Proctor's Vision

Proctor, rich with railroad heritage, values above all, its people and their environment. Working together is our pathway to a safe, secure and progressive community

Slogan: "You Have A Place In Proctor"

AGENDA PROCTOR CITY COUNCIL MEETING Monday, December 5th, 2022 6:00 pm

Council Chambers - Community Activity Center - 100 Pionk Drive

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
OTHERS PRESENT

APPROVAL OF MINUTES City Council Meeting minutes from Monday, November 21st, 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. November 2022 Pension Division Newsletter
- B. WLSSD Public Hearing Information

*2. COMMITTEE REPORTS

- A. SEH Minutes November 16th, 2022
- **B.** Payroll Reports
- C. PUC Minutes October 10th, 2022

3.CLERK ADVISES COUNCIL

4. UNFINISHED BUSINESS

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

5. NEW BUSINESS

- A. Truth in Taxation
- B. Resolution 45-22 Gambling Permit
- C. Liquor Control Committee Recommendation 2023 Liquor Licenses
- **D. Liquor Store Hiring Recommendation**
- E. 2022 Fund Transfers
- F. Legislative Agenda
- G. Resolution 46-22 Designate Polling Place

H. Johnson Controls PSA 2022-2023 Renewal I. Locator Grant Award and Contract

MFM	RFR	CON	CERNS
	DEIN	-	CLINIO

Benson:

DeWall:

Johnson:

Rohweder:

Ward:

Attorney Bray:

BILLS FOR APPROVAL

General: \$52,732.76 Liquor: \$25,845.32

TOTAL BILLS FOR APPROVAL: \$78,578.08

ADJOURNMENT

MINUTES OF THE PROCTOR CITY COUNCIL MEETING NOVEMBER 21st, 2022

Meeting was streamed live on the Trac 7 YouTube channel

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

Pledge of Allegiance

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

OTHERS PRESENT: City Attorney John Bray via telephone, City Administrator Rich, Administrative Assistant Megan Jordan, Hunter Kiefat, Finance Director Leslie Brunfelt

M/S/P: Rohweder/Johnson to approve the minutes from Monday, November 7th, 2022.

M/S/P: Ward/DeWall to approve the agenda for November 21st, 2022, removing item 5A:

Resolution 43-22 Canvassing Election Results.

Citizens addressing the council via in person or by calling in:

NONE

M/S/P: Johnson/Ward to approve the consent agenda for November 21st, 2022.

3. Clerk Advises Council, Administrator Rich:

A. FEMA National Flood Insurance Program

The City of Proctor has received notification from FEMA will be updating the proposed flood plain maps. Administrator Rich presents the proposed map updates, along with the importance of confirming substantial changes as these updates are currently updated every 40 years.

B. 2023 Budget

Administrator Rich states the truth and taxation meeting will be held at the December 5th, 2022 meeting, noting the budget can be approved at this meeting or the second meeting in December. Brunfelt asks for clarification of the desired percentages to be at the truth and taxation meeting. Mayor Ward asks to see examples of varying increases, with Brunfelt stating she can present 5.1, 6, and 7% increases for next year.

C. Boiler Claim

The forensic report has been received on the electric boiler; the cause of the fire was not due to lack of maintenance and was determined to be due to an electrical arc in the furnace, the city has received \$25,000.00 in response to the claim.

D. 2nd St Design Update – Informational meeting will be held on December 8th, 2022 from 5:00-6:30 pm for public attendance.

E. Playground for EveryBody

The Read Foundation has committed to pledge up to \$15,678.00 towards the funding gap for the playground project, with the funds coming from their Read by Candlelight fundraiser.

F. Cirrus Housing Support Informational Summit

Attended with other community leaders addressing shortage of housing opportunities for company growth and development. Administrator Rich will attended additional meetings, and provide informational updates.

4. UNFINISHED BUSINESS

Proctor City Council November 21st, 2022

5. NEW BUSINESS

M/S/P: Rohweder/Benson to approve resolution 44-22 as submitted issuing a gambling permit to the Lake Superior Chapter, Muskies Inc to conduct a raffle on March 11th, 2023 at the Proctor Moose.

M/S/P: Ward/DeWall to approve pay estimate 4 for the sand/salt shed as submitted in the amount of \$34,503.82.

M/S/P: Rohweder/Johnson to approve change order 4, asphalt increase in the amount of \$4,375.00

M/S/P: Ward/Johnson to approve change order 5 in the amount of \$8,300.00 to cover inflation, labor, and trucking costs.

M/S/P: Rohweder/DeWall to suspend the regular city council meeting at 6:24 pm and open a closed session pursuant to §13D.06 Subd. 1(b) for economic development data and attorney client privilege.

M/S/P: Johnson/Ward to resume the regular city council meeting at 6:56 pm.

MEMBER CONCERNS

Benson: Extends congratulations to elected councilors and Mayor Ward, extends Thanksgiving wishes to everyone.

DeWall: Congratulation wishes to elected councilors and Mayor Ward, extends a Happy Thanksgiving to all and city staff.

Johnson: None

Rohweder: None

Mayor Ward: Mayor for a Day essay contest deadline December 12th, attended the Men of ACT bingo event and won, Truth and Taxation meeting reminder for December 5th, 2022. Extends congratulation wishes to those elected and Happy Thanksgiving.

Attorney Bray: Happy Thanksgiving

Administrator Rich: None

BILLS FOR APPROVAL

General: \$109,698.27 Liquor: \$33,463.88

TOTAL BILLS FOR APPROVAL: \$143,162.15

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

M/S/P: DeWall/Ward to adjourn the regular council meeting at 7:02 pm.

Chad Ward

Jess Rich

Mayor

City Administrator



Pension Division Newsletter

November 2022

Inside this issue:

Supplemental Benefit Reimbursements

Fire Department Grants

Multiple Signatures on Checks

Pension Division Staff

*1A

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Working Group Update

The Volunteer Fire Relief Association Working Group convened by the Office of the State Auditor (OSA) met on November 10. The Working Group members discussed the audit threshold for relief associations. Currently, an annual audit is required after a relief association exceeds \$500,000 in either special fund assets or liabilities. The Working Group members approved moving forward with drafting a proposal to increase the audit threshold to \$750,000.

The Working Group also discussed adding definitions of "volunteer," "paid on-call," "part-time," and "full-time/career" firefighter to the relief association pension statutes. Characteristics of these firefighter categories were reviewed for purposes of drafting definitions, which will be reviewed by the Working Group during a future meeting.

Upcoming Working Group meetings are scheduled for **December 7**, and **December 14**. Meeting agendas and information are available on the Working Group page of the <u>OSA website</u>. Meetings are live-streamed on the OSA's <u>YouTube channel</u>, and recordings are available on the <u>OSA website</u> following each meeting.

State Aid and Forfeiture Deadline

The OSA is pleased to announce that 95 relief associations and other reporting entities met all reporting requirements to be certified to the Department of Revenue as eligible for receipt of their 2022 fire state aid and supplemental state aid in the second round of aid payments. State aid was disbursed on or about November 15 for those plans that met the reporting requirements.

In total, about 80 percent of relief associations have now been certified as eligible for their 2022 state aid. A listing from the DOR of the 2022 fire state aid and supplemental state aid amounts can be found on the OSA website.

Minnesota law requires forfeiture of fire state aid for relief associations that do not submit all required reporting information to the OSA by **November 30, 2022**. If 2021 reporting forms are not received by November 30, 2022, a relief association's 2022 state aid will be forfeited. The OSA does not have authority to grant filing extensions past the November 30 deadline.

What's Ahead:

November 30:

Final deadline for submitting 2021 reporting-year forms to avoid forfeiture of fire state aid.

December 7:

Working Group meeting 2:00 p.m. to 3:30 p.m.

December 14:

Working Group meeting 11:00 a.m. to 12:30 p.m.

January 15:

Certified Listing of Individuals Who Filed a Statement of Economic Interest due to the Campaign Finance and Public Disclosure Board.

Supplemental Benefit Reimbursements

The form to seek reimbursement of any supplemental benefits paid during 2022 is now available on the <u>Minnesota Department of Revenue (DOR)'s website</u>. Instructions for completing the form and answers to frequently asked questions are also provided on this DOR webpage.

Note that the DOR has moved the Supplemental Benefit Reimbursement (SBR) form to a new easier-to-use platform. Use a modern web browser (for example, Google Chrome or Microsoft Edge) to fill out and submit the form; no additional software is needed for the submission.

The online form requires that a relief association provide its Minnesota ID number. If you do not know the relief association's ID number, you can obtain it by calling Business Registration within the DOR at (651) 282-5225.

A relief association seeking reimbursement of supplemental benefits paid during 2022 must submit the SBR form to the DOR by **February 15, 2023**, to receive reimbursement in March 2023. If the relief association misses this filing deadline, the reimbursement request cannot be submitted again until the filing period begins the following November.

Relief associations that pay service pensions as a one-time lump-sum payment (rather than monthly payments) must also pay a supplemental benefit. The supplemental benefit is paid at the same time as the service pension and is intended to help offset taxes which must be paid on the service pension or benefit distribution. No supplemental benefit is paid for monthly service pension recipients.

For service pensions and disability benefits, the amount of the supplemental benefit is equal to 10 percent of the lump-sum distribution, up to a maximum of \$1,000. For survivor benefits, the amount of the supplemental benefit is equal to 20 percent of the survivor benefit distribution, up to a maximum of \$2,000. A 2019 law change allows a supplemental survivor benefit to be paid to a designated beneficiary or to an estate if the deceased firefighter had no surviving spouse or surviving children. The new law applies to supplemental benefits paid in 2019 and, thereafter, for the death of an active or deferred firefighter that occurred on or after January 1, 2019.

Supplemental benefits should be calculated on the pre-tax pension or benefit amount *before* any deferred interest is credited. In addition, deferred interest should not accrue on the supplemental benefit. Supplemental benefits are payable to members who are fully vested, as well as those who are partially vested.

Additional information about supplemental benefits is provided in the OSA's **Statement of Position** on this topic.

Statements of Position:

Management of Records

Checking Accounts for Fire Departments and Relief Associations

Special and General
Funds, and
Charitable Gambling
Funds

Supplemental Benefits

Fire Department Grants

Occasionally, the OSA sees grant revenue deposited into a relief association's general fund. Relief associations that receive grant funds should be sure that the terms of the grant are followed. The grant may require that the funds be given directly to the fire department. If the fire department is a city or town fire department, this means that the funds need to be given directly to the municipality.

Minnesota law requires city councils and town boards to have full control over their municipality's financial matters. Any money intended for use by a municipal fire department must be controlled by the city council or town board.

In addition, a relief association should not purchase or install fire department equipment without the governing body's approval. The disbursement of city and town funds, including fire department funds, must comply with a process set forth in law.

Multiple Signatures on Checks

Minnesota law requires special fund disbursements paid by check to be signed by the relief association treasurer and by at least one other trustee who is designated as a signer by the board of trustees. In addition to being required by statute, multiple signatures are an important part of a relief association's system of internal controls. When more than one person signs a check, each person is verifying that the relief association's board of trustees has approved the check for payment.

Electronic or wire funds transfers are also permitted if internal control policies and procedures are established and approved by the board of trustees. The policies and procedures must provide for authentication of the electronic disbursements by the relief association treasurer and at least one other trustee.

The OSA's sample <u>Bylaw Guides</u> include language referencing these signature and approval requirements (see the bylaw Article entitled "Funds.")

Pension Division Staff

If you have questions, please contact us:

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NOTICE OF PUBLIC HEARING THE WESTERN LAKE SUPERIOR SANITARY DISTRICT SOLID WASTE MANAGEMENT FACILITY LICENSE

*1B

NOTICE IS HEREBY GIVEN, that the Western Lake Superior Sanitary District Board ("WLSSD"), will meet on Monday, December 19, 2022 at 3:30 p.m., in the WLSSD Board Room, located at 2626 Courtland Street in Duluth, Minnesota, for the purpose of conducting a public hearing to consider granting a solid waste management facility license (operation of a Transfer Station which will not be open to the public) pursuant to Section 7 of the WLSSD Solid Waste Ordinance, to Twin Ports Trailer Trash, Inc. located at 1120 Garfield Ave, Duluth, Minnesota. Approval for this Facility has previously been granted by the City of Duluth (2020) and the Minnesota Pollution Control Agency (June 8, 2022).

A copy of the solid waste facility license application is available for inspection by any person during regular office hours at the administrative offices of WLSSD, 2626 Courtland Street, Duluth, Minnesota 55806, or at wlssd.com/about-us/notices/.

All persons interested may appear and be heard at the time and place set forth above. Supplemental information and data may be submitted within ten (10) days of adjournment of the public hearing.

WESTERN LAKE SUPERIOR SANITARY DISTRICT

By Marianne Bohren

Executive Director



Building a Better World for All of Us®

MEETING MINUTES

Proctor Monthly Meeting November 16, 2022 9:00 a.m. City Hall

Attendees: Jess Rich – City of Proctor

Megan Jordan – City of Proctor Rick LaLonde – City of Proctor Jay Boysen – City of Proctor

Matt Bolf – SEH Tyler Yngsdal - SEH Char Jones - PUC

SEH No.: PROCT 166073 Project Manager: Matt Bolf, PE

I. Proctor GIS

- A. Public Works Updates SEH collected corrections from Rick and will make updates to the GIS system.
- B. PUC updates Locator Funding
 - Jess submitted the required Safety survey last month. State reached out and requested a hazard survey. Jess resubmitted the application

II. Salt / Sand / Public Works Project

- A. Project Updates:
 - 1. Construction (on hold until Spring 2023)
 - a. Parsons Electric Parsons was on site earlier in the week installing conduit from the sand/salt shed to Kirkus Street. Tyler notified Parsons last week that the conduit could not be placed due to the grading that is waiting to happen in 2023, but they could install the conduit inside of the sand/salt building along with the lighting units. The conduit placement will have to be cross checked with proposed grading in 2023.
 - b. All other work is complete for the season.
 - 2. Payment / Changes
 - a. Change Orders
 - (1) Asphalt escalation SEH requested clarification of the increase in price.
 - (2) Temporary Access Rock SEH reiterated that the city wanted a 3" minus rock as stated at our site meeting on 9/27. SEH requested that Veit takes out the difference in cost between the material placed and the 3" minus rock that was requested.
 - (3) Veit's 2023 inflation costs Veit would prefer this CO gets approved now at their own risk of additional inflation later in 2023. SEH will prepare a CO for council.
 - Pay Application #4 SEH will prepare Pay App 4 for council.
 - 3. Utility conflicts Site meeting will be held in Spring 2023 prior to construction starting up.
 - a. NESC Lower FO under new access road in Spring 2023.

- CenturyLink (Lumen) SEH and CenturyLink looking at location for relocation of FO.
 Work to be completed Fall/Winter 2022 to be out of the way for 2023 construction. SEH is in contact with CenturyLink on the placement of the relocation.
- c. MN Power Lower 3-phase under new access road in Spring 2023.
- d. Underground power for lighting Lower power under new access road in Spring 2023.
- 4. Phase 2 City would like to rebid the Maintenance garage for 2023 construction. SEH will reach out to local building contractors to gauge their appetite for upcoming building construction work.
- 5. Grant Reimbursement SEH will provide a summary of Sand/Salt construction and engineering costs associated to the Sand/Salt facility construction.
- III. MS4 MS4 General Permit has been reissued by the MPCA
 - A. Updated binder SEH provided a flash drive with the updated documents.

IV. PUC Items

- A. Booster Station
 - 1. Restoration complete may need a little seeding in the spring.
 - Fence still needs to be installed. The proposed fence will sit between the newly created ditch and the neighboring property. The ditch and slope should be maintainable from the city property side.
 - 3. There are a few minor punch list items to complete.

V. Second Street LRIP

- A. Project Updates:
 - 1. Design Questions:
 - a. Limits on south end of 9th Top of the hill on the corner with 1st Street.
 - b. Culvert crossing 9th at the south school entrance to the alley SEH will plan to replace this culvert with RCP.
 - c. Hillside in front of school Is a 3:1 ok for maintenance? Yes.
 - d. Houses without existing curb stops Confirm with PUC. PUC will look into the list provided by SEH.
 - e. Curb stop for 840 2nd Street Meet with homeowner? SEH to meet with Pat Casey to locate the existing service.
 - f. Empty Lot services? San & Water? For buildable 60' wide (min.) lots. Jay to provide a list of properties.
 - g. 809 2nd Street Existing Driveway is 26.5' wide, match existing? Match all existing driveway widths? Min. 12' wide? SEH will match existing width of all driveways with a minimum of 12' width. The city will meet with 809 2nd street to see if they are OK with narrowing up their driveway.
 - h. Concrete aprons between trail and road Yes.
 - i. Concrete driveway pavement at all driveway trail crossings? SEH will check to see how many concrete driveways there are. The city would like as much of the trail to be bituminous as possible.
 - j. 830 2nd Street Alley? Driveway? City will reach out to homeowner to see if they want this to remain a driveway.
 - k. Plan for 28' wide (F-F) at intersections Yes.
 - 804 2nd Street Odd driveway configuration off of 8th Avenue. SEH will plan for a
 mountable curb at the radius for the homeowner to continue access at this location.
 - m. North side intersection with 6th Ave has wide park lane Keep bumpout to match existing? Yes.
 - n. Truck turning movements Trucks will likely need to overturn at the corner into oncoming traffic. SEH will increase the curb radius to ensure maneuverability.

- Bus pullout This is now a parent pickup / drop off. SEH will maintain as much of the drop off as possible.
- 2. Utility coordination verification letters were sent yesterday to private utility companies.
- 3. Preliminary assessment feasibility report Watermain was not included as assessed to homeowners in Feasibility report. The PUC would like this included as an assessment. City will look into if another meeting will be required. This meeting could be paired with design questions. Design update meeting will be held on 12/8 @ 5:00 pm to present updates to the public.
- 4. SEH will develop a design fee and provide to Jess. A construction fee will be determined later.
- 5. SEH will tabulate the trail quantities separately from the road quantities so that the trail can be paid and tracked with a separate fund (i.e. if the city is awarded future SRTS monies).
- 6. SRTS new application will be due in March.
- VI. Ugstad Road Development Site The State requested an East property line adjustment. Jess will discuss further with the State as their request may leave a gap in the City Boundary.
- VII. School District Plan Review Water is again bypassing the curb cut to the pond and running into Kirkus Street. Jess sent a letter to the school district but hasn't received a response yet.
 - Hockey Arena There are still improvements needed to make the site compliant. They generally include:
 - 1. Pond 3 Expansion Troy asked SEH for price to process HydroCAD updates and determine how much bigger the pond needs to get.
 - 2. Pervious Areas at Pond 2 Pond 2 needs more live space and less dead space. They can either adjust the outlet down or make pond 2 bigger. This will be reviewed after new calculations are performed.
 - 3. Maintenance Agreement not complete yet.

VIII. Miscellaneous

- A. St. Louis County 2nd Street Concrete Repair Project
 - Matt reached out to County to let them know City decided not to replace a short piece of VCP sanitary sewer at the 2nd / 5th intersection.
 - 2. There has been no other contact with the County.
- B. Pickleball Courts
 - a. The city was thinking that they could possibly convert the outdoor hockey rinks to paved Pickle ball courts at the new hockey area. The only issue with this is that the ponds on the School property would likely need to be upsized for the added impervious amounts.
 - b. The other option that the City is looking at is the gravel lot up from the new Playground for Everybody on Pionk.
 - c. City received preliminary quotes and the conversion of the hockey rinks would be a cheaper option, excluding upgrades to the ponds for stormwater treatment. The City will follow up with the school to see if they want to partner on the project. SEH will provide a summary of the stormwater pond modifications needed. The grant application would require the school to apply and own the pickleball courts.
- C. Storm Water Utility No update.
- D. Water & Wastewater 2023-2024 PPL
 - 2024 PPL Jess would like to get the water and sewer lines from 2nd Street to Westgate on the PPL for future funding.
 - a. Wastewater plans due 3/3/23
 - b. Request for placement on Drinking Water due 5/5/2023
 - c. Matt and Jess will have a follow-up meeting to discuss schedule and applications.
 - 2. Water

- a. The PUC/City would like to include watermain replacement from 2nd Street south to Westgate Blvd. Directionally drilling HDPE water main would likely be the most cost effective option with limited excavation needed.
- b. Char will work on getting existing pipe ages and break history to include.
- 3. Wastewater
 - a. Rick provided a priority map sketch for areas in high need of rehab.
 - b. Rehabbing areas #2 and #3 are most likely to occur in concurrence with the water main rehab section.
 - c. Section #1 is also high priority as it takes flow from entire city to the WLSSD meter station.
 - d. A new forcemain could be directionally drilled from Westgate to the north.
 - e. Rick provided known information on existing pipe ages and blockage history.
- E. FEMA Flood Map Updates City will review the proposed updates. The city has 30 days to comment.
- ıx. Next Meeting December 14, 2022 @ 9:00 am.

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City of Proctor Payroll Summary by Department

Check Date Range

11/25/2022 to

11/25/2022

Department G	ross Wages	Overtime	Overtime	Overtime	
Departiment G		Hours	Wages	Hours	Overtime Wages
Council	2,200.00	-	-	-	-
City Admin	7,200.10	-	-	-	-
Finance	2,968.00	-	-	-	-
Police Department	21,103.46	12.00	604.62	-	-
Fire Department	-	-	-	-	-
Street Department	9,986.82	6.67	300.66	4.00	255.68
Liquor Store	4,567.41	-	-	-	-
PUC	5,955.80	-	-	-	-
Committees	-	-	-	-	-
Election Judges	-	-	-	-	-
Total	53,981.59	18.67	905.28	4.00	255.68

Minutes of the Proctor Public Utilities Commission meeting held on Monday, October 10, 2022 at 6:00 p.m. in the Council Chambers at Proctor City Hall.

The following members were present:

Jennifer Cady Eric Bingaman

Others who were present:

Charliene Jones, Commission Secretary John Bray, PUC Attorney Jess Rich, City Administrator Troy DeWall Jake Benson

APPROVAL OF AGENDA

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

APPROVAL OF THE MINUTES OF:

Motion by Bingaman, seconded by Cady and carried: To approve PUC Regular Meeting minutes of September 12, 2022.

APPROVAL OF PAYROLLS OF:

Motion by Cady, seconded by Bingaman and carried: To approve the payroll pay dates of 9/16/22 & 9/30/22.

DELINQUENT ACCOUNTS were discussed.

CALL FOR COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

1. OLD BUSINESS

A. Commission Terms were discussed. Troy DeWall was in attendance to meet with the Commission about the vacant seat he applied for on PUC. Questions were asked of him and by him in regards to the position.

Motion by Bingaman, seconded by Cady and carried: To recommend to Council that they appoint Troy DeWall to the Proctor Public Utilities Commission. (2-0 roll call vote: Cady – yes, Bingaman – yes)

B. Water Maintenance Contractor update.

2. NEW BUSINESS

A. 2nd Street Project from 5th Ave to 9th Ave was discussed. Currently, the project is in the gathering of info stage to move towards final plans.

3. REPORT OF OFFICE

- A. PUC Meter Reader/Water Technician position update.
- B. Booster (Pump) Station update. Contractor is working on getting the slab poured for the transformer relocation and will be working on the remaining pipe work, road work and demo of the old booster station.

- C. Sand Salt Building Project update. Sand/Salt Facility erection and paving should take place by the end of October, dependent on the builder's schedule. After that, the project will button up for the winter and resume in the spring.
- D. NEMMPA update. Annual meeting will be held on October 19th.
- E. MMUA update was given.
- F. Tree trimming update was given. Crew is about 50% complete.
- G. SEH Meeting Minutes of 9-22-22 were reviewed. Administrator Rich discussed getting the south Proctor mains (2nd St to Westgate) on the 2024 PPL for future water and sewer funding. Plans and request are due spring of 2023.

4. FINANCIAL STATEMENTS

- A. The MP power bill was reviewed for September billing.
- B. The SWL&P & MP September maintenance bills were reviewed.
- C. PUC financial reports were reviewed. Report was fixed and looks better, but something still seems off. Secretary to check with PUC Accountant to see if she has any ideas.

5. APPROVAL OF BILLS

A. The bills listings were reviewed.

Motion by Bingaman, seconded by Cady and carried: To approve the bills presented and on file at the utility office, including all electronic payments for sales tax & payroll payables. Payable checks #019881 thru #019898.

6. **COMMUNICATIONS**

- A. Billing insert on back side of utility bills was discussed.
- B. City Administrator correspondence was discussed. The MN OSHA grant was submitted for the locating device.

7. LABOR & NEGOTIATION ISSUES

Motion by Bingaman, seconded by Cady and carried: To adjourn the meeting at 7:11 p.m.					
Charliene Jones, Commission Secretary	Jennifer Cady, Chair				

City of Proctor



2023 Truth in Taxation





The City of Proctor is required by law to conduct a public truth in taxation hearing.

Mandated hearing requirements are as follows:

- Discuss Budget and Proposed Property Tax
- Discuss Revenues/Expenditures
- Start after 6:00 p.m.
- Public Comment and Questions
- Certify final levy at subsequent board meeting 12/19/2022

2023 Tax Levy

- Planned increase in tax levy: 7.0%
- Proposed taxes to be collected \$1,812,315

Impact to Homeowners

Value	2022 Tax	2023 Tax	Difference	%
\$100,000	\$597.05	\$627.29	\$ 30.24	5.1%
\$200,000	\$1,194.11	\$1,254.59	\$ 60.48	5.1%
\$300,000	\$1,791.16	\$1,881.88	\$ 90.72	5.1%





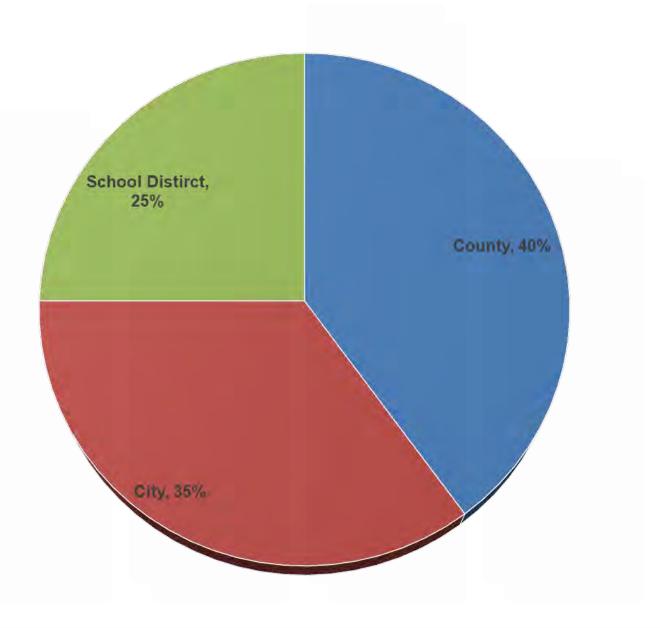








Where to your Property Taxes go?





Value to our Citizens

Monthly Property TAX RECEIPT

Police Services	\$44.31
Fire and First Responders	\$9.22
City Infrastructure	\$21.06
Parks, Trails, Recreation	\$2.16
City Administration	\$13.66
Internal City Services	\$12.20
Economic Development	\$1.94
TOTAL	\$104.55

^{*}Example uses a \$200,000 property value



Projected Expenditures

	2022 Budget	2023 Projection
Police	\$1,160,153	\$1,258,599
Fire/First Responders	\$253,535	\$261,994
Streets & Parks	\$726,509	\$659,492
Council & Administration	\$435,297	\$473,422
Elections	\$5,987	\$0
City Hall	\$100,830	\$115,665
Finance & Legal	\$150,011	\$127,676
Building & Planning	\$13,774	\$17,435
PEDA	\$55,000	\$55,000
Total Expenditures	\$2,901,096	\$2,969,283



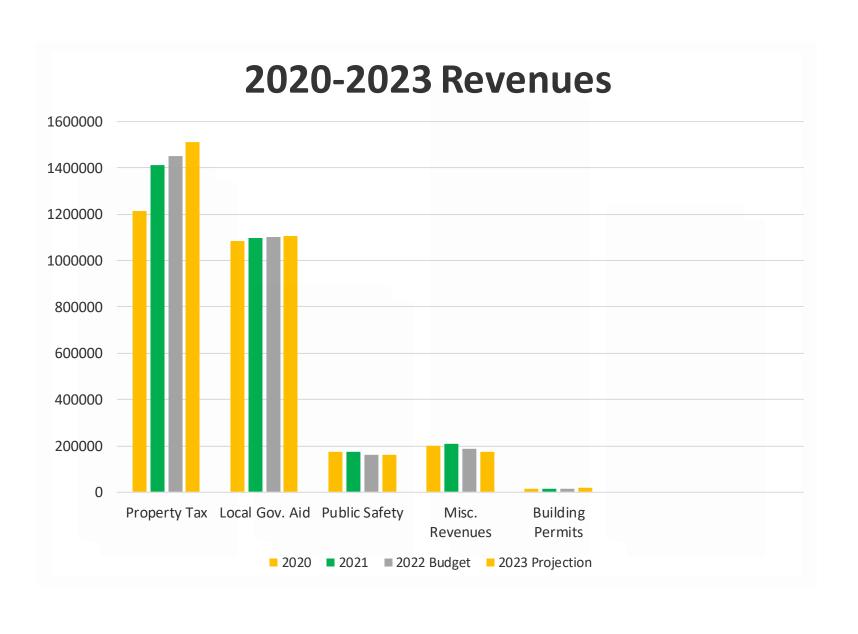


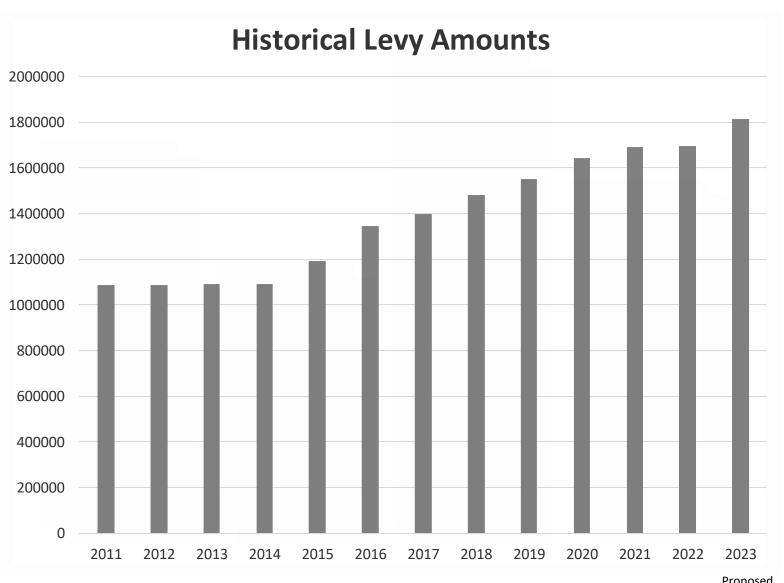


Projected Revenues

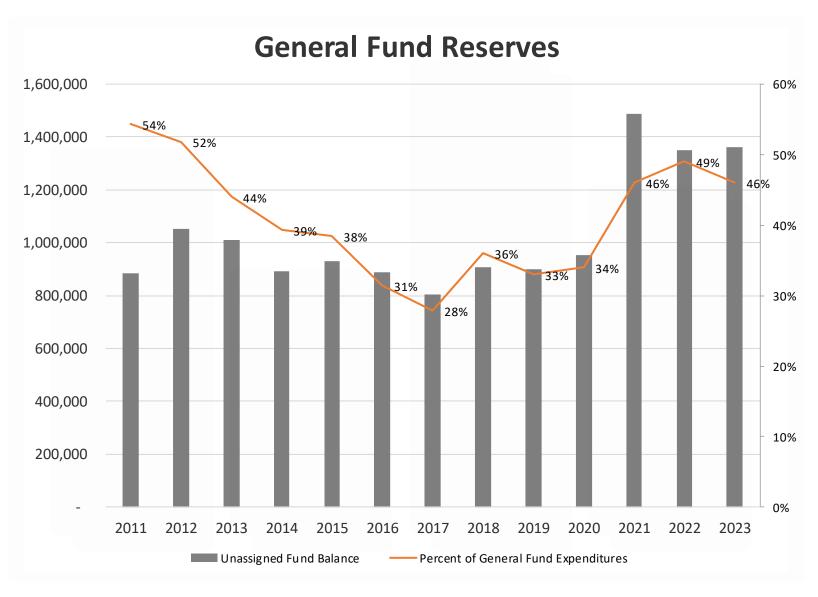
	2022 Budget	2023 Projection
Property Tax	\$1,450,793	\$1,511,188
Local Government Aid (LGA)	\$1,101073	\$1,106,996
Public Safety	\$168,400	\$193,239
Building Permits	\$14,450	\$17,450
Misc. Revenue	\$182,296	\$143,109
Total Revenues	\$2,917062	\$2,969,283







Proposed at 7% increase for 2023



The City strives to maintain an unassigned General Fund balance in the range of 35-50 percent of General Fund operating expenditures.

Taxpayer Impact for Various Levy Increases

ESTIMATED Home Impact By Value With 7% Levy Increase					
Value	2022 City Tax	2023 City Tax	Annual Difference		
\$100,000	\$597.05	\$627.29	\$30.24		
\$200,000	\$1,194.11	\$1,254.59	\$60.48		
\$300,000	\$1,791.16	\$1,881.88	\$90.72		
ESTIMATED H	ome Impact By \	/alue With 6%	Levy Increase		
Value	2022 City Tax	2023 City Tax	Annual Difference		
\$100,000	\$597.05	\$621.43	\$24.38		
\$200,000	\$1,194.11	\$1,242.86	\$48.75		
\$300,000	\$1,791.16	\$1,864.29	\$73.13		
ESTIMATED Ho	ome Impact By Va	alue With 5.1%	Levy Increase		
Value	2022 City Tax	2023 City Tax	Annual Difference		
\$100,000	\$597.05	\$616.15	\$19.10		
\$200,000	\$1,194.11	\$1,232.31	\$38.20		
\$300,000	\$1,791.16	\$1,848.46	\$57.30		

Impact on General Fund

Levy	General Fund	Difference
7.00%	\$1,511,188	\$16,260
6.00%	\$1,494,928	\$14,634
5.10%	\$1,480,294	\$29,501
2022 Budget	\$1,450,793	



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

Resolution No. 45-22 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 A Race Worth Winning – ALS to conduct a raffle at Black Woods Event Center on December 19th, 2023 in Proctor, Minnesota.

Passed by a majority vote of the Proctor City Council, this 5th day of December 2022

BY:
Chad Ward
Mayor

ATTEST:
Jess Rich
City Administrator

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- · conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION
Organization A Race Worth Winning ALS Permit Number: X-360174 Minnesota Tax ID Number, if any: Organization A Race Worth Winning ALS Permit Number: X-360174 Federal Employer ID Number (FEIN), if any: 43-20916939
Mailing Address: PO Box 131
City: Elko New Market State: MN zip: SS020 County: Scott Name of Chief Executive Officer (CEO): Lisa R. Ryan
CEO Daytime Phone: 651-348-0460 CEO Email: 156540 Potmail. Com (permit will be emailed to this email address unless otherwise indicated below) Email permit to (if other than the CEO): 1 WACNEC 70 D Yahoo Com
NONPROFIT STATUS
Type of Nonprofit Organization (check one): Fraternal Religious Veterans Other Nonprofit Organization
Attach a copy of one of the following showing proof of nonprofit status: (DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
A current calendar year Certificate of Good Standing Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103 IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following: 1. IRS letter showing your parent organization recognizing your organization as a subordinate.
GAMBLING PREMISES INFORMATION
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Physical Address (do not use P.O. box): 1015 US 11WY 2
Check one: City: Proctor zip: 55810 County: 54. Louis
Township: Zip: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): $\frac{12\sqrt{9}2033}{2033}$
Check each type of gambling activity that your organization will conduct:
Bingo Paddlewheels Pull-Tabs Tipboards Raffle
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the List of Licensees tab, or call 651-539-1900.

LG220 Application for Exempt Permit

4/22 Page 2 of 4

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)				
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township			
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.			
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 da (60 days for a 1st class city).	30 days.			
The application is denied.	The application is denied.			
Print City Name:	Print County Name:			
Signature of City Personnel:	Signature of County Personnel:			
Title:Date:	Title:Date:			
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name:			
	Signature of Township Officer:			
	Title: Date:			
CHIEF EXECUTIVE OFFICER'S SIGNATURE (re	quired)			
The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financi report will be completed and returned to the board within 30 days of the event date. Chief Executive Officer's Signature: (Signature) must be CEO's signature; designee may not sign) Print Name:				
REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS			
Complete a separate application for: all gambling conducted on two or more consecutive days; all gambling conducted on one day. Only one application is required if one or more raffle drawings a conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control	application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.			
Board. Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.			
by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to Issue a permit. If your organization supplies the information members, Board staff	Information when received commissioners of Administration, Minnesota er information provided will your organization until the polit. When the Board Issues atton provided will become ose not issue a permit, all remains private, with the anization's name and main public. Private data on are available to Board			
This form will be made available in alternat	ve format (l.e. large print, braille) upon request.			

An equal opportunity employer

Business Record Details »

Minnesota Business Name

A Race Worth Winning-ALS, Inc.

Business Type

Nonprofit Corporation (Domestic)

MN Statute

317A

File Number

1721772-2

Home Jurisdiction

Minnesota

Filing Date

02/17/2006

Status

Active / In Good Standing

Renewal Due Date

12/31/2022

Registered Office Address

9733 St Andrews Dr., PO BOX 131

Elko New Market, MN 55020

USA

Registered Agent(s)

(Optional) Currently No Agent

President

Linda Warner PO Box 131

Elko New Market, MN 55020

USA

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

Filing Date	Filing	Effective Date
02/17/2006	Original Filing - Nonprofit Corporation (Domestic)	
02/17/2006	Nonprofit Corporation (Domestic) Business Name (Business Name: A Race Worth Winning-ALS, Inc.)	
01/23/2008	Involuntary Dissolution - Nonprofit Corporation (Domestic)	

Filing Date	Filing	Effective Date
01/26/2010	Annual Reinstatement - Nonprofit Corporation (Domestic)	
01/26/2010	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	
12/1/2019	Registered Office - Nonprofit Corporation (Domestic)	

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Q7-12-07 D8:23AM- FROM-GAGE & GAGE

RECEIVED

MAR 28 2007

DEPARTMENT OF THE TREASURY

ID# 75126

INTERNAL REVENUE SERVICE .p. O. BOX 2508 CINCINNATI, OH 45201.

MAR 2 3 2007 pare:

A RACE WORTH WINNING - ALS INC C/O MARGARET R RYAN 33 S SIXTH ST STE 4400 MINNEAPOLIS, MN 55402-0000

ATTN. LINDAW

MEAGHER & GEER Employer Identification Number:

43-2096939 DLN: 17053298019006

Contact Person:

DEBRA JOHNSON

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170 (b) (1) (A) (vi) Form 990 Required:

Yes

Effective Date of Exemption;

February 17, 2006

Contribution Deductibility:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax 'tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exampt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

6. Office

Lois G. Lerner Director, Exempt Organizations Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

To: City Council

From: Leslie Brunfelt, Finance Director

Date: December 2, 2022

Re: Liquor Store Union Position

The Liquor Store Manager, Andy Brunner, and I recommend the vacant Liquor Store Union Position be offered to Brittany Birch. Please see the attached letter of recommendation from Andy along with her application.

Recommendation for Brittany Birch

November 15, 2022

Andrew Brunner Manager Mountain Spirits Liquor 9301 Westgate Blvd 55810

Ms. Birch has worked closely with me during the several years that she has served as a liquor store clerk. Brittany has excelled in this role, exhibiting one of the highest levels of productivity I have seen in the 8 years I have been working at this store. Brittany produces a high volume of work while consistently maintaining high standards for quality.

Brittany possesses the ultimate "can do" attitude while taking on all tasks with a positive energy and a smile. Her upbeat personality and engaging personal style enable her to interact effectively with customers and staff. She is very well organized and is an **irreplaceable** part of this business. She takes initiative to go beyond the expected parameters of her job.

I am writing this recommendation for Brittany because I am very grateful for her contributions to our store and city. When we find an employee who is this committed and dedicated it is up to us to take care of them as they are the ones who take care of us and keep the business moving in a positive direction.

Please feel free to contact me if you have any questions about this outstanding person. Sincerely,

Andrew Brunner
Manager
Mountain Spirits Liquor
abrunner@proctormn.gov



APPLICATION FOR EMPLOYMENT

City of Proctor 100 Pionk Drive Proctor, MN 55810 218-624-3641

OFFICE U	SE ONI	LY
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Date Received: Interview:

1. Title of specific position for which you are applying Liquor Stone Union Employee		2. Date of application	3. Date avail	able for work
4. Last name Birch	st name Britany	3	Middle name	
5. Are you over the age of 18?		6. Residence phone (218) 393-471	7. Business phone	8. County St.LouiS
9. Street address 3808 Crosby Rd.			11. State and MN 65	
12. Do you have any relatives working t □Yes MNo If yes, relations		Departmen	nt	
13. Employment condition desired: (check one) (check one)				tone employee
15. If position involves driving, plea	se indicate drive		class	
16. Education. Did you graduate from the second se	attended		2 13 14 15 16 17 1	8 19 20
Name & location of colleges, universities, technical schools			egree Cour	ses of Study

Employment Firm Mountain Spirits Liquior Address 9301 Westgate Blud Phone # U24-7652 Supervisor Andy Brunner Your Title Clerk Supervisor's Title store manager Number and type of position you supervised Principal Responsibilities - Be Complete run till, Stock Shelves, restock beer daily, check in orders, close store at night	From August 2020 month year To Vovember 2022 month year Hours per weekle-30Last salary 512.60 Reason for leaving May we contact your present employer? □Yes □No If no, explain
Employment Firm Hermantown Liquor Address 5116 Miller Trunk Hwy Phone #723-1010 Supervisor Larry Rappana Your Title Cherk Supervisor's Title owner Number and type of position you supervised Principal Responsibilities - Be Complete Same as above description	Length of Employment From Feloruary 2017 month year To 2020 month year Hours per week 18 Last salary 11.50 Reason for leaving Store Closing May we contact this employer? Yes □No If no, explain
Address Phone #Supervisor Your TitleSupervisor's Title Number and type of position you supervised Principal Responsibilities - Be Complete	Length of Employment From month year To month year Hours per week_ Last salary_ Reason for leaving_ May we contact this employer? □Yes □No If no, explain_

9.	Joh	-Relevant Vol	unteer and Unna	id Work Evneri	anco	
			-Relevant Volunteer and Unpaid Work Experience			
	(Do not specify organization)	Major R	esponsibilities	# Hours per month	From	Years To
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. Desc	ribe any additional experie	nce or training	that qualifies yo	u for this job		
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accommodations to the known physical and mental limitations of qualified handicapped applicants and employees in order for them to perform the essential functions of the job in question.

THE CITY OF PROCTOR IS AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

SIGNATURE

The City has the right to verify information provided in the application. I may be discharged if there are any misrepresentations on this application or my resume or made by me in an interview which may be discovered now or anytime in the future. False information or misrepresentation may also subject me to the penalty provisions of M.S.§ 43A.39.

In connection with this application for employment, I authorize the City of Proctor and any agent acting on its behalf to conduct an inquiry into any job-related information contained in this application, including, but not limited to, my records maintained by an educational institution relating to academic performance such as transcripts. Moreover, I hereby release the City of Proctor and any agent acting on its behalf from any and all liability of whatsoever nature by reason of requesting such information from any person.

▼YES □YES, but not present employer until job is offered. □NO (We may be unable to hire you without this information)

I declare that any statement in this application or information provided is true and complete and hereby acknowledge that I have read and I understand the information below.

DATE 11/22/22 SIGNATURE (Do not print) Kuttur Pinen

IMPORTANT FACTS ABOUT INFORMATION ON YOUR APPLICATION

This application is to assist in the process of referring you for possible employment. Certain information requested on the application is private; that is, it may be released only to you or to agencies where you may be considered for employment (to comply with M.S. 13.43, Subd. 2). If you become employed by the City, the data will be available to the Department of Finance, the Internal Revenue Service, and the Social Security Administration for payroll and tax purposes. If you disagree with the data we have about you, notify the City Clerk/Human Resources Assistant by letter.

Private Data Why	We Ask For It Are You Legally Oblin To Provide It?	ged	What May Happen If You Don't Provide It
Social Security Number	To distinguish you from all other applicants and to make procession more efficient	No	In most cases, nothing. However, it will help to ensure that your records are not confused with others.
Name	To distinguish you from all other applicants.	Yes	Failure to provide information may be cause for rejecting an application.
Date of Birth (when requested on a separate form)	To conduct a check of criminal records for certain positions	No	Failure to provide information may be cause for rejecting an application.
Address	To be able to send you notices.	Yes	Failure to provide information may be cause for rejecting an application
Home Telephone	To be able to contact you to determine availability for interview and to notify you when we need you to work on short notice.	No	We may not be able to employ you in certain jobs where you may be required to come to work on short notice.
Sex, Racial/Ethnic Group, Handicapped Status, Veteran Status (This information is requested on a separate form)	Opportunity reports as required by	No	We will not be able to determine whether our selection processes result in unfair discrimination, or to take affirmative action in our hiring.
Conviction Record	To determine whether we may legally accept an application from you to determine whether your record may be a job-related consideration.	Yes	We will not be able to make determinations required by law. Failure to provide relevant conviction information may be grounds for dismissal.

ALL OTHER INFORMATION ON THE APPLICATION IS PUBLIC; THAT IS, IT MAY BE GIVEN TO ANYONE FOR ANY PURPOSE

Chad Ward Mayor

City of Proctor

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

You Have A Place in Proctor

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

Honorable Council,

I am looking for approval to transfer from several Fund accounts; release and add to restricted funds and make loan payments to PUC.

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Liquor Fund to General	5,286.00	For City Administration
Cable to General	900.00	For Studio Rent
General to Fund 493	8,099.00	Sales Tax pymt for 2012A series Bonds – 13 th St., Grove St., 4 th St.
General to Golf	20,000.00	Subsidy amount per contract
General to Fund 495	50,000.00	Sales Tax pymt for 2016 A series Bonds – Kirkus
Almac/6th to Fund 496	47,358.47	PUC portion of 2018A Almac/6 th Street project
Almac/6th to Fund 496	27,630.19	Sewer portion of 2018A Almac/6 th Street project

Release from Restriction

From ARPA Grant funds	200,000.00	For Sand/Salt Shed
From Sales Tax funds	30,000.00	For Playground for Everybody
From City Hall Improvement fund	18,155.00	Remaining balance For City Hall Boilers
From Gambling fund	907.61	National Night Out expenses
From Gambling fund	290.14	Trunk or Treat expenses
From Public Safety	75,397.18	Lease Payment for Ladder Truck
From Public Safety	33,034.45	Lease Payment and Outfitting of Police Squad

Added to Restricted Funds

To Public Safety	5,000.00	From Fire Department
To Public Safety	41,500.00	From Midway Fire Contract exact amt. TBD (Fire Department)
To Public Safety	25,000.00	From Police Department
1		JIMALE SEAL

Loan Payments to PUC:

Liquor Store \$16,753.32 required payment - payoff amount \$121,131.17

PEDA \$7,110.75 required payment - payoff amount \$77,891.18

Your attention to this matter is appreciated.

Jess Rich

Administrator/Clerk

.cc Leslie Brunfelt

Chad Ward Mayor

City of Proctor

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

Jess Rich City Administrator

You Have A Place in Proctor

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RESOLUTION 46-22 ESTABLISHING/DESIGNATING ELECTION POLLING PLACE

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

WHEREAS, pursuant to Minnesota Statutes 204b.16, all municipalities must designate by ordinance or resolution polling places for each precinct each year regardless if an election is scheduled for the year or not; and,

NOW THEREFORE BE IT RESOLVED that the City Council of Proctor, is designating Proctor Community Center 100 Pionk Drive, Proctor Minnesota as the polling place for all 2023 municipal elections.

Upon vote	taken	thereon,	the f	ollowing	voted:
\	/ 1	120 Y 1822	000	7	adi -

For:	
Against:	
Where upon said Resolution No. 46-22 was declared duly passed and adopted this 5 th day of December	er 2022.
CITY OF PROCTOR	
CORPORATE SEAL	

Chad Ward Mayor

Attest:

Jess Rich

Administrator/Clerk



PLANNED SERVICE CONTINUATION

10/12/2022

Jess Rich City Of Proctor 100 Pionk Dr Proctor MN 55810-1705

City of Proctor 2023 PSA



Dear Jess:

Thank you for using Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Per the terms of your Planned Service Agreement, we are entering year 2 of 3 Years. The total price for 1/1/2023 to 12/31/2023 is \$14,963.00, to be paid annually. Invoices will be sent to:

City Of Proctor 100 Pionk Dr Proctor MN 55810

If you require a different requisition or purchase order number on our invoices than we used last year, please provide a copy of that document to us by 12/1/2022.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Moet Hoven	Customer signature:
Matt Hoven JOHNSON CONTROLS DULUTH MN CB - 0N51	Customer Name:
4627 Airpark Blvd Duluth MN 55811-5750 matt.d.hoven@jci.com Phone: (866)211-3536	Customer Title:
Filone. (800)211-3330	PO#/Requisition #:

Customer CITY OF PROCTOR

Local Johnson Controls Office 4627 AIRPARK BLVD DULUTH, MN 55811-5750

Agreement Start Date: 01/01/2022

Proposal Date 12/9/2021

Estimate No: 1-1CVX4DH6



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



2020 North American Company of the Year for Award Innovation in Smart Connected Chillers

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF PROCTOR

Dear Jess Rich.

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 01/01/2022 and ending 12/31/2024.
- The agreement price for first year is \$14,387.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely.

Ben LaLone Account Executive (866) 211-3536

The power behind your mission

Priced with in accordance of Sourcewell # 030817-JHN

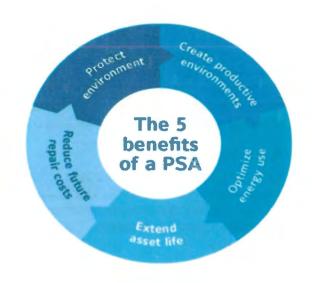


Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

Identify energy savings Opportunities
 Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.



2. Reduce future repair costs

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. Extend asset life

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. Ensure productive environments

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. Promote environmental health and safety

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.



Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience — every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

Planned Service Agreement

Customer Name:

CITY OF PROCTOR

Address:

100 PIONK DR PROCTOR, MN 55810-1705

Proposal Date:

12/09/2021

Estimate #:

1-1CVX4DH6

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 01/01/2022 and will continue until 12/31/2024 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.



Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$14,387.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoice	s will be sent to the	following location:		
	CITY OF PROC 100 PIONK DR PROCTOR, MN			
	In lieu of paper i email address:	nvoices sent to the location	n above, invoices sh	nould be emailed to the following
Pleas	e check the applica	ble box indicating Custome	er Purchase Order (PO) Requirements:
□ No	PO Required	☐ Single PO Required	for Initial Term	☐ Annual PO Required
JOH By: B	NSON CONTROLS en LaLone ture: Ben LaLon		By: Ju 1	2. Jess Rid
_	Account Executive	Date: 12/9/21	Signature:	Date: /2. 2 /. 24
Signa		Julio. (2/4/2)	Customer PO#:	
Title:		Date:	_	
	Address: 4627 AIR	, MN 55811-5750	- 0N51	

Priced with in accordance of Sourcewell # 030817-JHN



Schedule A - Equipment List

CITY OF PROCTOR	100 PIONK DR PROCTOR, MN 55810-1705

Product: Air Handling l	Jnit (AHU)		
Quantity: 5		Services	Provided
Coverage Level: Basic		3	Operational
aavalage zaveli zaale		1	Belt Change
		4	Standard Filter Change
		1	Blower Assembly Vibration Analys
		1	Comprehensive
		1	Evaporator Coil Cleaning
<u>Customer Tag</u>	<u>Manufacturer</u>	Model #	Serial #

Quantity: 3		Services	Provided
Coverage Level: Basic		3 1 1	Operational Combustion Analysis Comprehensive
Customer Tag	Manufacturer	Model #	Serial #

Quantity: 1		Services Prov	
Coverage Level: Basic		1 Con	nprehensive
Customer Tag	<u>Manufacturer</u>	Model #	<u>Serial #</u>

Quantity: 6		Services Prov	
Coverage Level: Basic		1 Com	prehensive
Customer Tag	Manufacturer	Model #	Serial #



CITY OF PROCTOR	100 PIONK DR PROCTOR, MN 55810-1705
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Product: Air Handling Unit (AHU), Make-Up Air Unit (MAU) Quantity: **Services Provided** 1 Operational Coverage Level: Basic 1 Comprehensive 2 Standard Filter Change 1 **Belt Change Customer Tag Manufacturer** Model # Serial #

Product: Pump, Circulating

Quantity: 4 **Services Provided**

Comprehensive Coverage Level: Basic

Customer Tag Manufacturer Model # Serial #

Product: Chiller, Air Cooled Quantity: 1 **Services Provided** Operational Coverage Level: Basic 1 Condenser Coil Cleaning (with louvers) 1 Oil Sample and Analysis 1 Seasonal Shut-down 1 Seasonal Start-up **Customer Tag Manufacturer** Serial #

Model #

Product: Block Hours - Controls Quantity: 1 **Services Provided** 3 Preventive Maintenance Coverage Level: Basic **Customer Tag Manufacturer** Model # Serial #

This will be used to load the software subscription you previously purchased along with performing PM to the controls system and customer training and assistance.

All belts & filters are included in this contract.



Equipment tasking

Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP

Belt Change All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Perform belt change procedures

Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to

appropriate customer representative

Standard Filter Change All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Turn equipment off Remove dirty filters Install new filters Turn equipment on

Dispose of dirty filter appropriately

Document tasks performed during visit and report any observations to

appropriate customer representative

Comprehensive All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Visually inspect damper(s)

Check condition of pulleys and belts Check for proper fan operation Check condition of coils

Check condition of filters

Record temperatures and pressures (if applicable)

Check for unusual noise and vibration Check for deterioration of gaskets and seals

Check overall condition of unit

Visually inspect for fluid leaks of coils and connecting piping

Check starter/contactor

Check and tighten electrical connections

Check damper operation and lubricate as required

Visually check control valve(s)
Lubricate blower and motor bearings
Clean condensate pan and clear drain line
Check condition of blower assembly

Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to

appropriate customer representative

Operational All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Inspect motor mounting isolators Check for integrity of cabinet hardware

Visually inspect damper(s) Verify damper operation

Check condition of pulleys and belts Check for proper fan operation

Check condition of coils Check condition of filters

Record temperatures and pressures (if applicable)



Check condensate drain

Visually inspect electrical connections Check for unusual noise and vibration

Check overall condition of unit

Visually inspect for fluid leaks of coils and connecting piping

Document tasks performed during visit and report any observations to

appropriate customer representative

Air Handling Unit (AHU), Mixed Air, 15-30 HP

Belt Change

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Perform belt change procedures

Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to

appropriate customer representative

Blower Assembly Vibration Analysis

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Record equipment specific information for reference

Install pads and labels (if applicable) Install sensors in proper location.

Start equipment and run at normal operating conditions.

Record readings and remove sensors.

Submit readings for report generation and deliver to customer with

recommendations.

Document tasks performed during visit and report any observations to

appropriate customer representative

Standard Filter Change

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Turn equipment off Remove dirty filters Install new filters Turn equipment on

Dispose of dirty filter appropriately

Document tasks performed during visit and report any observations to

appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Visually inspect damper(s)

Check condition of pulleys and belts Check for proper fan operation

Check condition of coils Check condition of filters

Record temperatures and pressures (if applicable)

Check for unusual noise and vibration Check for deterioration of gaskets and seals

Check overall condition of unit

Visually inspect for fluid leaks of coils and connecting piping

Check starter/contactor

Check and tighten electrical connections

Check damper operation and lubricate as required

Visually check control valve(s)
Lubricate blower and motor bearings
Clean condensate pan and clear drain line



Check condition of blower assembly

Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to

appropriate customer representative

Evaporator Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Clean condensate drain (if necessary) Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water

Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to

appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Inspect motor mounting isolators Check for integrity of cabinet hardware

Visually inspect damper(s) Verify damper operation

Check condition of pulleys and belts Check for proper fan operation Check condition of coils

Check condition of filters

Record temperatures and pressures (if applicable)

Check condensate drain

Visually inspect electrical connections Check for unusual noise and vibration

Check overall condition of unit

Visually inspect for fluid leaks of coils and connecting piping

Document tasks performed during visit and report any observations to

appropriate customer representative

Block Hours - Controls

Preventive Maintenance

Check with appropriate customer representative for operational deficiencies

Perform scheduled block hour tasks

Complete any required maintenance checklists, report observations to

appropriate customer representative

Boiler, Gas-Fired, High Efficiency, 0-10 HP

Combustion Analysis

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Perform combustion analysis procedures Document tasks performed during visit and report any observations to

appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Blow down boiler

Inspect condensate piping, trap and drain

Check for proper operation of low and high gas pressure cut-out switches

Check factory supplied gas piping and components for leakage

Check burner for proper sequence of operation



Check flame quality

Visually inspect combustion chamber, draft diverter and flue for accumulation of soot

Check boiler relief valves for leakage

Verify proper operation of low water cut-out control

Check combustion blower motor operation

Check hot water/steam temperature and pressure Check proper operation of make-up water valv

Check overall condition of unit

Document tasks performed during visit and report any observations to

appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly

Clean combustion fan wheel

Visually inspect combustion chamber, draft diverter and flue for accumulation of

soot - clean as needed

Check burner for proper sequence of operation

Check operating controls Check all safety controls

Inspect condensate piping, trap and drain Lift relief valve to ensure proper operation Check boiler relief valves for leakage

Check combustion blower motor operation and lubricate as needed Check factory supplied gas piping and components for leakage

Drain boiler, open hand hole covers and clean as needed (if applicable)

Disassemble and clean low water cut-out

Fill boiler and check for proper operation of make-up water valve

Verify proper operation of low water cut-out control

Check overall condition of unit

Record and log all operating parameters (including pressures and temperatures)

Remove and dispose any debris from any maintenance activity

Document tasks performed during visit and report any observations to

appropriate customer representative

Chiller, Air Cooled, Scroll, 41-60 Tons

Condenser Coil Cleaning (with louvers)

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water

Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to

appropriate customer representative

Oil Sample and Analysis

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Remove sample in approved container

Drop off for analysis

Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative



Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories

Check for proper chilled water flow

Check system pressures and temperatures Check refrigerant charge (sight glass) Check for proper capacity control operation

Check for proper crank case heater operation (if applicable)

Check for visual signs of refrigerant/oil leak(s)

Check for unusual noise and vibration Check for proper condenser fan operation

Check overall condition of unit

Record and log all operating parameters

Document tasks performed during visit and report any observations to

appropriate customer representative

Seasonal Shut-down

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Check for proper crank case heater operation (if applicable)

Review control panel for proper operation and recorded fault histories

Check refrigerant charge (sight glass)
Record and log all operating parameters

Shut down chiller

Check for visual signs of refrigerant/oil leak(s)

Conduct refrigerant leak check Tag chiller out of service

Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to

appropriate customer representative

Seasonal Start-up

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative to coordinate the startup of the system

Remove shutdown tag from unit

Verify the chilled water valves are in their proper operating position

Check for proper chilled water flow

Start the chiller

Review control panel for proper operation and recorded fault histories

Check system pressures and temperatures Check refrigerant charge (sight glass) Check for proper capacity control operation Check for visual signs of refrigerant/oil leak(s)

Check for unusual noise and vibration

Check overall condition of unit

Check for proper condenser fan operation Record and log all operating parameters

Document tasks performed during visit and report any observations to

appropriate customer representative

Pump, Circulating, 0-10 HP

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Check for leaks Check coupling

Lubricate pump and motor bearing(s) per manufacturer's recommendation

Record and log all operating parameters



Check for unusual noise and vibration

Check overall condition of unit

Document tasks performed during visit and report any observations to

appropriate customer representative

Unit Heater, Gas Fired, <300000 BTU

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Check integrity of unit heater supports Check and tighten electrical connections

Check igniter and pilot operation Check condition of heat exchanger

Check condition of burners and clean as required in place

Check for proper venting

Check for leaks on gas line down stream of manual shutoff

Check condition of pulley and belts (if applicable) Cycle thermostat and check for proper operation

Check for unusual noise and vibration

Check overall condition of unit

Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to

appropriate customer representative

Water Heater, Gas, 150-300GAL

Comprehensive

Check with appropriate customer representative for operational deficiencies

Check temperature

Check and tighten electrical connections

Check gas pressure
Clean flame sensor
Clean igniter
Blow down tank
Inspect water condition

Lift relief valve to ensure proper operation

Check for leaks

Check for unusual noise or vibration Clean area around equipment

Complete any required maintenance checklists, report observations to

appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency	
Year1	\$14,387.00	Annually	
Year2	\$14,963.00	Annually	
Year3	\$15,562.00	Annually	

Priced with in accordance of Sourcewell # 030817-JHN



TERMS AND CONDITIONS DEFINITIONS

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

- 1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.
- 2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.
- 3. EXTENDED SERVICE means Services performed outside JCl's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.
- 4. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer



will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.

- 5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.
- **6. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;



- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

- 1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
- (1) operate the Covered Equipment according to the manufacturer's and/or JCl's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services:
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related



software) and not permit the same to be done;

- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
- 2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCl is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCl of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCl shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCl for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS. THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

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

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the



dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

- 1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
- 2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
- 3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
- 4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
- 5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify,



manipulate, sublicense, and create derivative works from such data. JCl shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. SOFTWARE AND DIGITAL SERVICES

Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterm (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Q. Privacy.

- 1. JCl as Processor: Where JCl factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.
- 2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

R. MISCELLANEOUS PROVISIONS

- 1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
- 2. This Agreement may not be assigned by Customer without JCl's prior written consent. JCl shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCl shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCl, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCl.
- 3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
- 4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
- **6.** Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
- 7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCl's performance of the Services or its pricing thereof, JCl shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
- 8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.





November 28, 2022

JESS RICH City of Proctor 100 Pionk Drive Proctor, MN 55810

Dear JESS RICH:

Congratulations! Your safety grant application has been approved. Enclosed please find your fully executed safety grant agreement. You have 120 days in which to complete your project. The beginning date of your grant agreement is 11/28/2022 and the project end date is 03/28/2023. If you find that you are unable to complete your project within the 120 days, you must submit a request in writing for an extension before your project end date. This grant agreement is only for those items that are listed on your grant agreement.

In addition to the safety grant agreement, I have also enclosed the Certificate of Completion form. When you have completed your safety grant project, please email the attached form and include copies of invoices and proof of payment such as a copy of the check, for grant project items that were purchased.

As part of your grant agreement, you may be contacted to schedule an on-site consultation visit which will fulfill an obligation under the grant agreement. This visit is intended to verify completion of the grant project and to provide free consultation services.

Should you have any questions or concerns, you may contact the Safety Grants Administrator at (651) 284-5060, toll free at 1-800-731-7232, or via email at dli.grants@state.mn.us.

Sincerely,

Matt Lucas Supervisor Workplace Safety Consultation

Equal Opportunity Employer



November 2, 2022

JESS RICH City of Proctor 100 Pionk Drive Proctor, MN 55810

Dear JESS RICH:

Your application for a Minnesota Safety Grant has been reviewed. We have recommended approval of your application to the Commissioner's Office for \$5730.50. I am enclosing the original of your Safety Grant contract for your signature.

To expedite the processing of your application, please sign the contract via DocuSign within 8 business days. Failure to do so will result in cancellation of the award. If you do not wish to accept the award, please contact Jennifer Rouleau immediately so that we can award the funds to another applicant. If you agree to accept the grant award, please sign your name in box two on page three of the agreement. Once we receive your signed contract, it will be sent to the Commissioner's Office for approval. The date of approval will be the effective date of the contract. You will then have 120 days from that effective date to complete your project.

Please be advised that you <u>cannot</u> purchase any equipment or conduct any training <u>which is reliant on grant funds</u> prior to the effective date of your contract. Any receipts, invoices, or retainers dated prior to the agreement's effective date will **not** be covered by the grant.

A fully executed contract will be sent to you for your records along with a Certificate of Completion Form. After you complete your purchase, project, or conclude your training, submit your request for reimbursement to Jennifer Rouleau according to the instructions on the Certification of Completion Form.

Should you have any questions or concerns, you may contact our Safety Grants Administrator at (651) 284-5060, toll free at 1-800-731-7232, or via e-mail at dli.grants@state.mn.us.

Sincerely,

Matt Lucas Supervisor Workplace Safety Consultation

Equal Opportunity Employer

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Department of Labor and Industry MNOSHA Workplace Safety Consultation Unit ("STATE") and City of Proctor, 100 Pionk Drive, Proctor, MN 55810 ("GRANTEE").

Recitals

- 1. Under Minn. Stat. §79.253 the State is empowered to enter into this grant contract agreement.
- 2. The State is in need of the performance of a grant project hereunder to be important to the safety of workers.
- 3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

This Grant Contract shall be effective upon the date that the final required signature is obtained by the State. Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

One year after the effective date, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).

Perform and complete the service locator purchase.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid up to \$5730.50. Grantee certifies that the dollar for dollar matching requirement for the grant will be met by Grantee. Any cost overruns incurred in the development and implementation of the project shall be the sole responsibility of the recipient.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$5730.50.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents proof of payment/receipts and the Certificate of Completion form, and the requirements of the project have been met, for project costs expended and the State's Authorized Representative accepts the expenditures. Proof must be submitted timely and be based on the detailed records maintained of all expenditures related to the project and according to the following schedule:

Proof of payment/receipt(s) and certification upon project completion.

5 Conditions of Payment

The project described by the Grantee under this grant contract agreement must be implemented to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Ryan Nosan, Director of Workplace Safety Consultation, 443 Lafayette Road N, St Paul, MN 55155, 651-284-5060, ryan.nosan@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the project implementation provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on the Certificate of Completion form submitted by the Grantee.

The Grantee's Authorized Representative is JESS RICH, CITY ADMINISTRATOR, 100 Pionk Drive, Proctor, MN 55810, 218-628-6261, JRICH@PROCTORMN.GOV. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures

and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

agency has consulted with their legal and finance teams.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Mirri. Stat. § 16A:15 Signed:	3. STATE AGGISNA Y by: Mede Blissenhade (with defegated authority)
	Title: Temporary Commissioner:
Date:	7 Date: 11/28/2022
2. GRANTEE The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable article bylands, resolutions, or ordinances. By: 6DE2C276AC9C490	ıs,
Title:	
Date:	
By:	
Title:	
Date:	

Distribution: Agency Grantee

State's Authorized Representative

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (3 Characters) = {<>}"600, 700"

Vendor.Vendor type = {<>} "PR"

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ADMAX DISPLA	YS INC.			
35227	DULUTH CHAMBER MAP AD	11/16/2022	800.00	100-15-115-3040 Advertising
Total ADM	AX DISPLAYS INC.:		800.00	
AIRFIBER				
36726	INTERNET SERVICE - 5 STATIC IPS	12/01/2022	121.35	100-10-120-3009 Computer Services
Total AIRF	BER:		121.35	
MERICAN LEG	AL PUBLISHING			
21270	2022 S-4 FOLIO/INTERNET SUPPLEMENT	11/30/2022	972.00	100-10-120-3000 Professional Services
21270	LAND USE PAMPHLET	11/30/2022		100-10-120-3000 Professional Services
1270	TGO PAMPHLET	11/30/2022		100-10-120-3000 Professional Services
1270	PROCTOR CODE BOOK	11/30/2022		100-10-120-3000 Professional Services
21270	PROCTOR CODE BOOK - SHIPPING	11/30/2022		100-10-120-3000 Professional Services
1400	2022 S-4 FOLIO/INTERNET SUPPLEMENT	12/01/2022		100-10-120-3000 Professional Services
Total AME	RICAN LEGAL PUBLISHING:		1,279.47	
ARROWHEAD E	MS ASSOCIATION			
	ARROWHEAD EMS CONFERENCE	11/28/2022	1,140.00	100-20-220-3035 Training Expense
Total ARR	DWHEAD EMS ASSOCIATION :		1,140.00	
AT&T MOBILITY	,			
8729	FIRSTNET CELL PHONES/ HOTSPOTS	11/17/2022	874.29	100-20-210-3021 Telephone
Total AT&T	MOBILITY:		874.29	
UTO OWNERS	INSURANCE- FLOOD			
100287442 11	2023 FLOOD INSURANCE CITY HALL	11/19/2022	2,288.00	100-00-000-1550 Prepaid Expenses
Total AUTO	O OWNERS INSURANCE- FLOOD:		2,288.00	
ENTURYLINK				
1.10.22.1707	ALARM SYSTEM - WESTGATE LIFT STATION	11/10/2022	42.20	500-50-510-3021 Telephone
1.10.22.2630	ALARM SYSTEM - ALMAC LIFT STATION	11/10/2022		500-50-510-3021 Telephone
	TELEPHONE - FIRE DEPT	11/22/2022		100-20-220-3021 Telephone
Total CEN	FURYLINK :		145.25	
CIVIC SYSTEMS	S. LLC			
CVC22551	CIVIC TRAINING ON SPECIAL ASSESSMENTS	11/03/2022	300.00	100-10-120-3035 Training Expense
Total CIVIO	C SYSTEMS, LLC:		300.00	
SRI - ENVIRON	IMENTAL SYSTEMS		_	

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
94378454	ARCGIS USER RENEWAL - PAT	11/29/2022	155.45	700-71-720-3009 Computer Services
94378454	ARCGIS USER RENEWAL - SEWER JAY, RICK, MEGAN, JESS	11/29/2022	777.10	500-50-510-3009 Computer Services
Total ESRI	I - ENVIRONMENTAL SYSTEMS:		1,088.00	
FASTER SOLUT				
129457	TOURISM WEBSITE UPDATES	11/21/2022	3,900.00	100-15-115-3000 Professional Services
Total FAST	TER SOLUTIONS :		3,900.00	
GALLS				
0022072816	CLOTHING SEARCH	09/07/2022	258.10	100-20-210-2217 Clothing
22108430	CLOTHING SEARCH	09/12/2022	168.37	100-20-210-2217 Clothing
22108543	CLOTHING SEARCH	09/12/2022	65.68	100-20-210-2217 Clothing
022141051	CLOTHING SEARCH	09/15/2022	328.40	100-20-210-2217 Clothing
22151538	CLOTHING SEARCH	11/08/2022	252.92	100-20-210-2217 Clothing
Total GALI	LS:		1,073.47	
GOPHER STATI	E ONE-CALL, INC			
2110692	28 FTP TICKETS	11/30/2022	37.80	500-50-510-3000 Professional Services
Total GOP	HER STATE ONE-CALL, INC :		37.80	
GREAT AMERIC	CA FINANCIAL SERVIC			
32709032	KONICA MINOLTA BIZHUB COPIER AGREEMENT	10/26/2022	262.08	100-10-120-4400 Repairs & Maintenand
32907213	KONICA MINOLTA BIZHUB COPIER AGREEMENT	11/24/2022	172.58	100-10-120-4400 Repairs & Maintenand
Total GRE	AT AMERICA FINANCIAL SERVIC:		434.66	
NTEGRATED O	PFFICE SOLUTIONS			
INV217028	COPIER AGREEMENT	11/03/2022	362.31	100-20-210-3009 Computer Services
Total INTE	EGRATED OFFICE SOLUTIONS:		362.31	
NTEGRIS, LLC				
146935	OFFICE 365	11/30/2022	344.75	100-10-120-3009 Computer Services
Total INTE	EGRIS, LLC:		344.75	
MID STATE TRU	JCK SERVICE			
708061	DOT AND SERVICE INTERNATIONAL PLOW TRUCK	10/18/2022	624.65	100-30-300-2220 Supplies - Repair & N
Total MID	STATE TRUCK SERVICE :		624.65	
MINNESOTA EN	NERGY RESOURCES			
0502214174-0	0502214174-00001 STREET GARAGE GAS	11/14/2022	558.84	100-30-300-3080 Utilities
503508588-0	0503508588-00001 CITY HALL	11/15/2022	1,048.82	100-10-130-3080 Utilities
504812808-0	0504812808-00001 GAS UTILITY FIRE HALL	11/14/2022	473.44	100-20-220-3080 Utilities
Total MINN	NESOTA ENERGY RESOURCES :		2,081.10	
MINNESOTA TO	DURISM GROWTH COALITION			
2223	COLLABORATIVE MARKETING	11/29/2022	1,000.00	100-15-115-3040 Advertising

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
MN DEPT OF L	ABOR AND INDUSTRY			
ABR0286178X	BOILER & PRESSURE VESSEL FEES	08/27/2022	40.00	100-10-130-4400 Repairs & Maintenanc
Total MN [DEPT OF LABOR AND INDUSTRY:		40.00	
	CONSTRUCTORS OF DULUTH			
20839	ASPHALT FOR POTHOLES	09/28/2022	125.55	100-30-300-2224 Street Maintenance M
Total NOR	RTHLAND CONSTRUCTORS OF DULUTH:		125.55	
NORTHLAND F	IRE & SAFETY INC			
136211	ANNUAL FIRE EXTINGQUISHER MAINTENANCE - STREET DEPT	11/15/2022	327.10	100-30-300-2210 Operating Supplies
Total NOR	RTHLAND FIRE & SAFETY INC:		327.10	
NUSS TRUCK 8	& EQUIPMENT			
651226	ANNUAL DOT & SERVICE JOB - 2018 MACK DUMP TRUCK	11/26/2022	1,087.20	100-30-300-2220 Supplies - Repair & M
Total NUS	S TRUCK & EQUIPMENT:		1,087.20	
OREILLY AUTO	PARTS			
5993-172976	MOTOR OIL	11/21/2022	36.28	100-30-300-2212 Fuels & Lubricants
Total ORE	EILLY AUTO PARTS:		36.28	
PROCTOR JOU	IRNAL			
36787	CITY COUNCIL MINUTES 10.3.22, 10.17.22, 11.7.22	11/23/2022		100-10-110-3052 General Notices & Pub
36788	NOTICE OF PUBLIC HEARING - P&Z	11/23/2022		100-10-180-3052 General Notices & Pu
36803	LETTERHEAD LIQUIDAY SPECIAL	11/30/2022		100-10-120-2205 Office Supplies
36813	HOLIDAY SPECIAL	12/01/2022	135.00	100-10-110-3052 General Notices & Pub
Total PRO	OCTOR JOURNAL :		906.70	
QUADIENT 11172022	POSTAGE	11/28/2022	505.05	100-10-120-3022 Postage
11172022	TOURSE	11/20/2022		100-10-120-3022 1 03tage
Total QUA	ADIENT :		505.05	
RICH, JESS 111822	PLANT FOR NEW BUSINESS	11/18/2022	31.64	100-10-110-3093 Contigency Fund
Total RICH	4 IESS:		31.64	
	1, 0000.			
SATHERS 11763	CLASS 5 AND RECYCLED ASPHALT FOR STOCKPILES	11/09/2022	980.00	100-30-300-2224 Street Maintenance M
Total SATI	HERS :		980.00	
SHRED N GO IN 143135	NC SHREDDING SERVICES	11/18/2022	114.08	100-10-120-3000 Professional Services
Total SHR	RED N GO INC :		114.08	
ST LOUIS COU 11282022	NTY AUDITOR ASSESSMENT CERTIFICATION	11/28/2022	168.00	100-10-110-3000 Professional Services

City of Proctor	Payment Approval Report - City	Page: 4
	Papart dates: 1/1/2022 12/31/2022	Dec 02 2022 11:28AM

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total ST LOUIS COUNTY AUDITOR :			168.00	
STREICHER S				
11599781	HEDIN AND SEARCH VESTS NEW HIRE	11/10/2022	3,593.98	100-20-210-2217 Clothing
Total STR	EICHER S:		3,593.98	
THOMSON REL				
847292305	CLEAR THOMSON REUTERS	11/01/2022	126.45	100-20-210-4433 Dues & Subscriptions
Total THO	MSON REUTERS-WEST :		126.45	
TROYS SERVIC	E			
17785	2018 CHARGER	09/26/2022	25.00	100-20-210-4400 Repairs & Maintenanc
Total TRO	YS SERVICE :		25.00	
VIKING INDUST	TRIAL CENTER			
3254684	SAFETY ITEMS	11/22/2022	188.63	100-30-300-2210 Operating Supplies
Total VIKII	NG INDUSTRIAL CENTER:		188.63	
W.L.S.S.D.				
113022PRO1	WASTEWATER CHARGES	11/30/2022	26,582.00	500-50-510-3085 Sewer - WLSSD Billin
Total W.L.	S.S.D.:		26,582.00	
Grand Tot	als:		52,732.76	

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (3 Characters) = {<>}"600, 700"

Vendor.Vendor type = {<>} "PR"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ADT SECURIT	Y SERVICES			
11-13-22	ADT SECURITY MONITORING	11/13/2022	45.81	600-60-600-4443 Security Systems
11-13-22	ADT SECURITY MONITORING 1/23-11/23	11/13/2022		600-00-000-1550 Prepaid Expenses
Total ADT	SECURITY SERVICES:		549.74	
AMERICAN BO	OTTLING COMPANY			
3313226546	SODA	11/28/2022	222.00	600-60-600-2254 Soft Drinks & Mix
Total AME	ERICAN BOTTLING COMPANY :		222.00	
ARTISAN BEEI	R COMPANY			
3572483	BEER	11/18/2022	253.75	600-60-600-2252 Beer Purchases
Total ART	ISAN BEER COMPANY:		253.75	
BERNICK S PE	PSI			
30007551	BEER	11/22/2022	5,084.70	600-60-600-2252 Beer Purchases
30007552	SODA	11/22/2022	33.06	600-60-600-2254 Soft Drinks & Mix
30007553	BEER	11/22/2022	64.20-	600-60-600-2252 Beer Purchases
30008367	BEER	11/30/2022	2,060.00	600-60-600-2252 Beer Purchases
30008368	SODA	11/30/2022	33.06	600-60-600-2254 Soft Drinks & Mix
Total BEF	RNICK S PEPSI :		7,146.62	
BREAKTHRU E	BEVERAGE			
346661541	LIQUOR	11/23/2022	1,020.67	600-60-600-2251 Liquor Purchases
346661541	SERVICE FEE	11/23/2022	20.66	600-60-600-3033 Freight & Express
346769488	SERVICE FEE	12/01/2022	18.73	600-60-600-3033 Freight & Express
346769488	LIQUOR	12/01/2022	777.17	600-60-600-2251 Liquor Purchases
Total BRE	EAKTHRU BEVERAGE:		1,837.23	
CINTAS				
4138029819	MATS	11/21/2022	166.67	600-60-600-2210 Operating Supplies
Total CINTAS :			166.67	
JOHNSON BRO	OTHERS INC			
2182108	DELIVERY CHARGE	11/18/2022		600-60-600-3033 Freight & Express
2182108	LIQUOR	11/18/2022		600-60-600-2251 Liquor Purchases
2182109	DELIVERY CHARGE	11/18/2022		600-60-600-3033 Freight & Express
2182109	WINE	11/18/2022		600-60-600-2253 Wine Purchases
2184436	DELIVERY CHARGE	11/22/2022		600-60-600-3033 Freight & Express
2184436	LIQUOR	11/22/2022		600-60-600-2251 Liquor Purchases
2184437	WINE	11/22/2022		600-60-600-2253 Wine Purchases
2184437	DELIVERY CHARGE	11/22/2022		600-60-600-3033 Freight & Express
2188866	DELIVERY CHARGE	11/30/2022	18.45	600-60-600-3033 Freight & Express
2188866	LIQUOR	11/30/2022	945.08	600-60-600-2251 Liquor Purchases
2188867	DELIVERY CHARGE	11/30/2022	16.79	600-60-600-3033 Freight & Express

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
2188867	WINE	11/30/2022	521.91	600-60-600-2253 Wine Purchases
6469328	LIQUOR	12/01/2022	331.04-	600-60-600-2251 Liquor Purchases
Total JOH	NSON BROTHERS INC :		3,282.26	
MICHAUD DIST	RIBUTING COMPANY			
372363	BEER	11/21/2022	260.60	600-60-600-2252 Beer Purchases
372363	FUEL SURCHARGE	11/21/2022	3.00	600-60-600-3033 Freight & Express
372535	BEER	11/28/2022	212.00	600-60-600-2252 Beer Purchases
72535	FUEL SURCHARGE	11/28/2022	3.00	600-60-600-3033 Freight & Express
Total MICH	HAUD DISTRIBUTING COMPANY:		478.60	
MOOSE LAKE E				
17-003	BEER	11/22/2022	132.00	600-60-600-2252 Beer Purchases
Total MOC	SE LAKE BREWING:		132.00	
	& SPIRITS CO.			
6498026	DELIVERY	11/18/2022		600-60-600-3033 Freight & Express
3498026	LIQUOR	11/18/2022		600-60-600-2251 Liquor Purchases
6498027	WINE	11/18/2022		600-60-600-2253 Wine Purchases
3498027	DELIVERY CHARGE	11/18/2022		600-60-600-3033 Freight & Express
8499795	DELIVERY	11/22/2022		600-60-600-3033 Freight & Express
3499795	LIQUOR	11/22/2022		600-60-600-2251 Liquor Purchases
3503253	DELIVERY	11/30/2022		600-60-600-3033 Freight & Express
3503253	LIQUOR	11/30/2022		600-60-600-2251 Liquor Purchases
5503254	DELIVERY	11/30/2022		600-60-600-3033 Freight & Express
3503254	WINE	11/30/2022		600-60-600-2253 Wine Purchases
3503255	DELIVERY	11/30/2022		600-60-600-3033 Freight & Express
5503255	MIX	11/30/2022		600-60-600-2254 Soft Drinks & Mix
Total PHIL	LIPS WINE & SPIRITS CO. :		4,098.57	
PROCTOR JOU 36814	RNAL HOLIDAY ADS	12/01/2022	225.00	600-60-600-3040 Advertising
J0014	HOLIDAI ADO	12/01/2022		000-00-000-3040 Advertising
Total PRO	CTOR JOURNAL :		225.00	
RANGE PAPER 58699	BAGS	11/22/2022	23.55	600-60-600-2210 Operating Supplies
Total RAN	GE PAPER :		23.55	
SOUTHERN WII 2283759	DELIVERY	11/18/2022	24 04	600-60-600-3033 Freight & Express
2283759 2283759	LIQUOR	11/18/2022		600-60-600-2251 Liquor Purchases
2286040	DELIVERY	11/25/2022		600-60-600-3033 Freight & Express
286040	LIQUOR	11/25/2022		600-60-600-2251 Liquor Purchases
		11/20/2022		500 00 000 2251 Elquoi i uicilases
Iotal SOU	THERN WINE & SPIRITS:		3,073.15	
SUPERIOR BEV	/ERAGE (MN) FREIGHT	11/18/2022	4.00	600-60-600-3033 Freight & Express
20030267 20030267	BEER	11/18/2022		600-60-600-2252 Beer Purchases
20030267	FREIGHT	11/22/2022		600-60-600-3033 Freight & Express
20030411	BEER	11/22/2022		600-60-600-2252 Beer Purchases
2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ULLIN	11/22/2022	1,390.90	000-00-000-2232 DEEL PUICHASES

 City of Proctor
 Payment Approval Report - Liquor
 Page: 3

 Report dates: 1/1/2022-12/31/2022
 Dec 02, 2022 11:30 AM

Invoice Number		Description	Invoice Date	Net Invoice Amount	GL Acc	ount and Title
20030604	FREIGHT		11/25/2022	4.00	600-60-600-3033	Freight & Express
20030604	BEER		11/25/2022	343.85	600-60-600-2252	Beer Purchases
20030681	SHIPPING		11/29/2022	4.00	600-60-600-3033	Freight & Express
20030681	BEER		11/29/2022	418.65	600-60-600-2252	Beer Purchases
Total SUP	ERIOR BEVERAGE (MN):			4,116.15		
TOTAL REGIST 1052989	ER SYSTEMS LABELS		11/21/2022	240.03	600-60-600-2210	Operating Supplies
TOTAL RE	EGISTER SYSTEMS :			240.03		
Grand Tot	als:			25,845.32		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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