD2	SUPPLIES	03/02/2022	82.70	100-20-210-2210 Operating Supplies
030222PD-3	OFFICE SUPPLIES	03/02/2022	16.25	100-20-210-2205 Office Supplies
1041679	JOHN DEERE SNOW BLOWER PARTS	02/16/2022	203.02	100-30-300-2220 Repair & Maintenance
114-0842666-1	COFFEE	02/23/2022	39.15	100-10-120-2210 Operating Supplies
114-08666641-	OFFICE SUPPLIES	02/23/2022	15.22	100-10-120-2205 Office Supplies
114-3888308-7	SECURITY MIRROR	02/21/2022	28.55	100-20-210-2210 Operating Supplies
114-4420379-8	MEMORY CARD	02/23/2022	50.37	100-20-210-2210 Operating Supplies
114-5371982-6	OFFICE SUPPLIES	02/23/2022	15.20	100-10-120-2205 Office Supplies
114-5738371-3	BATTERY TENDER NEW SQUAD 121	02/09/2022	109.86	100-20-210-5580 Other Equipment Purc

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
114-8258326-0	PENS	02/23/2022	10.02	100-10-120-2205 Office Supplies
1-18-22	DUTY HATS	03/02/2022	120.00	100-20-220-2217 Clothing
2.28.2022	FUEL	02/28/2022	456.60	100-30-300-2212 Fuels & Lubricants
22359	FLAT STEEL PIECE FOR LIFT GATE - FROM RUSSELL STEEL	02/07/2022	29.82	100-30-300-2220 Repair & Maintanance
2-26-22	HYDRATION	03/02/2022	61.89	100-20-220-2210 Operating Supplies
4895	CLEANING SUPPLIES	02/17/2022	65.11	100-20-210-2210 Operating Supplies
52265010376	SLIDING DISK	02/07/2022	17.33	100-20-210-2210 Operating Supplies
688503	TRAINING AMMUNITION	02/10/2022	349.99	100-20-210-3035 Training Expense
Total ELAN CORPORATE PAYMENT SYSTEMS:			5,087.61	
<b>FIRE RELIEF ASSOCIATION</b>				
22719A269590	FIRE RELIEF - SUPPLEMENTAL BENEFIT REIMBURSEMENT	03/15/2022	1,000.00	100-20-220-1124 Fire Pension Contributi
Total FIRE RELIEF ASSOCIATION :			1,000.00	
<b>GRAND FORKS FIRE EQUIPMENT LLC</b>				
34242	EXTRICATION EQUIPMENT	02/27/2022	40,134.43	100-20-220-5580 Other Equipment Purc
34324	GLOVES AND HELMET LIGHTS	03/08/2022	167.10	100-20-220-2214 Safety Items
Total GRAND FORKS FIRE EQUIPMENT LLC:			40,301.53	
<b>GREAT AMERICA FINANCIAL SERVIC</b>				
31191324	KONICA MINOLTA BIZHUB COPIER AGREEMENT	03/04/2022	228.35	100-10-120-4400 Repairs & Maintenanc
Total GREAT AMERICA FINANCIAL SERVIC:			228.35	
<b>INFOBUREAU SERVICES, INC</b>				
4775	NEW HIRE HEDIN	02/01/2022	30.00	100-20-210-2210 Operating Supplies
Total INFOBUREAU SERVICES, INC:			30.00	
<b>LEAGUE OF MN CITIES INS TRST</b>				
03042022	PROPERTY & CASUALTY INSURANCE	03/04/2022	63,263.00	100-00-000-1550 Prepaid Expenses
03042022	PROPERTY & CASUALTY INSURANCE	03/04/2022	3,692.00	700-00-000-1550 Prepaid Expenses
03042022	PROPERTY & CASUALTY INSURANCE	03/04/2022	3,324.00	500-00-000-1550 Prepaid Expenses
Total LEAGUE OF MN CITIES INS TRST :			70,279.00	
<b>NAPA AUTO PARTS OF W. DULUTH</b>				
6492	OWED BALANCE	01/31/2022	7.34	100-20-220-2210 Operating Supplies
Total NAPA AUTO PARTS OF W. DULUTH :			7.34	
<b>NELSON, AARON M</b>				
022522	REFUND OF PARKING TICKET	02/25/2022	25.00	100-35-351-3515 Administrative Fines
Total NELSON, AARON M:			25.00	
<b>NORTHEAST LAW ENFORC ADMIN COU</b>				
03-08-22	NLEAC DUES	03/08/2022	75.00	100-20-210-4433 Dues & Subscriptions
Total NORTHEAST LAW ENFORC ADMIN COU:			75.00	
<b>NORTHERN DOOR &amp; HARDWARE INC</b>				
22-0774	REPLACE RECEIVER & PUSHBUTTON ON RIGHT SIDE ENTRY DOOR	03/02/2022	358.00	100-10-130-4400 Repairs & Maintenanc

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total NORTHERN DOOR & HARDWARE INC :			358.00	
<b>OREILLY AUTO PARTS</b>				
3290-224734	DIESEL EXHAUST FLUID	03/14/2022	14.99	100-30-300-4400 Repairs & Maintenan
5993-146583	TAIL GATE HINGE FOR 2006 CHEV	03/14/2022	26.46	100-30-300-2220 Repair & Maintanance
Total OREILLY AUTO PARTS :			41.45	
<b>PROCTOR BUILDERS</b>				
2.25.22	STREET MISC	02/25/2022	105.31	100-30-300-2210 Operating Supplies
251528	STREET MISC	02/22/2022	20.71	100-30-300-2210 Operating Supplies
251753	URINAL BLOCKS	03/08/2022	6.58	100-20-220-2210 Operating Supplies
Total PROCTOR BUILDERS :			132.60	
<b>PUBLIC UTILITIES COMMISSION</b>				
1000800100-0	UTILITIES - GOLF COURSE	02/25/2022	705.75	550-55-550-4430 Miscellaneous
1016550000-0	UTILITIES - BDYR AVE & I35 LIFT STATION	03/10/2022	96.90	500-50-510-3080 Utilities
1108100000-02	UTILITIES - CITY HALL	02/16/2022	1,782.72	100-10-130-3080 Utilities
1108200000-02	UTILITIES - CITY GARAGE	02/15/2022	498.47	100-30-300-3080 Utilities
1108850000-02	UTILITIES - CONCESSION STAND #2	02/16/2022	10.33	100-40-410-3080 Utilities
1112360000-02	UTILITIES - ALMAC DR LIFT STATION	02/15/2022	13.54	500-50-510-3080 Utilities
1127050000-02	UTILITIES - 225 FIFTH AVE - FIRE DEPT	02/23/2022	696.81	100-20-220-3080 Utilities
Total PUBLIC UTILITIES COMMISSION :			3,804.52	
<b>RANGE PAPER</b>				
70146	CLEANING SUPPLIES	03/02/2022	107.05	100-10-130-2211 Cleaning Supplies
Total RANGE PAPER :			107.05	
<b>SEH</b>				
422237	161800 2ND STREET RECONSTRUCTION	03/09/2022	493.00	300-30-330-3003 Engineering Fees
422244	166073 2022-2024 CITY ENGINEERING	03/10/2022	899.28	100-10-110-3003 Engineering Fees
422244	166073 SAND & SALT SHED	03/10/2022	1,248.00	300-30-330-3003 Engineering Fees
422244	166073 MS4	03/10/2022	1,525.50	300-30-330-3003 Engineering Fees
Total SEH :			4,165.78	
<b>SHRED N GO INC</b>				
132232	SHREDDING SERVICES	03/12/2022	64.75	100-10-120-3000 Professional Services
Total SHRED N GO INC :			64.75	
<b>ST. LOUIS COUNTY AUDITOR</b>				
EL-00001408	ELECTION MAINTENANCE	03/14/2022	180.00	100-10-140-4400 Repairs & Maintenan
Total ST. LOUIS COUNTY AUDITOR :			180.00	
<b>STAR TRIBUNE</b>				
T14264	STAR TRIBUNE FEB MARKETING	02/28/2022	400.00	100-15-115-3040 Advertising
Total STAR TRIBUNE :			400.00	
<b>SUN CONTROL</b>				
06075	DOOR DECALS FOR NEW PICKUP	02/16/2022	108.88	100-30-300-2220 Repair & Maintanance

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total SUN CONTROL:			108.88	
<b>TACTICAL &amp; TECHNICAL ASSESMENT</b>				
1145	NEW HIRE BRADLEY	10/24/2021	326.00	100-20-210-3035 Training Expense
1152	YEARLY DEPT. TRAINING	12/01/2021	320.00	100-20-210-3035 Training Expense
Total TACTICAL & TECHNICAL ASSESMENT:			646.00	
<b>THOMSON REUTERS-WEST</b>				
845976958	CLEAR THOMSON REUTERS	03/01/2022	126.45	100-20-210-4433 Dues & Subscriptions
Total THOMSON REUTERS-WEST :			126.45	
<b>THUMBMAN PRODUCTIONS</b>				
02282022	VIDEO PRODUCTION SERVICES	02/28/2022	156.25	200-70-700-3000 Professional Services
2	VIDEO PRODUCTION SERVICES	03/16/2022	412.50	200-70-700-3000 Professional Services
Total THUMBMAN PRODUCTIONS:			568.75	
<b>TROYS SERVICE</b>				
58796	2013 DODGE CHARGER THERMOSTAT	02/23/2022	189.36	100-20-210-4400 Repairs & Maintananc
Total TROYS SERVICE :			189.36	
<b>VIKING INDUSTRIAL CENTER</b>				
3236246	SAFETY ITEMS	03/02/2022	40.14	100-30-300-2210 Operating Supplies
Total VIKING INDUSTRIAL CENTER :			40.14	
<b>WEX BANK</b>				
030822	FUEL - FIRE DEPT	03/08/2022	313.71	100-20-220-2212 Fuels & Lubricants
030822	UNLEADED - PUC	03/08/2022	349.79	700-71-720-2212 Fuels & Lubricants
030822	FUEL - STREET DEPT	03/08/2022	3,493.02	100-30-300-2212 Fuels & Lubricants
030822	FUEL - STREET DEPT	03/08/2022	2,000.00	100-30-300-2212 Fuels & Lubricants
Total WEX BANK:			2,156.52	
<b>ZIEGLER, INC.</b>				
IN000448139	CUTTING EDGES FOR GRADER	03/04/2022	535.14	100-30-300-2220 Repair & Maintanance
SI000144734	SKID STEER PM SERVICE LEVEL ONE	03/08/2022	584.63	100-30-300-4400 Repairs & Maintananc
Total ZIEGLER, INC. :			1,119.77	
Grand Totals:			139,721.60	



Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL account (3 Characters) = {<>}600, 700"  
Vendor.Vendor type = {<>} "PR"  
[Report].Date Paid = 03/21/2022

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (3 Characters) = "600"

[Report].Date Paid = 03/21/2022

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>AMERICAN BOTTLING COMPANY</b>				
3313223583	SODA	03/07/2022	133.35	600-60-600-2254 Soft Drinks & Mix
Total AMERICAN BOTTLING COMPANY :			133.35	
<b>ARTISAN BEER COMPANY</b>				
3523776	BEER	03/04/2022	973.45	600-60-600-2252 Beer Purchases
Total ARTISAN BEER COMPANY:			973.45	
<b>BELLBOY CORPORATION</b>				
0093849100	DELIVERY	03/02/2022	17.50	600-60-600-3033 Freight & Express
0093849100	LIQUOR	03/02/2022	308.50	600-60-600-2251 Liquor Purchases
0104699600	MIX	02/09/2022	42.00-	600-60-600-2254 Soft Drinks & Mix
0104785700	MIX	03/02/2022	76.25	600-60-600-2254 Soft Drinks & Mix
Total BELLBOY CORPORATION :			360.25	
<b>BERNICK S PEPSI</b>				
822725	BEER	03/09/2022	3,799.21	600-60-600-2252 Beer Purchases
823729	BEER	03/16/2022	3,779.20	600-60-600-2252 Beer Purchases
Total BERNICK S PEPSI :			7,578.41	
<b>BREAKTHRU BEVERAGE</b>				
343258978	LIQUOR	03/10/2022	1,634.30	600-60-600-2251 Liquor Purchases
343258978	SERVICE FEE	03/10/2022	32.52	600-60-600-3033 Freight & Express
343351243	LIQUOR	03/17/2022	911.78	600-60-600-2251 Liquor Purchases
343351243	SERVICE FEE	03/17/2022	18.88	600-60-600-3033 Freight & Express
409437841	LIQUOR	02/16/2022	113.51-	600-60-600-2251 Liquor Purchases
409437841	SERVICE FEE	02/16/2022	2.00-	600-60-600-3033 Freight & Express
409480426	SERVICE FEE	03/01/2022	1.85-	600-60-600-3033 Freight & Express
409480426	LIQUOR	03/01/2022	125.91-	600-60-600-2251 Liquor Purchases
409502089	SERVICE FEE	03/08/2022	.46-	600-60-600-3033 Freight & Express
409502089	LIQUOR	03/08/2022	67.41-	600-60-600-2251 Liquor Purchases
409516383	LIQUOR	03/10/2022	144.00-	600-60-600-2251 Liquor Purchases
409516383	SERVICE FEE	03/10/2022	1.85-	600-60-600-3033 Freight & Express
Total BREAKTHRU BEVERAGE:			2,140.49	
<b>CINTAS</b>				
4112321177	MATS	03/03/2022	103.56	600-60-600-2210 Operating Supplies
4113006033	MATS	03/10/2022	103.56	600-60-600-2210 Operating Supplies
Total CINTAS :			207.12	
<b>COCA COLA BOTTLING CO</b>				
2809209	SODA	03/15/2022	187.70	600-60-600-2254 Soft Drinks & Mix

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total COCA COLA BOTTLING CO :			187.70	
<b>JOHNSON BROTHERS INC</b>				
2006707	LIQUOR	03/09/2022	764.03	600-60-600-2251 Liquor Purchases
2006707	DELIVERY CHARGE	03/09/2022	15.78	600-60-600-3033 Freight & Express
2006708	DELIVERY CHARGE	03/09/2022	11.04	600-60-600-3033 Freight & Express
2006708	WINE	03/09/2022	300.14	600-60-600-2253 Wine Purchases
2006709	DELIVERY CHARGE	03/11/2022	2.10	600-60-600-3033 Freight & Express
2006709	MIX	03/11/2022	40.00	600-60-600-2254 Soft Drinks & Mix
2011272	DELIVERY CHARGE	03/16/2022	21.53	600-60-600-3033 Freight & Express
2011272	LIQUOR	03/16/2022	1,444.72	600-60-600-2251 Liquor Purchases
2011273	DELIVERY CHARGE	03/16/2022	21.03	600-60-600-3033 Freight & Express
2011273	WINE	03/16/2022	603.30	600-60-600-2253 Wine Purchases
Total JOHNSON BROTHERS INC :			3,223.67	
<b>MEDIACOM</b>				
022622	TELEPHONE & INTERNET	02/26/2022	171.20	600-60-600-3009 Computer Services
Total MEDIACOM:			171.20	
<b>MICHAUD DISTRIBUTING COMPANY</b>				
365159	FUEL SURCHARGE	03/07/2022	3.00	600-60-600-3033 Freight & Express
365159	BEER	03/07/2022	343.90	600-60-600-2252 Beer Purchases
365320	FUEL SURCHARGE	03/14/2022	3.00	600-60-600-3033 Freight & Express
365320	BEER	03/14/2022	404.90	600-60-600-2252 Beer Purchases
Total MICHAUD DISTRIBUTING COMPANY :			754.80	
<b>MINNESOTA ENERGY RESOURCES</b>				
0502591202-0	0502591202-00001 MOUNTAIN SPIRITS GAS SERVICE	03/10/2022	219.34	600-60-600-3080 Utilities
Total MINNESOTA ENERGY RESOURCES :			219.34	
<b>MOOSE LAKE BREWING</b>				
09-031	BEER	03/03/2022	96.00	600-60-600-2252 Beer Purchases
Total MOOSE LAKE BREWING :			96.00	
<b>PHILLIPS WINE &amp; SPIRITS CO.</b>				
6359011	DELIVERY	03/04/2022	17.00	600-60-600-3033 Freight & Express
6359011	LIQUOR	03/04/2022	130.00	600-60-600-2251 Liquor Purchases
6360745	DELIVERY CHARGE	03/09/2022	4.73	600-60-600-3033 Freight & Express
6360745	LIQUOR	03/09/2022	319.47	600-60-600-2251 Liquor Purchases
6360746	DELIVERY	03/09/2022	4.20	600-60-600-3033 Freight & Express
6360746	LIQUOR	03/09/2022	122.00	600-60-600-2251 Liquor Purchases
6364506	DELIVERY CHARGE	03/16/2022	23.16	600-60-600-3033 Freight & Express
6364506	LIQUOR	03/16/2022	1,738.72	600-60-600-2251 Liquor Purchases
6364507	DELIVERY	03/16/2022	6.83	600-60-600-3033 Freight & Express
6364507	WINE	03/16/2022	218.41	600-60-600-2253 Wine Purchases
Total PHILLIPS WINE & SPIRITS CO. :			2,584.52	
<b>PUBLIC UTILITIES COMMISSION</b>				
1016900000-0	UTILITIES - MT SPIRITS	02/16/2022	579.78	600-60-600-3080 Utilities

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total PUBLIC UTILITIES COMMISSION :			579.78	
<b>RED BULL</b>				
2001052655	RED BULL	03/14/2022	379.00	600-60-600-2254 Soft Drinks & Mix
Total RED BULL :			379.00	
<b>SOUTHERN WINE &amp; SPIRITS</b>				
2185866	DELIVERY	03/04/2022	64.40	600-60-600-3033 Freight & Express
2185866	LIQUOR	03/04/2022	3,048.56	600-60-600-2251 Liquor Purchases
2188597	DELIVERY	03/11/2022	39.63	600-60-600-3033 Freight & Express
2188597	LIQUOR	03/11/2022	1,871.32	600-60-600-2251 Liquor Purchases
Total SOUTHERN WINE & SPIRITS:			5,023.91	
<b>SUPERIOR BEVERAGE (MN)</b>				
20015131	BEER	03/04/2022	1,103.70	600-60-600-2252 Beer Purchases
20015247	BEER	03/08/2022	3,769.10	600-60-600-2252 Beer Purchases
20015488	BEER	03/11/2022	813.55	600-60-600-2252 Beer Purchases
20015596	BEER	03/15/2022	1,443.05	600-60-600-2252 Beer Purchases
Total SUPERIOR BEVERAGE (MN) :			7,129.40	
<b>WINE MERCHANTS</b>				
7371025	FREIGHT	03/09/2022	7.52	600-60-600-3033 Freight & Express
7371025	WINE	03/09/2022	393.00	600-60-600-2253 Wine Purchases
Total WINE MERCHANTS :			400.52	
Grand Totals:			32,142.91	

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (3 Characters) = "600"

[Report].Date Paid = 03/21/2022