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 Tuesday, September 6th, 2022, 6:00 pm

Council Chambers - Community Activity Center - 100 Pionk Drive

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

OTHERS PRESENT
PUBLIC HEARING – PROPOSED ASSESSMENT
102 6TH ST

APPROVAL OF MINUTES City Council Meeting minutes from Monday, August 15th, 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

A. Minnesota Public Utilities Commission – Public Hearing Notices

*2. COMMITTEE REPORTS

- A. Payroll Reports
- B. Golf Advisory Committee Minutes August 24th, 2022
- C. City Council/PUC 2nd St Public Hearing Minutes August 31st, 2022

3.CLERK ADVISES COUNCIL

- A. Liquor License Refund Code Attached
- **B. SRO Contract Update**
- C. Playground for EveryBody Update

4. UNFINISHED BUSINESS

- A. American Rescue Plan
- B. 2023 Capital Budget Request Proposal
- C. City of Proctor Blight Policy

5. NEW BUSINESS

- A. Police Civil Service Hiring Recommendation
- B. Proctor Police Civil Service Interim Sergeant MOU
- C. Proctor Police Civil Service Vacation MOU
- D. Resolution 27-22 Support of Special Session
- E. Resolution 28-22 Duluth Players Softball Association Raffle
- F. Resolution 32-22 Infant Loss Awareness Day
- G. Catch Basin Repair
- H. Resolution 33-22 Accepting Donation and Purchase of Mower
- I. State Grant Agreement Sand/Salt Facility

6. CLOSED MEETING PURSUANT to §13D.06 Subd. 1(b) – Labor Negotiations

A. Negotiations

MEMBER CONCERNS

Benson:		
DeWall:		
Johnson:		
Rohweder:		
Ward:		
Attorney Bray:		

BILLS FOR APPROVAL

General: \$118,553.49 Liquor: \$45,163.36

TOTAL BILLS FOR APPROVAL: \$163,716.85

ADJOURNMENT

Chad Ward Mayor

City of Proctor

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

Jess Rich City Administrator

You Have a Place in Proctor

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

CERTIFIED MAIL

DATE:

August 15, 2022

RE:

Storm Sewer Illicit Discharge

PARCEL ID:

185-0050-00170

ADDRESS:

102 6th Street Proctor, MN

AMOUNT DUE:

\$5,265.45

Dear Ms. Grady,

Your property as described above is scheduled to be assessed by the City of Proctor for collection of a storm sewer illicit discharge that occurred on July 2, 2021.

The City Council will meet on **Tuesday, September 6**, **2022** at 6:00 p.m. in City Council Chambers, 100 Pionk Drive, to hear appeals of parties aggrieved by such assessment. Please attend or write a response if you dispute this assessment.

The hearing will be open for the public to attend in person and will also be available for the public to watch remotely via live stream at this website address:

https://www.youtube.com/channel/UCD-Ueq9kNCulp7WQGScZNfw Those wishing to dispute the assessment may do so by mailing a response to City Administrator, 100 Pionk Dr, Proctor MN 55810, emailing cityhall@proctormn.gov, or addressing the Council by calling (218) 628-6268 during the hearing.

The City Council will check the regularity of the proceedings, correct any errors, and shall by resolution confirm the assessment. Upon confirmation by the City Council, the City Clerk will send the certification of the assessment to the County Auditor for collection with the real estate taxes.

If you wish to settle your account prior to the hearing, you may do so up until 6:00 PM Tuesday September 6, 2022. If you have any questions, contact me at 218-628-6264

Sincerely.

Jess Rich

Administrator, City of Proctor

MINUTES OF THE PROCTOR CITY COUNCIL MEETING for August 15th, 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: Councilor Troy DeWall, Councilor Jake Benson, Councilor Jim Rohweder, Mayor Ward, Councilor Rory Johnson

MEMBERS ABSENT: None

OTHERS PRESENT: City Attorney John Bray, City Administrator Rich, Police Chief Kent Gaidis, Hunter Kiefat, Administrative Assistant Megan Jordan, Matt Bolf and Tyler Yngsdal from SEH Engineering.

Motion by Rohweder, seconded by Johnson and carried 5-0 to approve the minutes from Monday, August 1st, 2022.

Motion by Ward, seconded by Benson and carried 5-0 to approve the agenda for Monday, August 15th with the following addition:

5H: Liquor Control Recommendation

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Members of the public present are invited to address the council along with viewers at home by calling: 218-628-6289

NONE

Motion by Ward, seconded by Rohweder and carried 5-0 to approve the consent agenda for Monday, August 15th, 2022.

*1. COMMUNICATIONS

A. Hoghead Vendor List 2022

B. WLSSD 2023 Budget and Management Fee Public Hearings

C. Hartel's Fee Increase Notice

*2. COMMITTEE REPORTS

A. Payroll Reports

3. CLERK ADVISES COUNCIL

A. Proposed 2023 Budget

Administrator Rich presents the proposed budget memo submitted from Finance Director Leslie Brunfelt. Rich states the budget will be added to the agenda for the second meeting in September, reminding councilors to direct questions to Leslie prior to September 1st for scheduling accommodations. Councilor Benson notes a couple of typos on pages 17 & 18.

B. 2022 Primary Elections

Administrator Rich gives praise and gratitude to the group of election judges, specifically stating how many communities face challenges when recruiting for volunteer judges. Voter turnout was about 20% higher than the state average.

C. Fire Relief Association - PERA

An informational meeting will be held with the relief association on Tuesday, August 16th, 2022 at 5:00 to consider the transferring of retirement funds to be administered by PERA. Councilor DeWall addresses his questions regarding fund transfers, saving on audit fees and overall administrative costs.

D. PUC Chair and Vacant Position

PUC voted on appointing Jennifer Cady to the position of Chair on the commission. The vacant position will be advertised for prospective applicants.

4. UNFINISHED BUSINESS

- A. American Rescue Plan
- B. 2023 Capital Budget Request Proposal
- C. City of Proctor Blight Policy

5. NEW BUSINESS

A. Resolution 21-22 County Chip Seal/Striping

An agreement to participate in the 2023 chip sealing/striping program with St. Louis County is included in the packet for approval.

Motion by Benson, seconded by Rohweder and carried 5-0 to approve resolution 21-22 Participation in County Road Striping/Chip Seal Program as submitted.

B. Resolution 22-22 Accepting Feasibility Report and Calling for Hearing on Improvements

Tyler Yngsdal and Matt Bolf from SEH present the overall scope of the 2nd St project location, summary, and included improvements. The 2nd St project was ranked the highest in needing improvements according to the CIP completed in 2019. SEH completed an LRIP grant application on behalf of the City of Proctor, in which \$1.25 million dollars was awarded toward the cost of this project. This feasibility report has been completed in accordance with MN state statutes 429, in order to call for the public hearing and moving the project forward, the submitted resolution will need to be approved. The following correction is noted by Administrator Rich and Mayor Ward: at an estimated total cost of the improvement of \$4,451,706.00.

Motion by Johnson, seconded by Ward and carried 5-0 to approve resolution 22-22 with noted corrections.

Proctor City Council August 15th, 2022

C. SEH Supplemental Letter of Agreement

This agreement reflects using funds specifically designated for this project as being applied toward project costs.

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

D. Resolution 23-22 PAHA Raffle

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

E. Sand/ Salt Pay Estimate #1

Motion by Ward, seconded by Rohweder and carried to approve as submitted.

F. SRO Report

Motion by Ward, seconded by DeWall and carried 5-0 to approve the SRO report as submitted. Councilor Benson asks for an updated status of negotiations.

G. Softball Field #1

Motion by Johnson, seconded by Rohweder and carried 5-0 to approve resolution 26-22 as submitted. The resolution states the school will draft a purchase agreement to be approved by council at a future meeting.

H. Liquor Control Recommendation

Motion by Rohweder, seconded by Johnson and carried 5-0 to deny the reimbursement request as submitted.

MEMBER CONCERNS

Benson: None

DeWall: None

Johnson: Laura Condon - former Proctor teacher passed away yesterday.

Rohweder: None

Mayor Ward: Grass height on 3rd Ave complaints has been addressed by city staff with the request to have it cut prior to the car show on Wednesday.

Attorney Bray: None

Administrator Rich: None

BILLS FOR APPROVAL General: \$47,857.04 Liquor: \$37,935.30

TOTAL BILLS FOR APPROVAL: \$85,792.34

Motion by Rohweder, seconded by DeWall 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 6:4	∤3 pm.

Chad Ward Jess Rich

Mayor City Administrator





Will Seuffert, Executive Secretary

*1A

NOTICE OF ENVIRONMENTAL ASSESSMENT AVAILABILITY, PUBLIC HEARINGS, AND COMMENT PERIOD

Issued: August 16, 2022

In the Matter of the Application of Minnesota Power for a Certificate of Need and a Route Permit for the Duluth Loop Reliability Project in St. Louis County, Minnesota

PUC Docket Number: E015/CN-21-140, TL-21-141

Office of Administrative Hearings (OAH) Docket Number: 60-2500-38114

PLEASE TAKE NOTICE that the Minnesota Public Utilities Commission (Commission) will hold in-person and remote access public hearings on the applications of Minnesota Power (Applicant) for a Certificate of Need and a High-Voltage Transmission Line (HVTL) Route Permit for their proposed Duluth Loop Reliability Project (Project).

Project Description

The project would include:

- construction of about 14 miles of new 115 kV transmission line between the Ridgeview,
 Haines Road, and Hilltop Substations;
- construction of a new approximately one-mile extension connecting an existing 230 kV transmission line to the Arrowhead Substation;
- upgrades to the Ridgeview, Hilltop, Haines Road, and Arrowhead substations; and
- reconfiguration, rebuild, and upgrade to existing transmission lines and communications
 infrastructure in the Project area. Minnesota Power intends to construct, own, and maintain
 the Duluth Loop 115 kV and 230 kV Transmission Line Project. Proposed routes can be
 found in the Route Permit Application.

Minnesota Power indicates that the Project is needed to replace the system support once provided by coal-fired baseload generators located along Minnesota's North Shore by addressing severe voltage stability concerns, relieving transmission line overloads, and enhancing the reliability of Duluth-area transmission sources.

In-Person Hearings

Date: Monday, September 19, 2022

Docket Number: E015/CN-21-140, TL-21-141 Page 2

Time: 2:00 p.m. and 6:00 p.m.

Location: AAD Shrine Meeting & Event Center

5152 Miller Trunk Hwy, Hermantown, MN 55811 Link to Google Map: https://g.page/AADshrine?share

- Public meetings start on time. For in-person meetings, arrive a few minutes early so you have time to pick up materials and find a seat.
- Citizens will have the opportunity to offer oral and written comments into the record. Staff from the Commission, the Department, and Minnesota Power will be available to answer questions about the project and the review process.
- The same information will be presented at the in-person and remote-access meetings.
- In-person and remote-access meetings will last until everyone at the meeting has had an opportunity to speak.
- Comments received at the meeting and during the comment period will be used by the Commission in making a final decision.

To find out if a meeting is canceled due to bad weather or other call 1-855-731-6208 or 651-201-2213 or visit mn.gov/puc.

Remote-Access Hearing

Date: Tuesday, September 20, 2022

Time: 6:00 p.m.

Telephone: 1-855-282-6330 Telephone Access Code: 2484 010 7207

Internet (Video Presentation): minnesota.webex.com

Event number (access code): 2484 010 7207 Event password: MNPUC (66782 from

phones)

- To view the speaker presentations during the remote-access meeting, follow the directions above to access the meeting over the internet (Webex). You <u>must</u> join the meeting over the internet if you are interested in viewing the speaker presentations.
- You can view the presentations and ask questions attending the Webex meeting only, using the built-in Webex audio feature that uses the computer speakers and microphone.
- In the alternative, if no computer access, you can dial-in the audio conference using a regular telephone by calling the number indicated above and access code.
- Additional information and instructions are available at: https://mn.gov/puc/activities/meetings/webex/

Please contact Michael Kaluzniak, Public Advisor if you have questions on how to participate or have trouble accessing the meeting at mike.kaluzniak@state.mn.us or 651-201-2257.

Public Hearing and Process Information

The Honorable James E. LaFave, Administrative Law Judge with the Office of Administrative Hearings, will preside over the public hearings and after a comment period, will provide the Commission with findings of fact, conclusions of law, and a recommendation.

The purpose of the public hearings is to receive public input on the proposed project, the Environmental Assessment, and the draft route permit. Interested persons will have the opportunity to: (1) ask questions of the applicant and agency staff; (2) offer verbal and written comments on the merits of the proposed project; and (3) suggest possible conditions to be considered for inclusion in the route permit. Members of the public may participate without the necessity of intervening as a party. Representation by legal counsel is permitted but not required.

The hearings will end when all attendees have had the opportunity to comment and all other business has been concluded, or 9:00 p.m., whichever occurs first. Written comments may be submitted during the comment period following the hearing using the methods described in this notice.

Minnesota Statutes and Rules. For statute and rule information for the Duluth Loop Reliability Project see Minn. Stat. § 216B.243 and Minn. R. Ch. 7849 (certificate of need) and Minn. Stat. § 216E and Minn. R. Ch. 7850 (route permit). Relevant Minnesota statute and rules may be viewed at: https://www.revisor.mn.gov.

Eminent Domain: If the Commission issues a route permit, Minnesota Power may use the power of eminent domain to take land for this project.

Written Comment Period

In addition to the public hearings, written comments will be accepted through October 14, 2022, by 4:30 p.m. Please include the docket number in all communications.

Please focus your comments on information that will help answer the following questions:

- Should the Commission grant a certificate of need for the proposed high-voltage transmission line project?
- Should the Commission grant a route permit for the proposed high-voltage transmission line?
- If granted, what additional conditions or requirements should be included in a route permit for the proposed project?

Comments received after the close of the comment period may or may not be considered by the Commission.

Comments may be submitted via:

Online: mn.gov/puc/consumers/public-comments, and follow the instructions.

Email: consumer.puc@state.mn.us

U.S. Mail: Consumer Affairs Office

Minnesota Public Utilities Commission

121 7th Place East, Suite 350

St. Paul MN 55101

Important. Comments will be made available to the public via the Commission's website, except in limited circumstances consistent with the Minnesota Government Data Practices Act. The Commission does not edit or delete personal identifying information from submissions.

Environmental Assessment

The Minnesota Department of Commerce (Department) has prepared and issued an environmental assessment (EA) for the project. The EA analyzes the potential impacts of the project and possible mitigation measures. In addition, the EA analyzes the potential impacts of any alternatives contained in the Scoping Decision. The EA is available on the Department's website and on eDockets (see Additional Information, below). Print copies of the EA are available from the Department upon request; please contact Bill Storm at the Department (bill.storm@state.mn.us or 651-539-1844).

Additional Information

Filing Requirements. Utilities, telecommunications carriers, official parties, and state agencies are required to file documents using the Commission's electronic filing system (eFiling). All parties, participants, and interested persons are encouraged to use eFiling: mn.gov/puc, select eDockets and follow the prompts.

Full Case Record. See all documents filed in this matter via the Commission's website at mn.gov/puc, select *eDockets*, enter the year (21) and the docket number (140) for the Certificate of Need or docket number (141) for the Route Permit, and select *Search*.

Project Mailing List: Sign up to receive notices about project milestones and opportunities to participate (meetings, comment periods, etc.). Contact docketing.puc@state.mn.us or 651-201-2246 with the docket numbers (21-140 or 21-141), your name, mailing address, and email address.

Subscribe to the Docket. To receive email notification when new documents are filed in this matter visit: https://www.edockets.state.mn.us/EFiling, select *Subscribe to Dockets* and follow the prompts.

Department of Commerce Website: https://apps.commerce.state.mn.us/eera/web/project/14652

Route Permit Application. Print copies of the application are available for viewing at this location: Duluth Public Library, 520 W Superior Street, Duluth, MN 55802, or online at the project website: www.mnpower.com/DuluthLoop

Project Contacts

Public Utilities Commission
Cezar Panait, Energy Facilities Planner, cezar.panait@state.mn.us or 651-201-2207

Public Utilities Commission Public Advisor
Michael Kaluzniak, Public Advisor, mike.kaluzniak@state.mn.us or 651-201-2257

Department of Commerce

Bill Storm, Environmental Review Manager, bill.storm@state.mn.us or 651-539-1844

Minnesota Power

Jim Atkinson, jbatkinson@allete.com or 218-355-3561

If any reasonable accommodation is needed to enable you to fully participate in this meeting, please contact the Commission at 651-296-0406 or 1-800-657-3782 at least one week in advance of the meetings. To request this document in another format such as large print or audio, call 651-296-0406 (voice). Persons with a hearing or speech impairment may call using their preferred Telecommunications Relay Service or email consumer.puc@state.mn.us for assistance.

City of Proctor Payroll Summary by Department

Check Date Range

8/19/2022

to

8/19/2022

				Double	Double
		Overtime	Overtime	Overtime	Overtime
Department	Gross Wages	Hours	Wages	Hours	Wages
Council	2,200.00	-	-	-	-
City Admin	7,096.80	-	-	-	-
Finance	2,968.00	-	-	-	-
Police Department	23,222.98	18.00	980.33	-	-
Fire Department	-	-	-	-	-
Street Department	10,529.50	-	-	-	-
Liquor Store	5,622.94	-	-	-	-
PUC	6,201.55	5.50	203.27	-	-
Committees	-	-	-	-	-
Election Judges	1,373.89	-	-	-	-
Total	59,215.66	23.50	1,183.60	-	-

*2B

MINUTES OF THE PROCTOR GOLF ADVISORY COMMITTEE MEETING Wednesday, August 24, 2022, 3:00 PACC 100 Pionk Drive Proctor MN

Meeting called to order at 3:05 by Golf Course Manager Jason Klatte

MEMBERS PRESENT: Gordy Downs, Cindy Upton, Barb Olson, Rory Johnson, Dick Wicklund, Roberta Thorsvik,

OTHERS PRESENT: City Administrator Jess Rich and Course Manager Jason Klatte

Manager Jason Klatte presented the following course updates:

- The AC unit was cleaned and serviced and still isn't keeping up. An additional AC unit will be put in this year.
- Parking lot improvements have been moved down the priority list.
- Klatte received a quote for putting in cart paths. He will start the project this year upon city approval. The prep work will be done in-house. This will be a phased project. Rory Johnson will ask the street crew if the skid steer can be used on the project and will inquire if they have a sod cutter.
- Klatte reported the TORO Sidewinder is inoperable and cannot be repaired. Received a quote on the state contract for a new mower. The Gordon Downs Trust will reimburse the City of Proctor for the purchase. Administrator Rich will present the quote to the city council and will look at a sales tax exemption.
- Klatte reported we will personally be purchasing 8 golf carts which will remain in his ownership. Discussion on storage. Rory Johnson will ask the street department if there is room in the cold storage building.
- Klatte reported the Gordon Down Trust will pay for the course water, sewer, and electric bills twice a year rather than in one lump sum.
- Klatte reported he met with a well drilling company, and they can't say for sure if there is water on the grounds. Klatte will continue to investigate.

Next meeting will be held in October.

Meeting adjourned at 4:07 PM.

Respectfully Submitted, Jess Rich

MINUTES OF THE PROCTOR CITY COUNCIL MEETING AND PROCTOR UTILITIES COMMISSION SPECIAL MEETING REGARDING 2ND ST PUBLIC HEARING for August 31ST, 2022

Meeting was streamed live on the Trac 7 YouTube channel, as well as public attendance.

Mayor Ward called the City Council meeting to order at 5:30 pm. Acting Chair Lind called the PUC meeting to order at 5:30 pm.

MEMBERS PRESENT: Councilor Troy DeWall, Councilor Jake Benson, Councilor Jim Rohweder,

Mayor Ward, Councilor Rory Johnson

PUC MEMBERS PRESENT: Commissioner Eric Bingaman, Acting Chair Lind

PUC MEMBER ABSENT: Commissioner Jennifer Cady

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: City Attorney John Bray, City Administrator Rich, Hunter Kiefat, Administrative Assistant Megan Jordan, Matt Bolf and Tyler Yngsdal from SEH Engineering, PUC Commission Secretary Char Jones

Motion by Rohweder seconded by DeWall and carried 5-0 to approve the agenda for Wednesday, August 31, 2022.

Motion by Bingaman of the PUC, seconded by Lind of the PUC and carried 2-0 to approve the agenda for Wednesday, August 31, 2022.

Motion by Johnson seconded by Rohweder and carried 5-0 to suspend the meeting and open the public hearing at 5:33 pm.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Members of the public present are invited to address the council along with viewers at home by calling 218-628-6289. Mayor Ward states those in attendance will be invited to the podium in the order following the meeting sign in sheet.

Matt Bolf presents the background information, funding, procedure, description of the assessment policy, and entire scope of the proposed street project. The summary and estimated project costs presented are results of the completed feasibility study.

Mayor Ward opens the floor for public comment. The following residents present their questions/concerns:

Richard Lauger 701 2nd St: Supports the street/utility, and overall improvements, adding an objection to the trail portion based on the fact that some residents will lose significant portions of their front yards. Matt Bolf asks residents if a sidewalk instead of a trail would be desirable with Mr. Lauger stating the reduction of front yards is still his main objection.

Lee Dversten 800 3rd St Plot: Asks about the lot size at 730 2nd St, the impact and frontage foot of the assessment, along with additional questions regarding grant opportunities. He suggests gaining letters of support for an additional SRTS grant application.

Dan Riddle 809 2nd St: Asks for clarification on the size and location of the trail, measurements, and objects to the loss of front yards. He is in opposition of the trail, and asks about tree removal and associated costs.

Cathy and Chuck Carlson 803 2nd St: Objects to the trail and the effect of decreasing yard sizes.

Discussion among members of the public follows with suggestions on proposed street designs, sidewalk maintenance, snow plowing operations, with an overall objection to the trail on the north side of the road.

Cindy Ericksmoen 301 N Ugstad: Asks for clarification along 9th Ave for proposed sidewalks, parking enforcement, and notes additional parking concerns. She adds the events and periods of traffic congestion during school events. She also suggests turning 3rd St back into a one-way to accommodate for improved traffic flow.

Eric Nistler: 725 2nd St – Asks for clarification on the scope of project limitations. Suggests an 8ft wide trail instead of a 10 ft wide trail and narrower driving lanes for traffic calming reasons.

Pastor David Hunt 614 2nd St: Notes parking difficulties during Sunday services, and makes and inquiry about additional parking on both sides of the street.

Ryan Mathieu 840 2nd St: Asks about any grant opportunities for utility improvements from homes to the ROW. He notes his water shut off located in his neighbor's yard, and parking enforcements. He proposes the elimination of the boulevard for maintenance and longevity reasons. It is noted Matt from SEH will discuss water shut off locations specifically to discuss improvement.

Jeff Holter 104 9th Ave: Asks about lighting improvements and cost estimates. He adds overall traffic congestion and parking concerns during school events. He thinks the addition of curb and sidewalk along 9th Ave will help improve parking logistics.

Motion by Rohweder, seconded by Benson and carried 5-0 to close the public hearing at 6:46 pm

4A. Resolution 29-22 Ordering Preparation of plans and Specifications for Improvements of Certain Streets and Avenues in the City of Proctor.

Motion by Ward, seconded by Johnson and carried 5-0 to approve as submitted.

4B1. LRIP Grant application

Ward recommends deducting from the total cost of the 2nd Street reconstruction before special assessments are calculated in order to decrease the amount residents are assessed. Motion by Ward, seconded by Rohweder to approve Resolution 30-22 as submitted.

4B2. Food and Beverage Tax

Ward suggests additional council discussion pertaining to the trail portion and inclusion or omission of the boulevard.

Councilor DeWall states citizens have an overall concern with front yard green space versus boulevard green space. PUC suggests boulevard for lighting purposes. Council discussion follows with specifications and width of trail, boulevard, and logistics.

Motion by Rohweder, seconded by Johnson and carried 5-0 to use food and beverage tax to pay for the addition of a trail on 2nd St regardless of the width, location, and inclusion of a boulevard. Administrator Rich requests allowing the 2nd St Steering Committee to discuss proposed street design based on the feedback received from citizens at the public hearing.

Motion by Johnson, seconded by Benson and carried 5-0 approving the City of Proctor to fund intersection improvements for the project.

4C. Motion by Bingaman, seconded by Lind and carried 2-0 to accept the feasibility report as submitted.

4D. Motion by Bingaman, seconded by Lind and carried 2-0 to accept the resolution ordering improvement and preparation of plans and specifications as submitted.

Motion by DeWall, seconded by Ward and carried 5-0 to adjourn the meeting at 7:17 pm.

Motion by Bingaman, seconded by Lind and carried 2-0 to adjourn the meeting at 7:17 pm.

Committee/Commission Name:

City Council & Public Utilities Commission

2nd St Reconstruction - Initial Public Hearing

Date: Wednesday, August 31, 2022

Time: 5:30 p.m.

Place: Council Chambers 100 Pionk Drive

PLEASE SIGN IN:

=	218628-2403 CIML 80951 Rych & Sm		218-234-6232 criaistalogymilicar 218-600-6150 harvestchurchmia
E-mail	403		6232 en
Phone:	218628-2	218-429-812	218-234-
Address:	84-3KD ST.	SEH 32054. 220 54.	725 24/5t, 614 Second St
Name:	Phoneste Akerstrom 84-3, please print) Chuek Carlson 803 (please print)	(please print) But (please print) Prick Smoon (please print) Bricks	(please print) Wisth (Postor David 46. Hut

Committee/Commission Name:

City Council & Public Utilities Commission

2nd St Reconstruction – Initial Public Hearing

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Time: 5:30 p.m.

Place: Council Chambers 100 Pionk Drive

PLEASE SIGN IN:

Name:	Address:	Phone:	E-mail
RYAN MATHERU (please print)	840 2nd ST Proctor 55810 218310 9408	218 310 9608	Ryand Troys service, com
(please print)			

Committee/Commission Name:

City Council & Public Utilities Commission

2nd St Reconstruction - Initial Public Hearing

Date: Wednesday, August 31, 2022

Time: 5:30 p.m.

Place: Council Chambers 100 Pionk Drive

PLEASE SIGN IN:

2 3 4 218-618-1919 Mana Gental Com 2 3 5 4 218-618-1919 Managenal genail. Com 3 54. 651-247-1323 + Harrifale 1229(Comail.) 3 54. 218-244-3662 Luckwalere msn. 651-247-1323 + Harrifale 1229(Comail.con 57. 218 4244535 2 2 4 6 4 4 6 4 mn. e. 64.
218-638-1909 Manlaw 218-638-1909 Manlaw 218-638-1909 Amlaw 218-263-1418 Sandhalv 218-241-1223 + Fanyfall 218 4249535 3 dougless (21-247-1223 + Fanyfall 218 4249535 3 dougless
535 and 535 and 300 and 350 and 350 and 350 and 3609 and
Name: Russ Helen Whitehouse 535 (please print)

To the City of Practor -

3A

I have recently leased out my bar
The Pitstop @ 3 GTM St. I had paid for
the liquor license in full in November. The
people I leased it to now also paid for
a full year license.

Therefore Im requesting (which I think is very reasonable) some sort of reimbursment of my payment for 2022 liquor license.

Thank You

Sincerely fin deblane Pitstop Ber 3 6TH ST Proctor MN 55810 218-590-1240

Refunds per Proctor (vde 120. LeBlanc \$708.30 (5 months) Sara Nephew Keyboard (5 months) \$708.30 Gina H. Legend's \$849.96 (6 month)

Proctor, MN Code of Ordinances

- (2) "On-sale". The annual fee for an "on-sale" license shall be as set forth in the city schedule of charges and fees.
- (3) *"Temporary"*. The fee for a "temporary" license shall as set forth in the city schedule of charges and fees.
 - (D) Club licenses.
- (1) "On-sale". The annual fee for an "on-sale" club license shall be as set forth in the city schedule of charges and fees. This license fee shall be in addition to any permit fee charged by the Commission of Public Safety.
 - (2) "Off-sale". No "off-sale" club licenses shall be issued by the city.
- (3) One day "on-sale". The license fee for a one day "on-sale" club license issued under this subchapter shall be as set forth in the city schedule of charges and fees.
- (4) Sunday "on-sale". Sunday "on-sale" liquor licenses may be granted by the City Council as per this subchapter. The annual fee for Sunday "on-sale" licenses for restaurants, hotels and private clubs holding regular "on-sale" or club licenses shall be as set forth in the city schedule of charges and fees. (Prior Code, § 702.04) (Ord. 01-05, passed 3-7-2005; Ord. 02-05, passed 4-4-2005; Ord. 06-05, passed 6-6-2005; Ord. 08-07, passed 1-22-2008)

§ 120.067 APPLICATION PROCESS.

- (A) Payment of fee. Each application for a license issued pursuant to this subchapter shall be accompanied by a certified check or money order for at least one-half of the license fee. In the event that the applicant pays only one-half of the license fee at the time of making the application, the other one-half of the fee shall be paid no later that June 1 of that year. All fees shall be paid into the General Fund. If a license is rejected, a full refund of the fee shall be made.
- (B) Pro rata fee. Every license except a temporary license is issued for a period of one year and shall expire on January 1 or July 1, in the event that the second half of the license fee has not been paid for that year, except that if a portion of the license year has elapsed when the license is granted, the license shall be issued for the remainder of the year for a pro rata fee. In computing the fee, any unexpired fraction of a month shall be counted as one month. A temporary license shall be issued for a specific date on which a special event to which the sale in incident is being held, and the date shall be stated on the license.
- (C) Refunds. No part of the fee paid for any license issued under this section shall be refunded except in the following instances upon application to the Council within 30 days from the happening of the event. There shall be refunded a pro rata portion of the fee for the unexpired period of the license, computed on a monthly basis, when operation of the licensed business ceases not less than one month before expiration of the licensee because of:
- (1) Destruction or damage of the licensed premises by fire or other catastrophe;
 - (2) The licensee's illness;
 - (3) The licensee's death;

- (4) A change in the legal status of the municipality making it unlawful for the licensed business to continue; or
- (5) Change in owner pro rata in the event of a change in ownership of the underlying real property and/or business entity upon which the license is premised and issued.
- (D) *Transfers*. Each license shall be issued to the applicant only and shall not be transferable to another holder. Each license shall be issued only for the premises described in the application. No license may be transferred to another place without having been first considered by the Liquor Control Committee. Following the Liquor Control Committee's consideration of any proposed transfer, the Committee shall make a recommendation to the City Council. The Council shall consider the Committee's recommendation and approve or reject the transfer.
- (E) Pre-approval investigation. The Liquor Control Committee shall investigate all facts set out in the application. Opportunity shall be given to any person to be heard for or against the granting of the license. After the investigation and hearing, the Committee shall recommend that the City Council grant or refuse the application in its discretion. No license shall be granted to any applicant or premises on which taxes, assessments or other financial claims of the city or its utilities are delinquent and unpaid. Following the recommendation of the Committee, the City Council shall vote on the recommendation.
- (F) Application deadline. All applications, including renewals, shall be filed on or before the first Friday in December. Applicants filing applications, including renewals, after the deadline or whose applications are still incomplete after the deadline, shall be required to pay an additional fee as set forth in the city schedule of charges and fees, commencing on the first business day after the deadline. Provided, however, that any application, including renewals, not filed and/or still incomplete as of the last regularly scheduled City Council meeting of that year shall not be accepted for filing or considered accepted. In the event that a request is made for the issuance of a new license, and the above-referenced deadline of the first Friday in December has passed, an additional fee shall be as set forth in the city schedule of charges and fees.
 - (G) Non-enclosed premises.
- (1) Any application granted for the inclusion of non-enclosed premises in the licensed premises will be granted upon the terms and conditions as the Council may specify in granting the application relating to the limits of the use including provisions relating to:
- (a) Barriers to be maintained delineating the unenclosed area such as requiring planters, walls or fences;
 - (b) Proposed lighting;
 - (c) Types of chairs and/or tables used and/or means to secure

the same;

- (d) Personnel required to supervise the proposed area;
- (e) Items required by applicable fire, health, building and life

safety codes;

(f) Maximum number of persons who may be present at any

one time;

PROCTOR POLICE CIVIL SERVICE COMMISSION

August 24, 2022

Dear City of Proctor Mayor/Proctor City Council:

The Proctor Police Civil Service Commission has tested and interviewed applicants for the position of Proctor Police Officer. It is the recommendation of the Commission that Mr. Jonathan Search be offered the entry level position upon the passing of his medical and psychological examinations and background check.

Respectfully submitted,

Lori Anderson Secretary Proctor Police Civil Service Commissioner

cc. Chairperson Diane Giuliani, Police Commissioner Steven Elder, 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

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

5B

MEMORANDUM OF UNDERSTANDING Between the City of Proctor and LELS Local #21, LELS Local #405

LELS Local #21 (the "Union"), LELS Local #405 (the Union) and the City of Proctor (the "Employer") are parties to a Collective Bargaining Agreement that expires on December 31, 2022 (the "LELS #21, #405 Agreement"). All parties have agreed to the assignment of Officer Matthew Riebel to the special assignment of Temporary Interim Sergeant and wish to clarify the terms of the temporary special assignment.

- 1. The duration of the special assignment will be from beginning July 1, 2022, and not more than 120 (the "Assignment Term") days.
- 2. During the Assignment Term, Officer Riebel will be paid at Start of the Sergeant wage scale and receive any market adjustments to his wage as set forth in the Collective Bargaining Agreement between the City and LELS Local # 21. Officer Riebel will remain a member of Local #21 during the Assignment. He shall continue to receive all benefits pursuant to the terms of the LELS #21 Agreement and all other terms of the LELS #21 Agreement shall apply.
- 3. Nothing in this agreement will preclude Officer Riebel from consideration for a permanent promotion should a vacancy arise during the above-described assignment term.
- 4. This temporary special assignment is made without prejudice to Officer Riebel's status as a Patrol Officer. During the Assignment Term, Officer Riebel will continue to earn seniority pursuant to the terms of the LELS #21 Agreement. At the end of this special assignment, Officer Riebel will return to the rank of Patrol Officer, at his 2022 shift bid and with appropriate seniority rights according to the LELS #21 Agreement. Officer Riebel's placement on the Pay Plan shall be in accordance with his total years of service as Officer and Temporary Acting Sergeant. At the end of this special assignment, Officer Riebel may be assigned to another special assignment, depending on the needs of the department at the time. If Officer Riebel is promoted to the rank of Sergeant, the length of his special assignment as interim sergeant will be counted towards any required promotional period in its entirety.
- 5. This temporary special assignment may be extended by mutual written agreement of the parties.

For the City	For the Union		
Chad Ward, Mayor	Tim Gannon, Law Enforcement Labor Services, Inc.		
Jess Rich, City Administrator	Officer Matthey Riebel		

Chad Ward Mayor

City of Proctor

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

Jess Rich City Administrator

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

5C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is agreed upon by the City of Proctor (hereafter "City") and Law Enforcement Labor Services, Inc., Local #21 and #405 (hereinafter "Union").

WHEREAS, the city and the Union are parties to a collective bargaining agreement;

WHEREAS, due to COVID-19 and recent staffing changes within the Proctor Police Department, employees within the bargaining unit have been restricted in allowable vacation time use to maintain necessary staffing levels.

WHEREAS, the collective bargaining agreement contains language limiting the maximum amount of vacation accrual in Article 8 as follows:

<u>Section A:</u> Subject to the provisions herein, each eligible employee shall receive vacation with pay corresponding to the length of service shown in the following table:

Years of Service	<u>Months</u>	<u>Yearly</u>
O through 1	3.33hrs40 h	ours
2 through 3	6.66hrs80 h	ours
6 through 12	10hrs	120 hours
13 through 19	13.36hrs	160 hours
After 20	16.69hrs	200 hours

Employees may have a maximum accrual of one and one half (1 ½) the employee's yearly earned vacation if fifty percent (50%) of the employee's yearly earned vacation is used within that year. Part-time employees will receive vacation accrual on a prorated basis of actual hours worked.

WHEREAS, the City and the Union agree the vacation accrual maximum restriction set out in Article 8 of the collective bargaining agreement should be lifted or, at the employee's option, the employee shall be compensated at their regular base rate for hours accrued over the max accrual.

- 1. Temporarily lift the vacation accrual maximum until Dec 31, 2022
- 2. Those Officers more than the vacation accrual amount will be paid at their regular base rate for each hour over the maximum accrual.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates indicated by their respective signatures

CITY OF PROCTOR	LAW ENFORCEMENT LABOR SERVICES		
MAYOR			
Date	Date		
CITY ADMINISTRATOR			
Date			

Chad Ward Mayor

City of Proctor

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

Jess Rich City Administrator

You Have A Place in Proctor

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

5D

RESOLUTION 27-22

URGING GOVERNOR WALZ TO DECLARE A SPECIAL SESSION

CITY OF PROCTOR) COUNTY OF ST LOUIS) STATE OF MINNESOTA)

WHEREAS, the people of Minnesota have critical infrastructure needs, including the replacement and upgrade of aging drinking water systems, sewage treatment, roads, and bridges that cannot be delayed, and

WHEREAS, without additional funding through a bonding bill, cities will have to drastically raise water rates or taxes on residents and business to pay for necessary infrastructure projects made even more expensive due to inflation, and

WHEREAS, the Minnesota Legislature failed to pass a bonding bill in the 2022 legislative session, and

WHEREAS, the City of Proctor has major road construction projects that will need bonding to complete, and

WHEREAS, Local Government Aid (LGA) is an essential aid program to Minnesota cities, helping to restrain local property taxes, and

WHEREAS, the LGA appropriation has not kept up with city needs and inflation, making it more difficult for cities to provide the public safety, core infrastructure, libraries, and other services without imposing significant property tax increases or service cuts, and

WHEREAS, the Legislature failed to pass a tax bill in the 2022 legislative session that would have increased the LGA appropriation, and

WHEREAS, the state of Minnesota has a multi-billion-dollar budget surplus, and

WHEREAS, additional funds are required to match millions of dollars in available federal funds;

BE IT RESOLVED that the City Council of Proctor, Minnesota urges through this Resolution to Governor Walz to declare a special session and to its lawmakers to work in a bipartisan way to pass a bonding bill and a tax bill that includes an LGA increase; and

BE IT FURTHER RESOLVED that this resolution be transmitted to State Representative Mary Murphy and State Senator Thomas Bakk, Speaker of the House Melissa Hortman, Senate Majority Leader Jeremy Miller, House Minority Leader Kurt Daudt, Senate Minority Leader Melissa López Franzen, and Governor Tim Walz.

Adopted by the City Council of the City of Proctor on this 6th day of September 2022 BY: ____ Chad Ward Mayor ATTEST: Jess Rich City Administrator

Jessica Rich

From: Erik A. Simonson <easimonson@flaherty-hood.com>

Sent: Thursday, August 25, 2022 9:41 AM

To: Erik A. Simonson

Subject: Coalition of Greater Minnesota Cities - Action Item Request!

Attachments: Sample-City-Resolution-on-Special-Session.docx

Importance: High

Good morning!

I wanted to flag the below which was distributed as part of the CGMC In Brief last week – and highlight the importance of legislative leaders hearing from our cities via resolution calling for a special legislative session. If we don't make a significant collective voice, it is unlikely there will be a special session. We don't want the good work left undone in May to get lost in the turmoil of the 2023 legislative session!

I know it is a busy time of year – but I can tell you that we have had about 20 of our cities pass along a council resolution – and at the very least it is being noticed by legislative leaders! I hope you will consider placing a resolution in front of your council as soon as practical. See attached a sample resolution and below is a link to the emails of the legislative leaders that you can send a duly passed resolution to.

If you have any questions – please let me know!	

Chad Ward Mayor

Jess Rich City Administrator

City of Proctor

You Have A Place In Proctor

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

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

5E

Resolution No. 28-22 Resolution of Non-Objection To Issuance of State of Minnesota Charitable Gambling License

BE IT RESOLVED that the City Council of the City of Proctor hereby certifies that there is no objection to the issuance of a State of Minnesota Charitable Gambling Permit to the Duluth Softball Players Association conduct a raffle on November 16th, 2022 at the Proctor Moose Lodge, 1302 in Proctor, Minnesota.

Passed by a majority vote of the Proctor City Council, this 6th day of September, 2022.

BY:		
Ch	ad Ward	
Ma	yor	
ATTES	T:	
	Jess Rich	
	City Administrator	

Chad Ward Mayor

City of Proctor

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

Jess Rich City Administrator

You Have A Place in Proctor

5F

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RESOLUTION NO. 32-22 A RESOLUTION ACKNOWLEDING OCTOBER 15 AS PREGNANCY AND INFANT LOSS REMEMBERANCE DAY

WHEREAS, infants Remembered In Silence, Inc. and many other nonprofit organizations work with thousands of parents all over the state of Minnesota, and across the United States, who have experienced the death of a child during pregnancy through early childhood; and

WHEREAS, many of these parents live in, deliver in, have a child die in, or a bury a child in our community; and

WHEREAS, infants Remembered In Silence, Inc. a 501(c)(3) nonprofit organization was founded 1987, 35 years ago, to offer support for parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents, and all other types of infants and early childhood death; and

WHEREAS, bereaved parents around the world remember their children annually on October 15 with candle lighting at 7 pm. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; and this would unify these parents in tribute to their children; and

WHEREAS, in 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month; and

WHEREAS, in honor of the thousands of children that die each year in Minnesota, Infants Remembered in Silence, Inc. respectfully requests that October 15th, 2022 be recognized as Pregnancy and Infant Loss Remembrance Day.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Proctor, Minnesota does hereby acknowledge October 15th as Minnesota Pregnancy and Infant Loss Remembrance Day.

BY:	
Chad Ward	
Mayor	
ATTEST:	
Jess Rich	
City Administrator	



What Direct Services Can IRIS Provide?

- The IRIS Advocate Program can assist at the painful anticipation of the death/birth, at the time of hospitalization, and during the following weeks, months, and years of bereavement. When a child dies, an IRIS Advocate can assist you with creating precious keepsakes including picture taking, hand and foot prints, sculptures of hands and feet, presenting options and suggestions, and much more.
- Bereavement Support Packets contain printed materials and information on a wide variety of topics including how to plan a funeral for your precious child, grief, creating keepsakes, grieving grandparents and more.
- Burial Clothing Sets for infants 2 24 inches in length (6 42 gestational weeks). Sets include an outfit, blanket, and cap all sized to fit your precious child.
- Assists with finding support groups in your area for bereaved parents across the nation and around the world.
- Support Group Meetings
- One on one support & Telephone support
- Newsletter
- Website: www.irisRemembers.org
- Lending library
- Displays, special presentations, and guest speakers are available

IRIS Support Groups

IRIS Support Groups are made up of parents helping parents. Attending meetings is a helpful way to learn you are not alone, that others have experienced and share the same feelings of frustration, guilt, fear, and anxiety. Parents gain insight, understanding, and have an opportunity to vent their feelings in an understanding atmosphere.

IRIS Support Group meetings are open ended, meaning that parents can come to a meeting once, for months, or years.

IRIS Support Group meetings are open to anyone who has had a child die at any gestational age through early childhood. You are always welcome regardless of when or where your child died, the cause of death, or where you currently live.

Meetings are held at the IRIS office (pictured below).



IRIS 218 Third Ave NE. Faribault, MN 55021

Midday Meetings

The 2nd Wednesday of each month from 11 AM – 1 PM

Evening Meetings

The 4th Tuesday of the month from 7 – 8:30 PM



How Do We Get IRIS Involved?

It's easy; you can contact IRIS directly or ask the hospital or funeral home

staff to contact us.

If we have an IRIS Advocate in your area, they will be happy to assist you however you would like. This includes answering your questions to the best of their ability, helping you to create memories and keepsakes of your child, and offering suggestions and options that you may not know exist.

If we do not have an IRIS Advocate in your area, we will do our best to provide you with suggestions on creating memories and keepsakes and we will help you find a support organization or group close to you.

Infants Remembered In Silence, Inc. ©

218 Third Ave NW Faribault, MN 55021 (507) 334-4748 www.irisRemembers.org

IRIS Mission Statement

Infants Remembered In Silence, Inc. © (IRIS). a nonprofit organization, supplements the care given by the medical, mental health, and religious communities by providing resources and referral information, support and education to parents, family, friends, and professionals after a child dies in early pregnancy (ectopic pregnancy, molar pregnancy, miscarriage, etc.) or from stillbirth, neo-natal death, birth defects, illness, accident, sudden infant death syndrome (SIDS), sudden unexplained death of a child, and all other types of infants and early childhood death.

What Events Does IRIS Offer?

IRIS offers many wonderful opportunities to remember and honor your child. You are always welcome to attend regardless of where you live, where the child died, when the child died, or the cause of death.



IRIS Events Include:

- Mothers Day Brunch
- Water Lantern Release
- October 15th International Pregnancy & Infant Loss Remembrance Day



 Holiday Service of Remembrance Service is held annually since 1994 on the first Sunday in December, at the Chapel of the Good Shepherd - Shattuck Campus

Fundraisers Include:

- A Pancake Breakfast is held in February on the weekend after the Super Bowl.
- The IRIS Turkey Trot 5K Run and Walk, 10K Run is held on Thanksgiving morning. While considered a fundraiser, is an event that offers breathtaking, inspiring, and unique opportunities for you, your family and friends. You will be able to create many amazing memories and find overwhelming support.
- Many other events and special services are held throughout the year. For more information visit <u>www.irisRemembers.org</u> and follow IRIS on Social Media.



What is IRIS . . .

Infants Remembered In Silence, Inc. © (IRIS) is an 501(c)3 nonprofit organization designed to help parents, family, and friends cope with the devastating loss of a child in early pregnancy (miscarriage, blighted ovum, ectopic pregnancy, molar pregnancy, etc.) or death from stillbirth, neo-natal death, birth defects, sudden unexplained infant death (SUID/SIDS) and other related syndromes, overlay, illness, accidents, and all other types of infant and early childhood death. This assistance includes emotional support at the time of the death and the years that follow.

When a child dies, parents, family, and friends mourn the death and begin the process of coping. This process is known as grieving. Bereaved parents experience many different feelings including disbelief, sadness, loneliness, fear, anger, regret, guilt, despair, and a sense of great personal loss. Parents who experience an infant's death are usually unsure of what their feelings and emotions should be. Some parents keep their feelings inside while others are able to express their grief easily and openly, still others have feelings of grief that are so intense that they don't understand what is happening.

Guilt, real or imagined, is a normal part of grief. It surfaces in thoughts and feelings of "if only" or "I wish I would have." Each person's grief is individual. Mothers and fathers, grandparents, family, and friends all cope with grief differently. While there is no "right way" to grieve, it is helpful to know that grief has many ups and downs and lasts far longer than society, in general, recognizes. In fact, the grief process may take several years to work through.

It has often been said that with the death of our parents we lose a piece of our past. With the death of a sibling we lose a piece of our present (what is currently going on in our lives). But with the death of a child, parents lose their entire future. All of their hopes and dreams are gone.

Bereaved parents have the need for understanding, hope, knowledge and comfort. Other bereaved parents who have experienced similar losses can provide this type of support. While there are no instant solutions, no fast easy answers, and no timeline for grieving there is a sense of direction found through knowledge and understanding of the grief experience. Bereaved parents can find help and hope for the future from Infants Remembered In Silence. Inc. © (IRIS).

How Do Volunteers Help?

Most of the services provided by IRIS are available due to the talents and generosity of others. Sewing, knitting, crocheting, and quilting of blankets, caps, and outfits are all done by volunteers. Volunteers also do gardening, office work, computer assistance, and compile clothing sets, bereavement packets, and newsletters. IRIS is always in need of your help. If you would like to help, please contact us.

How is IRIS Financed?

Infants Remembered In Silence, Inc. (IRIS) depends on the generosity of donors. Donations, memorials, grants, charitable gambling, fundraisers, and the United Way provide financial support to our 501(c)3 non-profit organization. We gratefully accept and acknowledge all donations and memorials, which are tax deductible.



Infants Remembered In Silence ©

218 Third Ave. NW Faribault, MN 55021 (507) 334-4748 www.irisRemembers.org support@irisRemembers.org

Founded in 1987











Infants Remembered In Silence ©

218 Third Ave. NW Faribault, MN 55021 (507) 334-4748 www.irisRemembers.org support@irisRemembers.com

Founded in 1987

Phone: (507) 334-4748 E-mail: support@irisRemembers.com Website: www.irisRemembers.com Founded in 1987

Infants Remembered In Silence, Inc. a 501(c)3 nonprofit organization (#41-1700704) would like to respectfully request that the city adopt a resolution endorsing October 15th as Pregnancy and Infant Loss Remembrance Day in accordance with the requirements within the city.

- 1. If this proclamation is perpetual, please let us know.
- 2. If your community does not accept proclamation requests, please let us know.
- 3. If your city has requirements on who can make a request, please let us know those requirements.

Infants Remembered In Silence, Inc. (IRIS) works with thousands of people across Minnesota, and the USA, who have experienced the death of a child during pregnancy through early childhood. This includes death from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), birth defects, illness, accidents, and all other types of early childhood death. These are parents who lose a child unexpectedly. Many of these parents live in, deliver in, and have a child die in, or bury a child in this community.

Bereaved parents remember these children annually with a 7 pm candle lighting on October 15th. Some will remember their child/children in their homes while others will remember them in small gatherings around the state and across the nation. This resolution/proclamation would unify these parents in tribute of their children.

United States Government Proclamations:

- 1988 President Ronald Reagan Proclaimed October as National Pregnancy and Infant Loss Awareness Month.
- 2001 House Resolution
 107th Congress 1st Session
 H.RES.254 IH
- 2006 House Resolution 109th Congress – 1st Session H.CON.RES.222

If you do choose to adopt this proclamation/resolution you may send us any certificates via e-mail to support@irisremembers.com or we can arrange for someone to pick it up.

Proclamation text below.

Diana Kelley - Founder and Executive Director Infants Remembered In Silence, Inc.© (IRIS) 218 3rd Ave. NW Faribault MN 55021 (507) 334-4748

Email: support@irisRemembers.com
Website: www.irisRemembers.com

IRIS was founded in 1987

Chad Ward Mayor

City of Proctor

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

Jess Rich City Administrator

You Have A Place in Proctor

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

5G

Date: September 1, 2022

To: Proctor City Council

From: Administrator Jess Rich

Re: Catch Basin Repair

In the process of inspecting stormwater structures and to reduce costs by doing multiple projects, we sought quotes for the repair of catch basins at the following locations:

- 1220 Birchwood Drive
- 811 Almac Drive
- 51 Kirkus Street
- 900 Almac Drive
- 46 3rd Street.

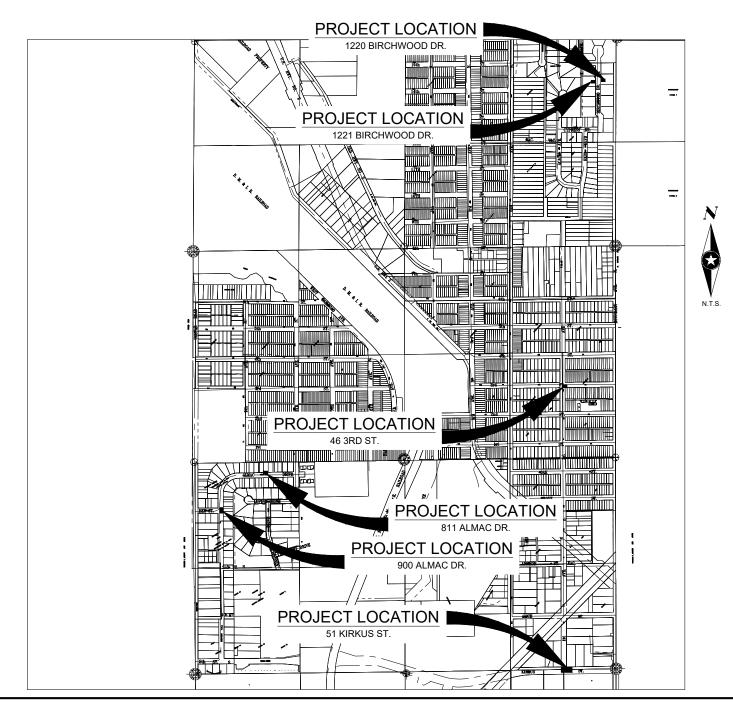
SEH prepared plans and the invitation to bid. Bids received from KTM Paving, Inc. \$37,000 and Sinnott Contracting, LLC. \$42,000. SEH has reviewed the bids and feel they are appropriate for this type of work.

We have \$32,000 in the sewer budget for such repairs and \$50,000 in the sidewalk repair budget. Repair of the catch basins will also include replacement of the sidewalk in the repair area. It is staff's recommendation to accept the bid from KTM Paving, Inc. using \$32,000 from the sewer budget and \$5,000 from the sidewalk repair budget.

EXISTING RIGHT OF WAY PERMANENT EASEMENT HORIZONTAL CONTROL POINT BENCHMARK SURVEY MARKER SANITARY SEWER AND MANHOLE FORCE MAIN AND LIFT STATION SANITARY SEWER SERVICE & CLEANOUT WATER SERVICE AND CURB STOP BOX -■— STORM SEWER, MANHOLE AND CATCH BASIN --⊠- GAS MAIN, VALVE, VENT AND METER BURIED FIBER OPTIC CABLE AND MANHOLE BURIED PHONE CABLE, PEDESTAL AND MANHOLE BURIED TV CABLE, PEDESTAL AND MANHOLE BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER OVERHEAD WIRE, POLE AND GUY WIRE TRAFFIC SIGNAL STREET NAME SIGN SIGN (NON STREET NAME) RAILROAD TRACKS DECIDUOUS AND CONIFEROUS TREE BUSH / SHRUB AND STUMP O AX EDGE OF WOODED AREA BARBED WIRE FENCE CHAIN LINK FENCE WOOD FENCE WOVEN WIRE FENCE CABLE GUARDRAIL POST / BOLLARD RETAINING WALL **PROPOSED** --- STREET CENTERLINE CONSTRUCTION LIMITS S----- SANITARY SEWER, BULKHEAD AND MANHOLE - FORCE MAIN SANITARY SERVICE AND CLEANOUT WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE WATER VALVE MANHOLE, REDUCER, BEND AND CROSS WATER SERVICE AND CURB STOP BOX — STORM SEWER, MANHOLE AND CATCH BASIN CULVERT AND APRON ENDWALL ----- DRAIN TILE -<- DITCH / SWALE SIGN (NON STREET NAME)

CITY OF PROCTOR, MINNESOTA

CONSTRUCTION PLANS FOR **CATCH BASIN AND** SIDEWALK REPAIRS



ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST IELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUT. **INDEX**

SHEET NO. **DESCRIPTION**

HE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF

STATEMENT OF ESTIMATED QUANTITIES

811 ALMAC DR. 51 KIRKUS ST.

900 ALMAC DR.

THIS PLAN CONTAINS 6 SHEETS.

PROCTOR, MINNESOTA



PROCTOR, MINNESOTA



HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ROCT-16607

of 6

THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA. THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION

Know what's below. Call before you dig.

NOTES:	
1	INCLUDES FINE GRADING AND COMPACTION OF EXISTING CLASS 5 BASE MATERIAL
2	INCLUDES 4" THICK COMMON TOPSOIL BORROW, SEEDING, SEED MIX 25-151 @ 240 LBS/AC, FERTILIZER TYPE 3 @ 350 LBS/AC (22-5-10), MULCH TYPE 3 @ 2 TONS/AC AND DISC ANCHORING. ALL MATERIALS AND WORK FOR TURF ESTABLISHMENT SHALL BE CONSIDERED INCIDENTAL.
3	INCLUDES CASTING REMOVAL
4	INCLUDES CASTING ASSEMBLY
5	1220 BIRCHWOOD DR. INCLUDES 14"X6" BITUMINOUS PATCH @ 3" THICK. INCLUDES REMOVAL OF CLASS 5 AND GRADING PRIOR TO PLACEMENT OF BITUMINOUS.
6	1221 BIRCHWOOD DR. INCLUDES 17'X7' BITUMINOUS PATCH @ 3" THICK. INCLUDES REMOVAL OF CLASS 5 AND GRADING PRIOR TO PLACEMENT OF BITUMINOUS.

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION (INCIDENTAL).
- PROJECT SHALL BE BID AND PAID AS A LUMP SUM. MNDOT BID ITEMS AND QUANTITIES ARE FOR BIDDING REFERENCE ONLY.

CATCH BASIN AND SIDEWALK REPAIRS

052	SEH Project	PROCT
10/2	Drawn By	AD
ve: 8/1	Designed By	TP
Sav	Checked By	TP

166073 Rev.#

Rev.# Date

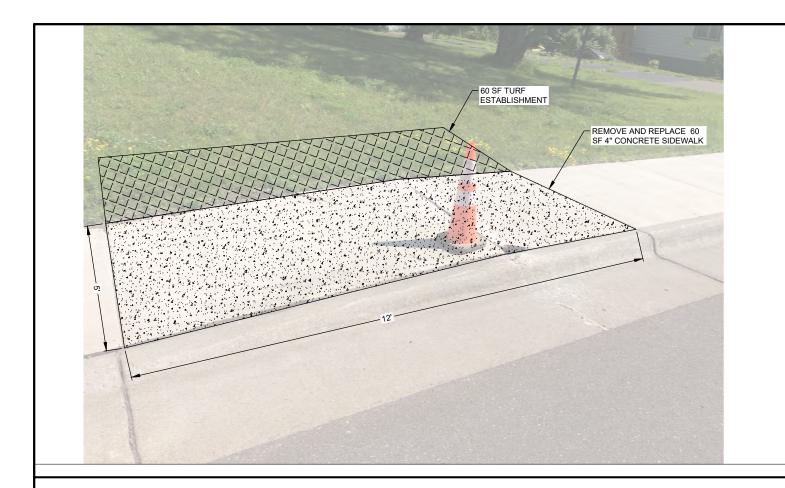
Revision Issue Description

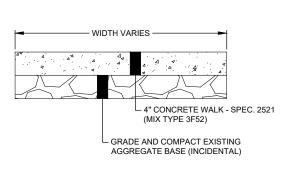
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED. PROFESSIONAL ENGINEER TYLER P. YMGSDAL

CATCH BASIN AND SIDEWALK REPAIRS PROCTOR, MN

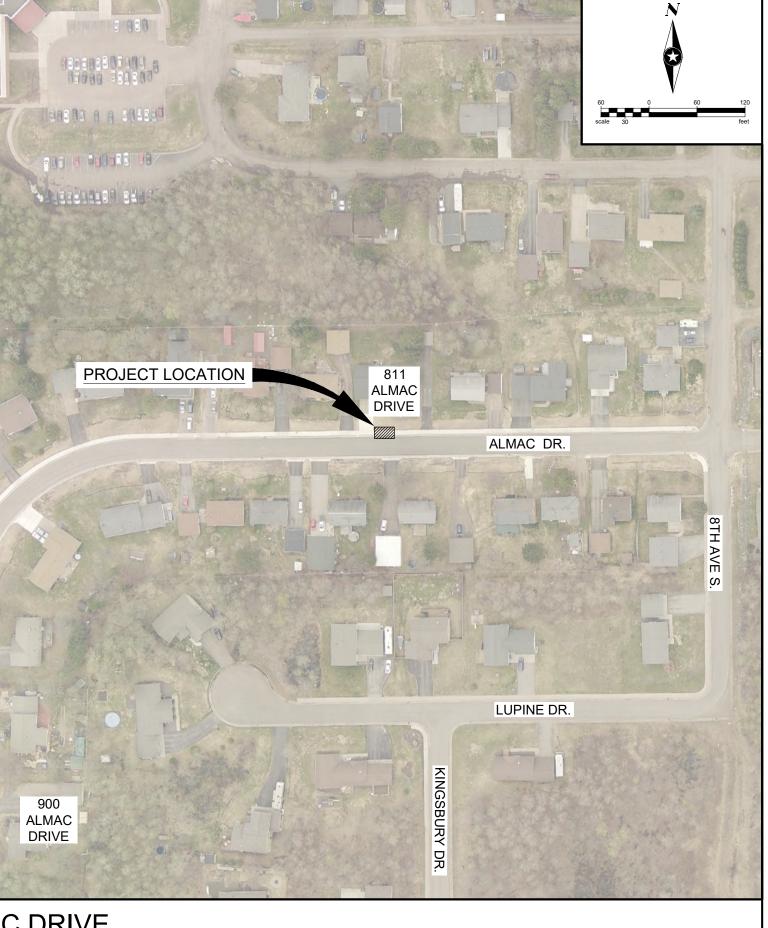
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of 6





CONCRETE SIDEWALK REPLACEMENT



811 ALMAC DRIVE

SEH Project PROC Drawn By
Designed By

PROCT 166073 Rev.#

ADW

TPY

Revision Issue Description Date Rev.#

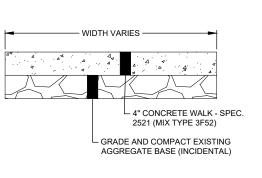
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EREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT PERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER DER THE LAWS OF THE STATE OF MINNESOTA.

CATCH BASIN AND SIDEWALK REPAIRS PROCTOR, MN

REMOVAL AND CONSTRUCTION PLAN 811 ALMAC DRIVE





CONCRETE SIDEWALK REPLACEMENT

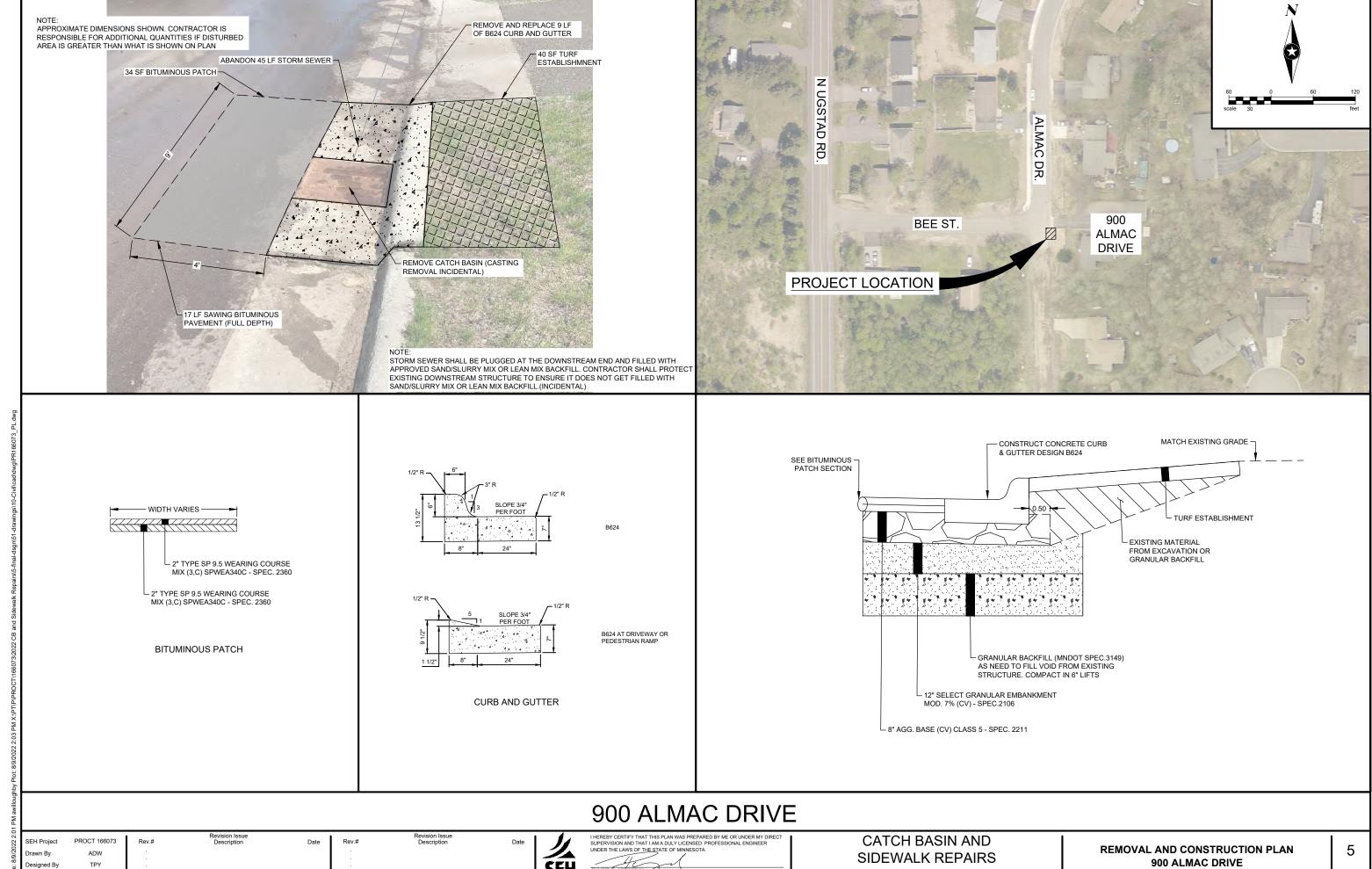


51 KIRKUS STREET

PROCT 166073 TPY

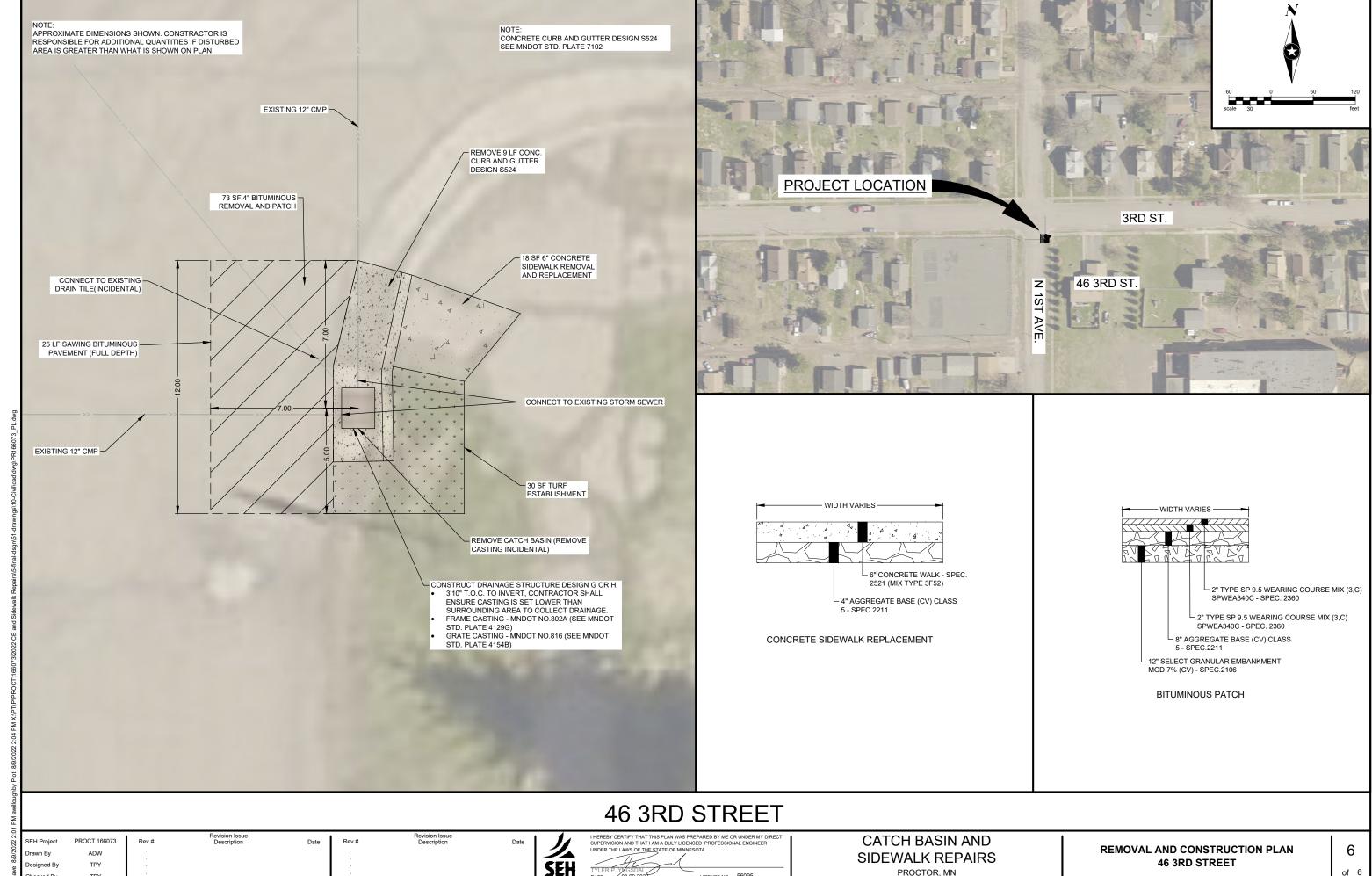
CATCH BASIN AND SIDEWALK REPAIRS PROCTOR, MN

REMOVAL AND CONSTRUCTION PLAN **51 KIRKUS STREET**



PROCTOR, MN

of 6





Building a Better World for All of Us*

INVITATION TO BID / BID FORM

TO:

Prospective Bidders

FROM:

Tyler Yngsdal, PE (Lic. MN)

DATE:

August 9, 2022

RE:

City of Proctor - 2022 Catch Basin and Sidewalk Repairs

SEH No. PROCT 166073

The City of Proctor is requesting quotes for catch basin and sidewalk repairs. The work shall be completed in accordance with the attached documents depicting the repair work. The construction documents include a Statement of Estimated Quantities for Bidder's to base their bids on. The project will be bid on a Lump Sum basis.

The Contractor shall be responsible for all homeowner driveway access disruption.

The Contractor shall be responsible for traffic control and maintenance.

The Contractor shall be responsible for site erosion & sediment control throughout the duration of construction.

The Contractor shall notify the City of Proctor a minimum of 24 hours in advance of any work performed on the site.

All work shall be completed by September 30, 2022 and ready for final payment.

All bids must be submitted on this Ad For Bid / Bid Form as an electronic PDF and sent to Rick LaLonde (Street Superintendent) at rialonde@proctormn.gov. All bids must be received no later than 10:00 am on Thursday August 25, 2022.

The City of Proctor reserves the right to reject all bids.

All questions related to this bid shall be directed to Rick LaLonde at rialonde@proctormn.gov or 218.428.1790.

BID FORM

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price

Contractor's Name

Contractor's Signature

Attachment – Construction Documents
c: Rick LaLonde (Street Superintendent)
Jess Rich (City Administrator)

X.\PT\P\PROCT\166073\2022 CB and Sidewalk Repairs\6-bid-constiblidging docs



INVITATION TO BID / BID FORM

TO: Prospective Bidders

FROM: Tyler Yngsdal, PE (Lic. MN)

DATE: August 9, 2022

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Jess Rich (City Administrator)

X:\PT\P\PROCT\166073\2022 CB and Sidewalk Repairs\6-bid-const\bidding docs

Chad Ward Mayor

City of Proctor

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

Jess Rich City Administrator

You Have A Place in Proctor

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

5H

Date: August 25, 2022
To: City Council

From: Jess Rich, City Administrator

Re: Purchase of Golf Course Lawn Mower

Golf Course Manager Jason Klatte reported to the Proctor Golf Course Advisory Committee the TORO Sidewinder, used to cut the around trees, greens and tee boxes, is inoperable and cannot be repaired.

The Gordon Downs Trust has agreed to donate for the purchase of a new machine (quote attached.) The quote from MTI Distributing, Inc. is on the state cooperative purchasing contract which satisfies the competitive bidding process. It was also requested by the Trust and the committee for the city to use a sales tax exemption if available. Unfortunately, purchases for a municipal golf course are not tax exempt (see attached.) Finance Director Brunfelt and I recommend accepting the donation for the equipment and the City of Proctor paying the sales tax from the 2023 Golf Course budget. Resolution approving the purchase and accepting the donation attached.

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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RESOLUTION NO. 33-22 RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT AND ACCEPTING A DONATION

CITY OF PROCTOR)
COUNTY OF ST LOUIS)
STATE OF MINNESOTA)

WHEREAS, The City of Proctor owns and operates a municipal golf course and has maintenance equipment needs; and

WHEREAS, The Proctor Golf Manager reported to the City of Proctor Golf Course Committee the TORO Sidewinder mower used for groundskeeping is inoperable and cannot be repaired; and

WHEREAS, the City of Proctor has received a quote from MTI Distributing, Inc. for the purchase of a TORO Groundsmaster 3500-D in the amount of \$39,930.54 plus \$2,944.88 sales tax; and

WHEREAS, MTI Distributing, Inc. is a registered vendor of and has been awarded a contract with the Minnesota Cooperative Purchasing Venture (CPV) established by Minn. Stat. § 16C.03, subd.10, which allows eligible entities to purchase goods, certain services and utilities from contracts established by the Office of State Procurement (OSP) for Minnesota state agencies; and

WHEREAS, the City of Proctor is a member of the Minnesota Cooperative Purchasing Venture; and

WHEREAS, the Gordon Downs Trust has agreed to donate \$39,930.54 to the City of Proctor for the purchase of the new mower for use at the Proctor Golf Course; and

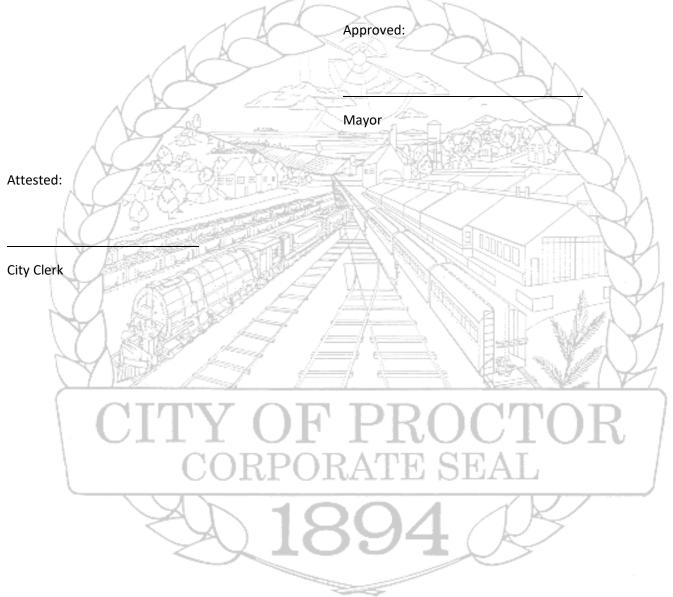
WHEREAS, The City of Proctor is generally authorized to accept donations or gifts of real and personal property pursuant to Minnesota Statutes Section 10A.071, 211A.01 and 471.895, and is specifically authorized to accept gifts and bequests for services pursuant to Minnesota Statutes Section stated above; and,

WHEREAS, The City Council finds it is appropriate to purchase the forementioned equipment and accept the donation offered by the Gordon Down Trust on behalf of Proctor Golf Course.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PROCTOR, MINNESOTA, AS FOLLOWS:

- 1. The Proctor City Council authorizes the purchase of the TORO Groundsmaster 3500-D.
- 2. The donation of \$39,930.54 from the Gordon Downs Trust in the amount of \$39,930.54 is accepted and shall be used as for the purchase of the TORO Groundsmaster 3500-D.
- 3. The City of Proctor will pay the required sales tax from 2023 golf course budget.

Adopted by the City Council of the City of Proctor on 6th day of September 2022



Jessica Rich

From: Leslie Brunfelt

Sent: Thursday, August 25, 2022 9:18 AM

To: Jessica Rich

Subject: Sales tax for Golf Course purchases

Jess,

Purchases to provide Golf Course services are specifically listed in the MN Revenue code <u>as taxable</u> and do not qualify for the local government exemption. There is a caveat for purchases that are for multiple uses. In the event a mower is purchased and used for both City Parks and the Golf course. In these cases, the local government entity may allocate the purchase total and pay use tax on the taxable portion. You must use a reasonable method of allocation and keep business records that clearly identify how you determined the tax.

Please let me know if you have any additional questions on this.

Leslie

Leslie Brunfelt, CPA
Finance Director
City of Proctor
100 Pionk Drive
Proctor, MN 55810
218.624.3641
lbrunfelt@proctormn.gov



MTI Distributing Equipment Quote August 9, 2022



City of Proctor

Quote Expiration Date:

8/29/2022

Qty	Description	MN State Contract Price Each	MN State Contrac Price Extended
1	New TORO GROUNDSMASTER 3500-D , 24.8 hp Kubota Liquid-Cooled Diesel Engine, Side Winder Mowing Feature, 3WD, 3 Contour Plus 27" Rear Discharge Rotary Decks, 68" Width of Cut & 2-Post ROPS (30807) Estimated Availability Spring 2023	\$39,930.54	\$39,930.54
		Subtotal	\$39,930.54
		Sales Tax 7.375%	\$2,944.88
		Total	\$42,875.42

20 Days pending MN State Contract being in effect

Net 30 Terms

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Ryan Pannhoff **Outside Sales Representative**

ryan.uannhoff amtidistributing.com

630-742-9058

Matt Arntzer Inside Sales Representative

matt.arntzen@mtidistributing.com

800-492-9972

I commit to the purchase as detailed on this Proposal. I reserve the right to opt out of intended purchase at any time prior to final quotation acceptance. I understand that should the MN State Contract become invalid prior to placement of order, proposed pricing will become invalid and a requote will be required.
Name:

I commit to the purchase as detailed on this Proposal. I reserve the right to opt out of intended purchase at any time prior to final quotation acceptance. I understand that should the MN State Contract become invalid prior to placement of order, proposed pricing will become invalid and a requote will be required
Name:
Signature:
Date:

Contract Release: T-775(5)

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: T-775(5)

DATE: MARCH 9, 2022

PRODUCT/SERVICE: TURF MANAGEMENT EQUIPMENT

CONTRACT PERIOD: FEBRUARY 1, 2022 THROUGHT JANUARY 31, 2023

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): MICHAEL SUTTON

PHONE: 651.201.3170 E-MAIL: Michael.Sutton@state.mn.us WEB SITE: www.mmd.admin.state.mn.us

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State agencies and CPV members should review and compare all multiple award Contract Vendors in order to ensure the best value for their potential purchase. Factors such as, but not limited to, cost, equipment warranty terms, vendor location, delivery lead times, available substitutes, selected options and current fleet and equipment or parts inventory levels all may contribute to the total cost/value of an individual purchase. Multiple vendors may be able to satisfy the requirements of the purchaser and therefore it is important for the purchaser to review all Contracts and Contract prices before executing an order.

CONTRACT VENDOR CONTRACT NO. TERMS DELIVERY

ALTOZ, INC. 20502 160th Street Greenbush, MN 56726 206785 2% IN 10, NET 30 7-90 DAYS ARO

CONTACT: Carmen Solom PHONE: 218.782.5869 EXT. 330

EMAIL: carmen.solom@altoz.com

VENDOR NO.: 0000923581

Sample Invoice and Sample Quote

CONTRACT VENDOR

BEMIDJI SPORTS CENTRE, INC.

1826 Anne St NW Bemidji, MN 56601 CONTRACT NO.TERMSDELIVERY206799NET 3060 DAYS ARO

PHONE: 218.751.4477

CONTACT: Brandon Mattfeld

EMAIL: <u>bmattfeld@bemidjisportscentre.com</u>

VENDOR NO.: 0000197042

Sample Invoice and Sample Quote

Contract Release: T-775(5)

CONTRACT VENDOR

KINNI SPORT & POWER LLC

149 State Rd. 35

River Falls, WI 54022

VENDOR NO.: 0000962754

CONTRACT NO.

206780

206801

206798

206789

TERMS

DELIVERY

NET 30

7 DAYS ARO

CONTACT: Seth Kuhn

PHONE: 715.307.4685

EMAIL: kinnisportandpower@gmail.com

Sample Invoice and Sample Quote

CONTRACT VENDOR

LANO EQUIPMENT. INC. 6140 Hwy 10 NW

Anoka, MN 55303

VENDOR NO.: 0000193199

CONTRACT NO.

TERMS

DELIVERY

NET 30

7-365 DAYS ARO

CONTACT: Scott Fahey, Gov't Sales

EMAIL: scott f@lanoequip.com

PHONE: 612.223.0510

PHONE: 763.428.4107

Sample Invoice and Sample Quote

.......

CONTRACT VENDOR

MINNESOTA EQUIPMENT

13725 Main St Rogers, MN 55374

CONTRACT NO.

TERMS

DELIVERY

NET 30 60 DAYS ARO

CONTACT: Dan Scharber

EMAIL: danscharber@mnequip.com

VENDOR NO.: 0000197372

Sample Invoice and Sample Quote

CONTRACT VENDOR

MTI DISTRIBUTING, Inc. 4830 Azelia Avenue N

Brooklyn Center, MN 55429

CONTRACT NO.

TERMS **NET 30**

DELIVERY

1-365 Days ARO

CONTACT: Karen Wangensteen, Inside Sales

EMAIL: karen.wangensteen@mtidistributing.com

PHONE: 763.592.5643

VENDOR NO.: 0000240299

Authorized Distributors

Sample Invoice and Sample Quote

CONTRACT VENDOR

NORTHLAND LAWN & SPORT, LLC dba Northland Lawn Sport & Equipment

8371 Enterprise Dr N

Mountain Iron, MN 55768

CONTRACT NO.

TERMS NET 30 DELIVERY

10-365 DAYS ARO

206777

CONTACT: Becky Hecimovich

EMAIL: bhecimovich@mynorthland.com

PHONE: 218.398.2781

VENDOR NO.: 0001075231

Sample Invoice and Sample Quote

Chad Ward Mayor

City of Proctor

COUNCILORS
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Troy R. DeWall
Rory Johnson
James Rohweder

Jess Rich City Administrator

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51

Date: September 1, 2022

To: City Council

From: Jess Rich, City Administrator

Re: Grant Agreement – Construction for the Proctor Salt Shed Project

SPAP-22-0004-P-FY54

The State of Minnesota Grant Agreement for the Construction for the Proctor Salt Shed is attached. Agreement highlights include

- Grant amount \$500,000
- No matching requirement
- Calls for a completion date of December 31, 2024
- Call for prevailing wages
- Names City Administrator as authorized representative

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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Resolution 38-21 City of Proctor, Minnesota Sand Salt Storage Facility Funding

WHEREAS the City of Proctor will act as the legal sponsor for the project contained in Laws of Minnesota, 2020, 5th Special Session, chapter 3, section 21, Subd. 33: Proctor; Salt Shed. \$500,000 grant to the City of Proctor to predesign, design, and construct a salt shed to replace the condemned salt shed on the river front.

WHEREAS the City of Proctor has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

WHEREAS that upon approval by the state, the City of Proctor may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that City of Proctor certifies it will comply with all applicable laws and regulation as stated in all contract agreements.

WHEREAS the total cost of the project is \$604,085 and the State of Minnesota has appropriated \$500,000 in Laws of Minnesota, 2020, 5th Special Session, chapter 3.

WHERAS, the City of Proctor will need to contribute \$104,085 to complete the project.

NOW, THEREFORE BE IT RESOLVED that the City of Proctor authorizes up to \$110,000 from the General Fund for the construction of the City of Proctor Salt Storage Facility.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Proctor on December 6th, 2021.

SIGNED:

WITNESSED:

Jessica Rich Administrator Dec. 6, 2021

General Obligation Bond Proceeds

Grant Agreement - Construction Grant for the Proctor Salt Shed Project

SPAP-22-0004-P-FY21

TABLE OF CONTENTS

RECITALS

Articl	ρI_	DEF	INI	$\Gamma \Gamma \cap$	NS
ALUCI	U I -	יעע	TINI.	110	1111)

Section 1.01 – Defined Terms

Article II - GRANT

- Section 2.01 Grant of Monies
- Section 2.02 Public Ownership
- Section 2.03 Use of Grant Proceeds
- Section 2.04 Operation of the Real Property and Facility
- Section 2.05 Public Entity Representations and Warranties
- Section 2.06 Ownership by Leasehold or Easement
- Section 2.07 Event(s) of Default
- Section 2.08 Remedies
- Section 2.09 Notification of Event of Default
- Section 2.10 Survival of Event of Default
- Section 2.11 Term of Grant Agreement
- Section 2.12 Modification and/or Early Termination of Grant
- Section 2.13 Excess Funds

Article III – USE CONTRACTS

- Section 3.01 General Provisions
- Section 3.02 Initial Term and Renewal
- Section 3.03 Reimbursement of Counterparty
- Section 3.04 Receipt of Monies Under a Use Contract

Article IV - SALE

- Section 4.01 Sale
- Section 4.02 Proceeds of a Sale

Article V – COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

- Section 5.01 State Bond Financed Property
- Section 5.02 Preservation of Tax Exempt Status
- Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order

Article VI – DISBURSEMENT OF GRANT PROCEEDS

- Section 6.01 The Advances
- Section 6.02 Draw Requisitions
- Section 6.03 Additional Funds
- Section 6.04 Conditions Precedent to Any Advance
- Section 6.05 Construction Inspections

i

Article VII- MISCELLANEOUS

Section 7.01 – Insurance

Section 7.02 – Condemnation

Section 7.03 – Use, Maintenance, Repair and Alterations

Section 7.04 – Records Keeping and Reporting

Section 7.05 – Inspections by State Entity

Section 7.06 – Data Practices

Section 7.07 – Non-Discrimination

Section 7.08 – Worker's Compensation

Section 7.09 – Antitrust Claims

Section 7.10 – Review of Plans and Cost Estimates

Section 7.11 – Prevailing Wages

Section 7.12 – Liability

Section 7.13 – Indemnification by the Public Entity

Section 7.14 – Relationship of the Parties

Section 7.15 – Notices

Section 7.16 – Binding Effect and Assignment or Modification

Section 7.17 – Waiver

Section 7.18 – Entire Agreement

Section 7.19 – Choice of Law and Venue

Section 7.20 – Severability

Section 7.21 – Time of Essence

Section 7.22 – Counterparts

Section 7.23 – Matching Funds

Section 7.24 – Source and Use of Funds

Section 7.25 – Project Completion Schedule

Section 7.26 – Third-Party Beneficiary

Section 7.27 – Public Entity Tasks

Section 7.28 – State Entity and Commissioner Required Acts and Approvals.

Section 7.29 – Applicability to Real Property and Facility

Section 7.30 – E-Verification

Section 7.31 – Additional Requirements

Attachment I - DECLARATION

Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III – SOURCE AND USE OF FUNDS

Attachment IV - PROJECT COMPLETION SCHEDULE

General Obligation Bond Proceeds

Grant Agreement - Construction Grant for the Proctor Salt Shed Project

THIS AGREEMENT shall be effective as of October 22, 2020, and is between City of Proctor Minnesota, a statutory city ("Public Entity"), and the State of Minnesota, Department of Employment and Economic Development ("State Entity").

RECITALS

- A. Under the provisions contained in Minnesota Statute §412.221 subd. 33, the Public Entity has been given the authority to the City of Proctor to predesign, design, and construct a salt shed to replace the condemned salt shed on the river front.; and
- B. Under the provisions contained Laws of Minnesota, 2020 5th Special Session, Chapter 3, Article 1, Section 21, Subdivision 33, ("G.O. Bonding Legislation") the State of Minnesota has allocated \$500,000.00 ("G.O. Grant"), which is to be given to the Public Entity as a grant to assist it in the predesign, design, and construct a salt shed to replace the condemned salt shed as authorized by such legislation; and
- C. Under the provisions contained in Minnesota Statute §471.15-471.16, the Public Entity has been given the authority to predesign, design, and construct a salt shed to replace the condemned salt shed; ("Governmental Program") and
- D. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution; and
- E. The Public Entity's receipt and use of the G.O. Grant to acquire an ownership interest in and/or improve real property ("Real Property") and, if applicable, structures situated thereon ("Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 ("G.O. Compliance Legislation") and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended ("Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

F. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Public Entity, and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Advance(s)" – means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Proctor Salt Shed Project, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Architect", if any - means _	N/A ,	which will administer the
Construction Contract Documents	on behalf of the Public Entity.	

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner of MMB" - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

"Commissioner's Order" - means that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

"Completion Date" – means December 31, 2024 the date of projected completion of the Project.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" – means the work to be performed under the Construction Contract Documents.

"Counterparty" - means any entity with which the Public Entity contracts under a Use Contract. This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Declaration" - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

"Event of Default" - means one or more of those events delineated in Section 2.07.

"Facility", if applicable, - means construct a salt shed, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the G.O. Grant.

"Fair Market Value" – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

- "G.O. Bonding Legislation" means the legislation delineated in Recital B hereinabove as the G.O. Bonding Legislation.
- "G.O. Bonds" means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the G.O. Grant and any bonds issued to refund or replace such bonds.
- "G.O. Compliance Legislation" means Minn. Stat. § 16A.695 as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.
- "G.O. Grant" means a grant of monies from the State Entity to the Public Entity in the amount identified as the "G.O. Grant" in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained herein.

"Governmental Program" – means the operation of the Real Property and, if applicable, Facility for the purpose specified and identified in Recital C of this Agreement as the Governmental Program.

"Initial Acquisition and Betterment Costs" – means the cost to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

"Inspecting Engineer", if any - means the State Entity's construction inspector, or its designated consulting engineer.

"Leased/Easement Premises" - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Lessor/Grantor" – means the fee owner/lessor or grantor of the Leased/Easement Premises. This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were

<u>left blank, and any reference to this term in this Agreement shall be ignored and treated as</u> if the reference did not exist.

"Outstanding Balance of the G.O. Grant" – means the portion of the G.O. Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

"Ownership Value", if any – means the value, if any, of the Public Entity's ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity's execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$500,000 or _____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank "Not Applicable" is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. (*The blank "Not Applicable" should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).*

"Project" - means the Public Entity's acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. (If the Public Entity is not using any portion of the G.O. Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)

"Public Entity" - means the entity identified as the "Public Entity" in the lead-in paragraph of this Agreement.

"Real Property" - means the real property located in the County of Saint Louis, State of Minnesota, legally described in **Attachment II** to this Agreement.

"Real Property/Facility Lease" - means a long-term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"State Entity" - means the entity identified as the "State Entity" in the lead-in paragraph of this Agreement.

"Subsequent Betterment Costs" – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

"Use Contract" - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Useful Life of the Real Property and, if applicable, Facility" – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the G.O. Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The G.O. Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the G.O. Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

X	Fee simple ownership of the Real Property.
	A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:
	An easement for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:)
Ov	vnership Interest in, if applicable, the Facility.
	Fee simple ownership of the Facility.
	A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:
	Not applicable because there is no Facility.
o reimburse itself	Use of Grant Proceeds. The Public Entity shall use the G.O. Grant solely for expenditures it has already made, or will make, in the performance of the and may not use the G.O. Grant for any other purpose.
	(Check all appropriate boxes.)
	Acquisition of fee simple title to the Real Property.
	Acquisition of a leasehold interest in the Real Property.
	Acquisition of an easement for the Real Property.
	Improvement of the Real Property.
	Acquisition of fee simple title to the Facility.

Ownership Interest in the Real Property.

	Acquisition of a leasehold interest in the Facility.
X	Construction of the Facility.
	Renovation of the Facility.
	(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along

with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

- Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:
 - A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.
 - B. It has legal authority to use the G.O. Grant for the purpose or purposes described in Recital B of this Agreement.
 - C. It has legal authority to operate the Governmental Program.
 - D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
 - E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.
 - F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation.
 - G. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.
 - H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not

in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

- I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.
- J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.
- L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.
- M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.
- N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.
 - O. It will fully enforce the terms and conditions contained in any Use Contract.
- P. It has complied with the matching funds requirement, if any, contained in Section 7.23.
- Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or

burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

- R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.
- S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.
- T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the G.O. Grant to complete and fully pay for the Project.
- U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.
- V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.
 - X. The Useful Life of the Real Property and, if applicable, Facility is 20 years.
- Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.
- Section 2.06 **Ownership by Leasehold or Easement**. This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is

not needed and <u>should be ignored and treated as if it were left blank, and any reference to this</u>
Section in this Agreement shall be ignored and treated as if the reference did not exist.

- A. A Real Property/Facility Lease or easement must comply with the following provisions.
 - 1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.
 - 2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.
 - 3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.
 - 4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.
 - 5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
 - 6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
 - 7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or Provided, however, the State Entity and the subordinate to the Declaration. Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

- 8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.
- 9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.
- 10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.
- 11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.
- 12. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.
- B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.
- C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the G.O. Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.
- D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.
- Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30

days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

- A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the G.O. Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.
- C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the G.O. Bonding Legislation.
- D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.
- E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.
- F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

- Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.
 - A. The State Entity may refrain from disbursing the G.O. Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

- B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the G.O. Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.
- C. If the Event of Default involves a failure to comply with the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.
- D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

- Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.
- Section 2.10 **Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.
- Section 2.11 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the Governmental Program after such effective date. If

there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 **Modification and/or Early Termination of Grant.** If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the G.O. Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the G.O. Grant shall terminate. In such event, (i) if none of the G.O. Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the G.O. Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the G.O. Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the G.O. Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the G.O. Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

- Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:
 - A. The purpose for which it was entered into must be to operate the Governmental Program in the Real Property and, if applicable, Facility.
 - B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
 - C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.
 - D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the Governmental Program.
 - E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.
 - F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the Governmental Program.

- G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.
- H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.
- I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.
- J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.
- K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
- L. If the amount of the G.O. Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.
- M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if

applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 **Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the Governmental Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 **Reimbursement of Counterparty.** A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 **Receipt of Monies Under a Use Contract.** The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the G.O. Grant and the Approved Debt.

Article IV SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
 - B. The sale is made as authorized by law.
 - C. The sale is for Fair Market Value.
 - D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the Governmental Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

- A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the G.O. Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the G.O. Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.
- B. The remaining portion, after the distribution specified in Section 4.02A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.
- C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the G.O. Grant.

Article V COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property**. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

- Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:
 - A. It will not use the Real Property or, if applicable, Facility, or use or invest the G.O. Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.
 - B. It will deposit into and hold all of the G.O. Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.
 - C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.
 - D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the G.O. Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 **The Advances.** The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the G.O. Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the G.O. Grant. If the amount of G.O. Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the G.O. Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the G.O. Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire G.O. Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the G.O. Bonding Legislation, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances \leq (G.O. Grant) \times (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances \leq (G.O. Grant) \times (percentage of Project completed)

Section 6.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the G.O. Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 **Additional Funds.** If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the G.O. Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 **Conditions Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the G.O. Grant delineated in Section 1.01.
- B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.
- C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.
- F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.
- G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by

law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

- H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.
- I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.
- J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.
- K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.
- L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.
- M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

- N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.
- P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.
- Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted,

maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed

by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Condemnation. If after the Public Entity has acquired the ownership Section 7.02 interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable,

Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, that was paid for with the proceeds of the G.O. Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may to necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may to necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 **Records Keeping and Reporting.** The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles

in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

- Section 7.05 **Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.
- Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.
- Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.
- Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.
- Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.
- Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.
 - A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and

requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

- B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.
- C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.
- D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.
- E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.
- F. If any of the G.O. Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.
- G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project

the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Governmental Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 **Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of

the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of

Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Proctor 100 Pionk Drive Proctor, MN 55810 Attention: City Administrator

To the State Entity at:

State of Minnesota: Department of Employment and Economic Development
First National Bank Building, 332 Minnesota Street, Suite E200
St Paul, MN 55101
Attention: David J. Heyer or his successor

To the Commissioner of MMB at:

State of Minnesota: Department of Management and Budget 400 Centennial Office Bldg. 658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision

hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

- Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.
- Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.
- Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.
- Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.
- Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.
- Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word "NONE".)

None

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public

Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

- A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.
- B. The source of all funds needed to complete the Project broken down among the following categories:
 - (i) State funds including the G.O. Grant, identifying the source and amount of such funds.
 - (ii) Matching funds, identifying the source and amount of such funds.
 - (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
 - (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
 - (v) Other funds, identifying the source and amount of such funds.
- C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and

paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the G.O. Bonding Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

- Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.
- Section 7.26 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.
- Section 7.27 **Public Entity Tasks**. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.
- Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.
- Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.
- Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.
- Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)
The grantee shall satisfactorily complete and submit all reports as required by the State Entity to the State Entity.
[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Proctor Salt Shed Project on the day and date indicated immediately below their respective signatures.

	City of Proptor
	City of Proctor,
	By: Jessica Rich
	Jessica Rich
	Its: City Administrator
	Dated:,
	STATE OF MINNESOTA ENTITY: Minnesota Department of Employment and Economic Development
	By:(WITH DELEGATION AUTHORITY)
	Its: Deputy Commissioner
	Dated:,
	STATE OF MINNESOTA ENTITY: Minnesota Department of Employment and Economic Development-Encumbrance Verification
	By: Robin Culbertson
	Its: MA 2
	Dated:
6	9 SC 218070 PO 3-483654

Attachment I to Grant Agreement

State of Minnesota **General Obligation Bond Financed**

3.1.0

Deed Transfer No delignent toxes and transfer entered This 7 day of 20 1 Donald Disklich, County Auditor

Killinguist. Register of Titles St. Louis County, Klameseda Gentuel alkaren (220/2211) g. 621/23/36 Document No. 896461.0 Afferding Cardinace, study falls 197530.0 Mark & Mouncelli Rogalize of Aless Prog. The Dec. 85 Fig. 277773

CONTRACTOR STATE S DO NOT REMOVE

Conveyance of Forfeited Lands

Issued Pursuaut to Minneson Statutes, Chapter 282.

Deed Tax Dire: __ 384.19 Date: 2/2/11

Commissioner's Boad No. 0205305

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WHEREAS, purpount to Minnesota Statutes section 282.01, subdivision 15, paragraph (to or sundivision 5 or subdivision 5 or and related provisions, the Granco has purchased the real properly discremed be over and

WHEREAS, the Commissioner of Resource has determined that the Greater has fully complied with the cardinate for fact conveyance and is cardinal to an appropriate conveyance or the real property, and,

NOW, THEREFORE, See exhibits consideration and guaraantee to a dilays, the Commissioner of Revision backing on behalf of the State of Minnesota, a sovereign level ("Greathe"), dues hereby convey and quitefulin to City of Process ("Greathe"). "Fall property it St. Learn Chemic State of Minnesota legally described as follows:

OFFY OF PROFESSION WE USED IN LIABLY LOCACRES FOR MIN POWER AND HALF COURT OF WAY SECTS TWO AS REC. S. $182^{-1}\cdot 240 - 6.70$ Sec 15 Twp 49 Rec 15 Subject to describe of report, 185

Check have a " or part of the described real property is Registered (Corners) (1)

ionalitus with all hereotraments and appurtenunces belonging the 200 for recepting and reserving to the said some, in trust of the casing districts concerned, all mineral rights, as provinged by law.

Further, the lander onceyed by this test are not a lightle for entral man in a Strom of Minnesoth funded geogram providing compensation for conservation of congenit bander one bade

This Solver pertifies that the Seller disear or know of any wolls on the described real property.

(a) A well disclosure continuous common is this decomposit.
(b) A well disclosure continuous excompositios this decomposit.
(c) I should be a substitute of the property described in this instrument and I certify that the starts and number of wells a state described real property level of sections the described real property level of sections of the state of Minnesota is issuing this deed for the county and other taxing jurisdictions and in religious multiplications with the state of Minnesota is issuing this deed for the county and other taxing jurisdictions and in religious multiplication stating the above.

BY TAPE OF MINNESONA, DANIEL A. SALOMONE, Commissioner at Revenue

ST's appoint of representative the Commissioner of Revenue

- instrument was approved god bottop are on 28th day at language 2011, by DERROCK HODGIT, on her at of the State.

County of Ramsey

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Elsie M. Hendrickson
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission (1976) 1-31-2013

Sity of Proctor # Nov. 100 Hork Dr Proctor, MK 55810

Section to TER# 277 all

Irro appeared to Elemon General Critical Wilder

Attachment II to Grant Agreement LEGAL DESCRIPTION OF REAL PROPERTY

Real Property 185-0240-00670 Section 16 Township 49 Range 15 NW 1/4 OF NE 1/4 EX 4.06 ACRES FOR MN POWER AND LIGHT CO RT OF WAY

Attachment III -SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Use of Funds

Identify Source of Funds	Amount	Identify Items	Amount
State G.O. Funds		Ownership Acquisition	
G.O. Grant	\$ 500,000	and Other Items Paid for with G.O. Grant Funds	
Other State Funds	\$	Purchase of Ownership Interest	\$
	\$	Other Items of a Capital Nature:	
Subtotal	\$	Construction of Sand Salt Storage Facility	\$_500,000
Year Town			s
Matching Funds		61441	\$
	\$	Subtotal	5
Subtotal	\$	Items Paid for with Non-G.O. Grant Funds	
Other Public Entity Funds	7	Construction of Sand Salt Storage Facility	\$ <u>25,291</u>
City of Proctor	\$_104,085	Pre Design and Design	\$_78,794_
A	\$		\$
Subtotal	604,085	Subtotal	\$ 604,085
Loans		-	
	\$		
	\$		
Subtotal	\$		
Other Funds			
	\$		
	\$		
Subtotal	\$ 604,085	-	
Prepaid Project Expenses		-	
	\$		
TOTAL FUNDS	\$ <u>604,085</u>	TOTAL PROJECT COSTS	\$ 604,085

Attachment IV to Grant Agreement PROJECT COMPLETION SCHEDULE

City of Proctor Sand Salt Facility Project Completion Schedule

- Design November 2021 March 2022
- Permits Secured February June 2022
- Project Bidding June 2022
- Bid Award July 2022
- Construction Started July 2022
- Construction Completion October 2022

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 = 09/06/2022

General Bills

nvoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ADVANTAGE EI	MBLEM			
611738-IN	PATCHES	05/18/2022	1,240.90	100-20-210-2217 Clothing
Total ADV/	ANTAGE EMBLEM:		1,240.90	
MERIC INN				
92,194	AMERICINN HOTEL ROOMS HOGHEAD	08/22/2022	465.56	100-15-115-3000 Professional Services
Total AME	RIC INN :		465.56	
NDERSON, AL	EXANDER			
.30.22	SAFETY BOOTS ALEX	08/30/2022	175.00	100-30-300-2217 Clothing
Total AND	ERSON, ALEXANDER :		175.00	
NIMAL ALLIES	S HUMANE SOCIETY			
3311	STRAY PICK UP SERVICE	08/04/2022	258.00	100-20-210-4408 Boarding Fee
Total ANIM	MAL ALLIES HUMANE SOCIETY :		258.00	
RROWHEAD F	PAINT PRODUCTS, INC			
0073	TRAFFIC MARKING PAINT	07/08/2022	72.00	100-10-130-4400 Repairs & Maintenanc
0139	TRAFFIC MARKING PAINT	08/12/2022		100-10-130-4400 Repairs & Maintenanc
Total ARR	OWHEAD PAINT PRODUCTS, INC:		181.00	
T&T MOBILITY	(
87291128817	FIRSTNET CELL PHONES/ HOTSPOTS	08/10/2022	689.80	100-20-210-3021 Telephone
87291128817	FIRSTNET CELL PHONES/ HOTSPOTS	07/25/2022	730.46	100-20-210-3021 Telephone
Total AT&1	MOBILITY:		1,420.26	
OYSEN, JAY				
8122022	BUILDING OFFICIAL MEETING	08/16/2022	20.00	100-10-180-3035 Training Expense
Total BOY	SEN, JAY:		20.00	
RAY&REED				
933	CITY OF PROCTOR GENERAL	08/19/2022	2,290.00	100-10-160-3004 Legal Fees
934	DEVELOPMENT ISSUES	08/19/2022	210.00	830-80-800-3004 Legal Fees
942	PROSECUTION MATTERS	08/15/2022	2,500.00	100-10-160-3004 Legal Fees
Total BRA	Y&REED:		5,000.00	
ENTURYLINK				
18-628-2630	ALARM SYSTEM - ALMAC LIFT STATION	08/26/2022	87.22	500-50-510-3021 Telephone
.10.22 218-62		08/10/2022		500-50-510-3021 Telephone

Total CEN	ITURYLINK :		238.04	
CINTAS				
125008634	RUGS AND MATS - FIRE HALL	07/12/2022	70.72	100-20-220-3000 Professional Services
125445607	STREET DEPT COVERALLS	07/15/2022	35.00	100-30-300-2217 Clothing
126798569	STREET DEPT COVERALLS	07/29/2022		100-30-300-2217 Clothing
127484682	STREET DEPT COVERALLS	08/05/2022		100-30-300-2217 Clothing
127484682	STREET DEPT SHOP RAGS	08/05/2022		100-30-300-2210 Operating Supplies
127484682	CITY HALL MATS, TOWELS, MOPS	08/05/2022		100-10-130-3000 Professional Services
127716272	RUGS AND MATS - FIRE HALL	08/09/2022		100-20-220-3000 Professional Services
128164934	STREET DEPT COVERALLS	08/12/2022		100-30-300-2217 Clothing
128846378	STREET DEPT COVERALLS	08/19/2022		100-30-300-2217 Clothing
128846378	STREET DEPT COVERALLS	08/19/2022		100-10-120-3000 Professional Services
128846378		08/19/2022		100-10-120-3000 Professional Services
120040370	CITY HALL MATS, TOWELS, MOPS	06/19/2022		100-10-130-3000 Professional Services
Total CINT	TAS :		568.60	
IVIC SYSTEM				
CVC22436	CIVIC SUPPORT AND HOSTING FEES - AP ACH	08/16/2022	146.00	100-10-120-3009 Computer Services
Total CIVI	C SYSTEMS, LLC:		146.00	
OMPUDYNE I	NC			
29315	INSTALL FOR CITY HALL BOILER CONTROL	08/17/2022	500.00	100-10-120-3009 Computer Services
Total COM	MPUDYNE INC:		500.00	
SC COMMUNI	ICATIONS			
222111	NEW OFFICER EQUIPMENT	07/29/2022	43.50	100-20-210-2217 Clothing
222356	CHARGER AND BATTERIES FOR NEW RADIOS	08/18/2022	1,207.50	100-20-220-2240 Small Tools and Equi
Total DSC	COMMUNICATIONS :		1,251.00	
QDS				
8/18/2022	MARKETING SPEEDWAY AND DFA	08/18/2022	1,549.00	100-15-115-3040 Advertising
Total KQD	S:		1,549.00	
AVENDER				
3431	LAVENDER AD SEPTEMBER	08/23/2022	1,779.00	100-15-115-3040 Advertising
Total LAVE	ENDER :		1,779.00	
EAGUE OF MI	NNESOTA CITIES			
8312022	MINNESOTA MAYORS ASSOCIATION	08/31/2022	30.00	100-10-110-4433 Dues & Subscriptions
66592	MEMBERSHIP DUES 2022-2023	08/31/2022	3,689.00	100-10-110-4433 Dues & Subscriptions
Total LEA	GUE OF MINNESOTA CITIES :		3,719.00	
OCKSMITH SE	ERVICES			
2-08121	BROKEN KEY/REPLACEMENT	08/12/2022	70.95	100-20-210-3000 Professional Services
			70.05	
Total LOC	KSMITH SERVICES:		70.95	
	KSMITH SERVICES: OXYGEN COMPANY		70.95	

Invoice Number	Description	Invoice Date Net		GL Account and Title
20246323	MEDICAL OXYGEN D - FIRE DEPT	08/22/2022	157.01	100-20-250-2210 Operating Supplies
Total MINN	NEAPOLIS OXYGEN COMPANY :		242.85	
MINNESOTA EN	IERGY RESOURCES			
0502214174-0	052214174-00001 GAS BILL STREET GARAGE	08/12/2022	74.47	100-30-300-3080 Utilities
0503508588-0	CITY OF PROCTOR GAS SERVICE	08/12/2022	19.42	100-10-130-3080 Utilities
0504812808-0	GAS UTILITIES - FIRE DEPT	08/18/2022	397.91	100-20-220-3080 Utilities
Total MINN	NESOTA ENERGY RESOURCES :		491.80	
NAPA AUTO PA	RTS OF W. DULUTH			
880091	LOW BEAM LIGHT E1	08/26/2022	14.59	100-20-220-2220 Supplies - Repair & M
Total NAP/	A AUTO PARTS OF W. DULUTH :		14.59	
NORTHLAND C	ONSTRUCTORS OF DUL			
20480	ASPHALT FOR POTHOLES	06/10/2022	103.18	100-30-300-2224 Street Maintenance M
20522	ASPHALT FOR POTHOLES	06/30/2022	101.17	100-30-300-2224 Street Maintenance M
20543	ASPHALT FOR POTHOLES	07/08/2022	113.90	100-30-300-2224 Street Maintenance M
Total NOR	THLAND CONSTRUCTORS OF DUL:		318.25	
PROCTOR BUIL	DERS			
254745	TOILET PARTS	07/26/2022	467.50	100-10-130-4400 Repairs & Maintenanc
254892	STREET MISC	08/01/2022	19.50	100-30-300-2210 Operating Supplies
255311	TOILET PAPER	08/18/2022	15.58	100-20-250-2210 Operating Supplies
255518	STREET MISC	08/25/2022	157.12	100-30-300-2210 Operating Supplies
255634	LOCKS FOR ALMAC LIFT STATION	08/29/2022	24.99	500-50-510-2220 Supplies - Repair & M
< 54875	TOILET PARTS	08/01/2022	3.79	100-10-130-4400 Repairs & Maintenanc
Total PRO	CTOR BUILDERS :		688.48	
PROCTOR JOU	RNAL			
1097	WARNING TAGS	08/12/2022	56.25	100-20-210-2205 Office Supplies
36439	NOTICE OF ASSESSMENT HEARING	08/25/2022	55.14	100-10-110-4433 Dues & Subscriptions
36440	NOTICE OF PUBLIC HEARING -2ND ST	08/22/2022	119.48	100-10-110-3052 General Notices & Pub
86490	LABOR DAY CLOSING NOTIFICATION	08/31/2022	12.90	100-10-110-4433 Dues & Subscriptions
Total PRO	CTOR JOURNAL :		243.77	
QUADIENT 07192022	POSTAGE	07/19/2022	50.37	100-10-120-3022 Postage
Total QUA	DIENT :		50.37	
OUALITY CARA	ACE DOOD SERVICE I			
2354	AGE DOOR SERVICE, L NEW GARAGE DOOR OPENERS ON DOORS 1 2 3 4	08/11/2022	6,948.47	100-20-220-4400 Repairs & Maintenanc
Total QUA	LITY GARAGE DOOR SERVICE, L:		6,948.47	
RICK S STUMP	REMOVAL			
5788	TREE REMOVAL 8TH AV AND 5TH ST	08/25/2022	2,270.00	100-30-300-3015 Contractor

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title	
SAWTOOTH AR	BOR SUPPLY & TREE CARE				
843	9301 WESTGATE LAND CLEARING	08/31/2022	1,845.00	830-80-800-3000 Professional Services	
Total SAW	TOOTH ARBOR SUPPLY & TREE CARE:		1,845.00		
SEH					
431732	161800 2ND STREET RECONSTRUCTION - FEASIBILITY STUDY	08/17/2022	19,786.66	300-30-330-3003 Engineering Fees	
431733	166073 2022-2024 CITY ENGINEERING	08/16/2022	3,809.94	100-10-110-3003 Engineering Fees	
431733	166073 MS4	08/16/2022	3,177.78	300-30-330-3003 Engineering Fees	
431733	166073 SAND & SALT SHED	08/16/2022	10,740.68	300-30-330-3003 Engineering Fees	
Total SEH	:		37,515.06		
SHRED N GO IN	ıc				
138917	SHREDDING SERVICES	08/12/2022	114.08	100-10-120-3000 Professional Services	
139397	SHREDDING SERVICES	08/26/2022	114.08	100-10-120-3000 Professional Services	
Total SHRI	ED N GO INC :		228.16		
iotai Oi ii\i					
STREICHER S 1585998	NEW HIRE UNIFORM - LEMASTERS	08/23/2022	1 782 00	100-20-210-2217 Clothing	
		0012012022	1,702.00	Lo Lo Lio LLIT Globining	
Total STRE	EICHER S:		1,782.00		
SWENSON, DAV	VID X. PH.D				
08072022	POLICE OFFICER EVALUATION	07/25/2022	400.00	100-20-210-3005 Medical & Dental Fee	
Total SWE	NSON, DAVID X. PH.D:		400.00		
THOMSON REU	ITERS-WEST				
846797856	CLEAR THOMSON REUTERS	08/01/2022	126.45	100-20-210-4433 Dues & Subscriptions	
Total THO	MSON REUTERS-WEST :		126.45		
TWIN PORTS PA	APER & SUPPLY, INC				
530968	GARBAGE LINERS	08/26/2022	161.28	100-10-130-2211 Cleaning Supplies	
Total TWIN	N PORTS PAPER & SUPPLY, INC:		161.28		
HE DANK VOVA	CER				
US BANK VOYA 869217786223	FUEL	08/08/2022	822.48	100-20-210-2212 Fuels & Lubricants	
Total LIC D	ANK VOYAGER:		822.48		
iolai US B	ANI VOIAGEN.		022.40		
VC3, INC.	IT SUPPORT	00/00/0000	07.50	100 20 210 2000	
CW73138	IT SUPPORT	03/28/2022		100-20-210-3009 Computer Services	
CW73732	IT SUPPORT	04/01/2022	357.50	100-20-210-3009 Computer Services	
CW73915	IT SERVICES	04/27/2022	306.25	100-20-210-3009 Computer Services	
CW73955	IT SUPPORT	04/27/2022		'	
CW74004	IT SUPPORT	04/30/2022	393.76	100-20-210-3009 Computer Services	
CW74539	IT SERVICES	05/02/2022	357.50	·	
CW75442	IT SUPPORT	06/28/2022		100-20-210-3009 Computer Services	
CW75558	IT SUPPORT	06/30/2022	131.25	100-20-210-3009 Computer Services	
	IT SUPPORT	06/30/2022	43.75	100-20-210-3009 Computer Services	
CW75905		07/00/2022	330.00	100-20-210-3009 Computer Services	
CW75905 cw76146	IT SERVICES	07/08/2022	330.00	100 20 210 0000 Computer Corvideo	
	IT SERVICES IT SUPPORT	07/25/2022		100-20-210-3009 Computer Services	

	Description	Invoice Date	Net Invoice Amount	GL ACC	ount and Title
Total VC3	3, INC.:		2,291.39		
VIKING INDUS	TRIAL CENTER				
3245254	SAFETY GLASSES CLEANER	07/11/2022	15.84	100-30-300-2210	Operating Supplies
3247727	SAND BAGS, ZIPTIES, HOGHEAD	08/15/2022	155.07	100-30-300-2210	Operating Supplies
Total VIK	ING INDUSTRIAL CENTER :		170.91		
W.L.S.S.D.					
083122PRO1	WASTEWATER CHARGES	08/31/2022	28,485.00	500-50-510-3085	Sewer - WLSSD Billin
083122PRO1	2021 ADJUSTMENT	08/31/2022	1,903.00-	500-50-510-3085	Sewer - WLSSD Billin
CAF QTR 2	2ND QUARTER CAF FEES	08/26/2022	902.40	500-50-510-3085	Sewer - WLSSD Billin
Total W.L	.S.S.D. :		27,484.40		
WIPFLI					
2090420	FINAL BILLING ON AUDIT 2021	08/11/2022	9,900.00	100-10-110-3001	Auditing & Accounting
2090843	AUDIT	08/12/2022	3,500.00	100-20-220-3001	Auditing & Accounting
Total WIF	PFLI :		13,400.00		
WS DARLEY 8	CO				
17444507	10' AND 6' NEW YORK HOOKS	09/02/2021	905.06	100-20-220-2240	Small Tools and Equip
17460601	ELITE CRASH BAG KIT	04/08/2022	1,286.83		Small Tools and Equip
17461086	RESCUE ROPE BAG	04/14/2022			Small Tools and Equip
17461262	RESCUE ROPE	03/31/2022	256.63	100-20-220-2240	Small Tools and Equip
Total WS	DARLEY & CO:		2,475.47		
Grand To			118,553.49		

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 = 09/06/2022

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Account description = "City Checking"

Check Issue Date	Check Number	Payee	Amount
09/06/2022	41681	ADVANTAGE EMBLEM	1,240.90
09/06/2022		AMERIC INN	465.56
09/06/2022		ANDERSON, ALEXANDER	175.00
09/06/2022		ANIMAL ALLIES HUMANE SOCIETY	258.00
09/06/2022		ARROWHEAD PAINT PRODUCTS, INC	181.00
09/06/2022		ARTISAN BEER COMPANY	298.10
09/06/2022		AT&T MOBILITY	1,420.26
09/06/2022		BERNICK S PEPSI	5,586.10
09/06/2022		BOYSEN, JAY	20.00
09/06/2022		BRAY&REED	5,000.00
09/06/2022		BREAKTHRU BEVERAGE	1,288.26
09/06/2022		CENTURYLINK	238.04
09/06/2022		CINTAS	568.60
09/06/2022		CIVIC SYSTEMS, LLC	146.00
09/06/2022		DSC COMMUNICATIONS	1,251.00
09/06/2022		INTEGRIS	500.00
09/06/2022		JOHNSON BROTHERS INC	2,158.66
09/06/2022		JOHNSON CONTROLS	479.75
09/06/2022		KQDS	1,549.00
09/06/2022		LAKESHORE ICE	206.60
09/06/2022		LAVENDER	1,779.00
09/06/2022		LEAGUE OF MINNESOTA CITIES	3,719.00
09/06/2022		LOCKSMITH SERVICES	70.95
09/06/2022		MEDIACOM	181.48
09/06/2022		MICHAUD DISTRIBUTING COMPANY	632.40
09/06/2022		MINNEAPOLIS OXYGEN COMPANY	242.85
09/06/2022		MINNESOTA ENERGY RESOURCES	511.22
09/06/2022		NAPA AUTO PARTS OF W. DULUTH	14.59
09/06/2022		NORTHLAND CONSTRUCTORS OF DUL	318.25
09/06/2022		PHILLIPS WINE & SPIRITS CO.	1,967.97
09/06/2022		PROCTOR BUILDERS	710.48
09/06/2022		PROCTOR JOURNAL	243.77
09/06/2022		QUADIENT	50.37
09/06/2022		QUALITY GARAGE DOOR SERVICE, L	6,948.47
09/06/2022		RED BULL	298.35
09/06/2022		RICK S STUMP REMOVAL	2,270.00
09/06/2022		SAWTOOTH ARBOR SUPPLY & TREE CARE	1,845.00
09/06/2022	41717		37,515.06
09/06/2022		SHRED N GO INC	228.16
09/06/2022		SOUTHERN WINE & SPIRITS	1,091.75
09/06/2022		STREICHER S	1,782.00
		SUPERIOR BEVERAGE (MN)	
09/06/2022 09/06/2022		SWENSON, DAVID X. PH.D	5,560.80
		•	400.00 136.45
09/06/2022		THOMSON REUTERS-WEST	126.45
09/06/2022		TWIN PORTS PAPER & SUPPLY, INC	161.28
09/06/2022		URSA MINOR BREWING	272.16
09/06/2022		US BANK VOYAGER	822.48
09/06/2022	41/28	VC3, INC	445.00

Check Issue Date	Check Number	Payee	Amount
09/06/2022	41729	VC3, INC.	1,846.39
09/06/2022	41730	VIKING INDUSTRIAL CENTER	170.91
09/06/2022	41731	W.L.S.S.D.	27,484.40
09/06/2022	41732	WIPFLI	13,400.00
09/06/2022	41733	WS DARLEY & CO	2,475.47
Grand Totals:			138,617.29

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-00-000-2020	.00	55,150.65-	55,150.65-
100-10-110-3001	9,900.00	.00	9,900.00
100-10-110-3003	3,809.94	.00	3,809.94
100-10-110-3052	119.48	.00	119.48
100-10-110-4433	3,787.04	.00	3,787.04
100-10-120-3000	240.86	.00	240.86
100-10-120-3009	646.00	.00	646.00
100-10-120-3022	50.37	.00	50.37
100-10-130-2211	161.28	.00	161.28
100-10-130-3000	282.62	.00	282.62
100-10-130-3080	19.42	.00	19.42
100-10-130-4400	652.29	.00	652.29
100-10-160-3004	4,790.00	.00	4,790.00
100-10-180-3035	20.00	.00	20.00
100-15-115-3000	465.56	.00	465.56
100-15-115-3040	3,328.00	.00	3,328.00
100-20-210-2205	56.25	.00	56.25
100-20-210-2212	822.48	.00	822.48
100-20-210-2217	3,066.40	.00	3,066.40
100-20-210-3000	70.95	.00	70.95
100-20-210-3005	400.00	.00	400.00
100-20-210-3009	2,291.39	.00	2,291.39
100-20-210-3021	1,420.26	.00	1,420.26
100-20-210-4408	258.00	.00	258.00
100-20-210-4433	126.45	.00	126.45
100-20-220-2220	14.59	.00	14.59
100-20-220-2240	3,682.97	.00	3,682.97
100-20-220-3000	146.38	.00	146.38
100-20-220-3001	3,500.00	.00	3,500.00
100-20-220-3021	104.71	.00	104.71
100-20-220-3080	397.91	.00	397.91
100-20-220-4400	6,948.47	.00	6,948.47
100-20-250-2210	258.43	.00	258.43
100-30-300-2210	360.23	.00	360.23
100-30-300-2217	289.20	.00	289.20
100-30-300-2224	318.25	.00	318.25
100-30-300-3015	2,270.00	.00	2,270.00
100-30-300-3080	74.47	.00	74.47
300-00-000-2020	.00	33,705.12-	33,705.12-

GL Acc	count	Debit	Credit	Proof
	300-30-330-3003	33,705.12	.00	33,705.12
	500-00-000-2020	1,903.00	29,545.72-	27,642.72-
	500-50-510-2220	24.99	.00	24.99
	500-50-510-3021	133.33	.00	133.33
	500-50-510-3085	29,387.40	1,903.00-	27,484.40
	600-00-000-2020	1,196.41	21,260.21-	20,063.80-
	600-60-600-2210	22.00	.00	22.00
	600-60-600-2251	7,028.47	1,131.02-	5,897.45
	600-60-600-2252	12,341.41	52.44-	12,288.97
	600-60-600-2253	403.67	.00	403.67
	600-60-600-2254	408.89	.00	408.89
	600-60-600-2258	206.60	.00	206.60
	600-60-600-3009	181.48	.00	181.48
	600-60-600-3033	168.52	12.95-	155.57
	600-60-600-3080	19.42	.00	19.42
	600-60-600-4400	479.75	.00	479.75
	830-00-000-2020	.00	2,055.00-	2,055.00-
	830-80-800-3000	1,845.00	.00	1,845.00
	830-80-800-3004	210.00	.00	210.00
Grand Totals:	_	144,816.11	144,816.11-	.00

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Account description = "City Checking"

Page: 1 Sep 01, 2022 02:31PM

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 = 09/06/2022

Liquor Bills

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title	
ARTISAN BEER	COMPANY				
3556338	BEER	08/26/2022	298.10	600-60-600-2252 Beer Purchases	
Total ARTISAN BEER COMPANY:			298.10		
BERNICK S PER	PSI				
846660	SODA	08/24/2022	49.59	600-60-600-2254 Soft Drinks & Mix	
846661	BEER	08/24/2022	52.44-	600-60-600-2252 Beer Purchases	
846662	BEER	08/24/2022	5,588.95	600-60-600-2252 Beer Purchases	
Total BERI	NICK S PEPSI :		5,586.10		
BREAKTHRU B	EVERAGE				
345325659	SERVICE FEE	08/17/2022	12.33	600-60-600-3033 Freight & Express	
345325659	LIQUOR	08/17/2022	591.49	600-60-600-2251 Liquor Purchases	
345412197	LIQUOR	08/25/2022	1,809.76	600-60-600-2251 Liquor Purchases	
345412197	SERVICE FEE	08/25/2022	18.65	600-60-600-3033 Freight & Express	
410030287	LIQUOR	08/17/2022	712.24-	600-60-600-2251 Liquor Purchases	
410030287	SERVICE FEE	08/17/2022	9.25-	600-60-600-3033 Freight & Express	
410069209	LIQUOR	08/30/2022	418.78-	600-60-600-2251 Liquor Purchases	
410069209	SERVICE FEE	08/30/2022	3.70-	600-60-600-3033 Freight & Express	
Total BRE	AKTHRU BEVERAGE:		1,288.26		
JOHNSON BRO	THERS INC				
2121611	DELIVERY CHARGE	08/24/2022	23.81	600-60-600-3033 Freight & Express	
2121611	LIQUOR	08/24/2022	1,225.48	600-60-600-2251 Liquor Purchases	
2121612	DELIVERY CHARGE	08/24/2022	10.50	600-60-600-3033 Freight & Express	
2121612	WINE	08/24/2022	285.67	600-60-600-2253 Wine Purchases	
2123993	DELIVERY CHARGE	08/26/2022	21.00	600-60-600-3033 Freight & Express	
2123993	LIQUOR	08/26/2022	470.00	600-60-600-2251 Liquor Purchases	
2123994	DELIVERY CHARGE	08/26/2022	4.20	600-60-600-3033 Freight & Express	
2123994	WINE	08/26/2022	118.00	600-60-600-2253 Wine Purchases	
Total JOH	NSON BROTHERS INC :		2,158.66		
JOHNSON CON	TROLS				
1-1208166571	EVAPORATOR DRAIN ALTERATION SERVICE	08/29/2022	479.75	600-60-600-4400 Repairs & Maintenanc	
Total JOH	NSON CONTROLS :		479.75		
LAKESHORE IC	E				
04-203142	ICE	08/26/2022	107.80	600-60-600-2258 Misc Merchandise	
04-203154	ICE	08/29/2022	98.80	600-60-600-2258 Misc Merchandise	
Total LAKESHORE ICE:			206.60		
MEDIACOM					
072622	TELEPHONE & INTERNET	07/26/2022	181.48	600-60-600-3009 Computer Services	

nvoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MED	DIACOM:		181.48	
	RIBUTING COMPANY			
70016 70016	BEER FUEL SURCHARGE	08/29/2022 08/29/2022		600-60-600-2252 Beer Purchases 600-60-600-3033 Freight & Express
Total MICI	HAUD DISTRIBUTING COMPANY :		632.40	
MINNESOTA EN	NERGY RESOURCES			
502591202-0	0502591202-00001 MOUNTAIN SPIRITS GAS SERVICE	08/10/2022	19.42	600-60-600-3080 Utilities
Total MINI	NESOTA ENERGY RESOURCES :		19.42	
HILLIPS WINE	E & SPIRITS CO.			
450869	DELIVERY	08/24/2022	27.03	600-60-600-3033 Freight & Express
450869	LIQUOR	08/24/2022	1,197.65	600-60-600-2251 Liquor Purchases
450870	DELIVERY	08/24/2022	14.69	600-60-600-3033 Freight & Express
450870	LIQUOR	08/24/2022		600-60-600-2251 Liquor Purchases
450871	DELIVERY	08/24/2022	4.20	600-60-600-3033 Freight & Express
450871	MIX	08/24/2022	60.95	600-60-600-2254 Soft Drinks & Mix
452833	DELIVERY	08/26/2022	4.20	600-60-600-3033 Freight & Express
152833	LIQUOR	08/26/2022	380.00	600-60-600-2251 Liquor Purchases
Total PHIL	LLIPS WINE & SPIRITS CO. :		1,967.97	
ROCTOR BUIL	LDERS			
55285	SHIRTS FOR MT SPIRITS EMPLOYEES	08/17/2022	22.00	600-60-600-2210 Operating Supplies
Total PRO	OCTOR BUILDERS :		22.00	
ED BULL				
001140645	RED BULL	08/29/2022	298.35	600-60-600-2254 Soft Drinks & Mix
Total RED	BULL :		298.35	
	NE & SPIRITS			
251957	DELIVERY	08/26/2022		600-60-600-3033 Freight & Express
251957	LIQUOR	08/26/2022	1,074.84	600-60-600-2251 Liquor Purchases
Total SOU	JTHERN WINE & SPIRITS:		1,091.75	
	VERAGE (MN)			
0025438	FREIGHT	08/26/2022		600-60-600-3033 Freight & Express
0025438	BEER	08/26/2022	•	600-60-600-2252 Beer Purchases
0025590	BEER	08/30/2022		600-60-600-2252 Beer Purchases
0025590	FREIGHT	08/30/2022	4.00	600-60-600-3033 Freight & Express
Total SUP	PERIOR BEVERAGE (MN) :		5,560.80	
RSA MINOR E				
-2602	BEER	08/25/2022	272.16	600-60-600-2252 Beer Purchases
Total URS	SA MINOR BREWING:		272.16	
Grand Tot	tals:		20,063.80	
Jiana 100			20,000.00	

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

[Report].Date Paid = 08/29/2022

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title	
ADT SECURITY	SERVICES				
8-13-22	ADT SECURITY MONITORING	08/13/2022	73.32	600-60-600-4443 Security Systems	
Total ADT	SECURITY SERVICES:		73.32		
AMERICAN BO	TTLING COMPANY				
3313812976	SODA	08/22/2022	128.20	600-60-600-2254 Soft Drinks & Mix	
Total AME	RICAN BOTTLING COMPANY :		128.20		
ARTISAN BEER	COMPANY				
3554996	BEER	08/19/2022	253.75	600-60-600-2252 Beer Purchases	
Total ARTI	SAN BEER COMPANY:		253.75		
BERNICK S PE	PSI				
845651	SODA	08/17/2022	16.53	600-60-600-2254 Soft Drinks & Mix	
845652	BEER	08/17/2022	4,927.20	600-60-600-2252 Beer Purchases	
Total BER	NICK S PEPSI :		4,943.73		
CINTAS					
4128712350	MATS	08/18/2022	175.63	600-60-600-2210 Operating Supplies	
Total CINT	TAS :		175.63		
COCA COLA BO	OTTLING CO				
2918172	SODA	08/16/2022	260.15	600-60-600-2254 Soft Drinks & Mix	
Total COC	A COLA BOTTLING CO :		260.15		
DAHLHEIMER E	BEVERAGE				
1635605	BEER	08/15/2022	104.55	600-60-600-2252 Beer Purchases	
Total DAH	LHEIMER BEVERAGE:		104.55		
JOHNSON BRO	OTHERS INC				
2114299	DELIVERY CHARGE	08/22/2022		600-60-600-3033 Freight & Express	
2114299	LIQUOR	08/22/2022		600-60-600-2251 Liquor Purchases	
2114300	DELIVERY CHARGE	08/12/2022		600-60-600-3033 Freight & Express	
2114300	WINE	08/12/2022		600-60-600-2253 Wine Purchases	
2116790	DELIVERY CHARGE	08/17/2022		600-60-600-3033 Freight & Express	
2116790	LIQUOR	08/17/2022		600-60-600-2251 Liquor Purchases	
2116791 2116791	DELIVERY CHARGE WINE	08/17/2022 08/17/2022		600-60-600-3033 Freight & Express 600-60-600-2253 Wine Purchases	
	NSON BROTHERS INC :		2,911.29		
LAKESHORE IO 04-203115	CE ICE	08/19/2022	78 60	600-60-600-2258 Misc Merchandise	
J 1-200110	102	00/13/2022	70.00	330 50-500-2250 Misc Merchandise	

nvoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
4-203124	ICE	08/22/2022	102.08	600-60-600-2258 Misc Merchandise
Total LAKE	ESHORE ICE:		180.68	
ICHAUD DIST	RIBUTING COMPANY			
69625	FUEL SURCHARGE	08/15/2022	3.00	600-60-600-3033 Freight & Express
69625	BEER	08/15/2022	1,192.90	600-60-600-2252 Beer Purchases
89855	FUEL SURCHARGE	08/23/2022	3.00	600-60-600-3033 Freight & Express
9855	BEER	08/23/2022	621.20	600-60-600-2252 Beer Purchases
Total MICH	HAUD DISTRIBUTING COMPANY :		1,820.10	
OSE LAKE E	BREWING			
-025	BEER	08/18/2022	102.00	600-60-600-2252 Beer Purchases
Total MOO	SE LAKE BREWING :		102.00	
HILLIPS WINE	& SPIRITS CO.			
45218	DELIVERY	08/12/2022	12.61	600-60-600-3033 Freight & Express
45218	LIQUOR	08/12/2022		600-60-600-2251 Liquor Purchases
47083	DELIVERY	08/17/2022	11.03	600-60-600-3033 Freight & Express
47083	LIQUOR	08/17/2022	588.93	600-60-600-2251 Liquor Purchases
47084	DELIVERY CHARGE	08/17/2022	4.20	600-60-600-3033 Freight & Express
47084	LIQUOR	08/17/2022	140.25	600-60-600-2251 Liquor Purchases
Total PHIL	LIPS WINE & SPIRITS CO. :		1,572.22	
OCTOR JOU	RNAL			
429	HOGHEAD AD	08/18/2022	81.80	600-60-600-3040 Advertising
471	NEWS STAND SALES	08/25/2022	8.89	600-60-600-2258 Misc Merchandise
Total PRO	CTOR JOURNAL :		90.69	
OUTHERN WIN	NE & SPIRITS			
45945	DELIVERY	08/12/2022	55.77	600-60-600-3033 Freight & Express
45945	LIQUOR	08/12/2022		600-60-600-2251 Liquor Purchases
48821	DELIVERY	08/19/2022		600-60-600-3033 Freight & Express
48821	LIQUOR	08/19/2022	1,811.47	600-60-600-2251 Liquor Purchases
Total SOU	THERN WINE & SPIRITS:		4,774.85	
	/ERAGE (MN)			
60193	BEER	08/23/2022		600-60-600-2252 Beer Purchases
024617	BEER	08/12/2022	•	600-60-600-2252 Beer Purchases
024617	FREIGHT	08/12/2022		600-60-600-3033 Freight & Express
024727	BEER	08/16/2022		600-60-600-2252 Beer Purchases
024727	FREIGHT	08/16/2022		600-60-600-3033 Freight & Express 600-60-600-2252 Beer Purchases
025037 025037	BEER FREIGHT	08/19/2022 08/19/2022	*	
025037	BEER	08/23/2022	1,964.40	600-60-600-3033 Freight & Express 600-60-600-2252 Beer Purchases
025167 025167	FREIGHT	08/23/2022	•	600-60-600-3033 Freight & Express
Total SUP	ERIOR BEVERAGE (MN) :		7,708.40	
Grand Tota	als:		25,099.56	

City of Proctor

Check Register - City Checking Check Issue Dates: 8/29/2022 - 8/29/2022

Page: 1 Aug 25, 2022 11:03AM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Account description = "City Checking"

Check Issue Date	Check Number	Payee	Amount
08/29/2022	41657	ADT SECURITY SERVICES	73.32
08/29/2022	41658	AMERICAN BOTTLING COMPANY	128.20
08/29/2022	41659	ARTISAN BEER COMPANY	253.75
08/29/2022	41660	BERNICK S PEPSI	4,943.73
08/29/2022	41661	CINTAS	175.63
08/29/2022	41662	COCA COLA BOTTLING CO	260.15
08/29/2022	41663	DAHLHEIMER BEVERAGE	104.55
08/29/2022	41664	JOHNSON BROTHERS INC	2,911.29
08/29/2022	41665	LAKESHORE ICE	180.68
08/29/2022	41666	MICHAUD DISTRIBUTING COMPANY	1,820.10
08/29/2022	41667	MOOSE LAKE BREWING	102.00
08/29/2022	41668	PHILLIPS WINE & SPIRITS CO.	1,572.22
08/29/2022	41669	PROCTOR JOURNAL	90.69
08/29/2022	41670	SOUTHERN WINE & SPIRITS	4,774.85
08/29/2022	41671	SUPERIOR BEVERAGE (MN)	7,708.40
Grand Totals:			25,099.56

Summary by General Ledger Account Number

GL Acco	GL Account		Credit	Proof	
	600-00-000-2020	35.30	25,134.86-	25,099.56-	
	600-60-600-2210	175.63	.00	175.63	
	600-60-600-2251	8,240.67	.00	8,240.67	
	600-60-600-2252	14,929.30	35.30-	14,894.00	
	600-60-600-2253	816.20	.00	816.20	
	600-60-600-2254	404.88	.00	404.88	
	600-60-600-2258	189.57	.00	189.57	
	600-60-600-3033	223.49	.00	223.49	
	600-60-600-3040	81.80	.00	81.80	
	600-60-600-4443	73.32	.00	73.32	
Grand Totals:	_	25,170.16	25,170.16-	.00	