

*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, February 6<sup>th</sup>, 2023, 6:00 pm  
Council Chambers - Community Activity Center - 100 Pionk Drive

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**OTHERS PRESENT**

**APPROVAL OF MINUTES** City Council Meeting minutes from Tuesday, January 17th, 2023

**APPROVAL OF AGENDA**

**COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:**

**\*APPROVAL OF CONSENT AGENDA** One motion accepts all items listed under this agenda, plus Council can pull any individual items out of this consent agenda and discuss/act on items separately leaving others to be approved via consent agenda action.

**\*1. COMMUNICATIONS**

- A. FEMA Open House
- B. Resolution 04-23 Sales Tax Submission

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

**\*3. COMMITTEE REPORTS**

- A. Parks & Recreation Committee Meeting Minutes – Jan 26<sup>th</sup>, 2023
- B. PEDDA Minutes – December 22, 2022
- C. PUC Minutes – December 28, 2022
- D. Payroll Report

**4. CLERK ADVISES COUNCIL**

- A. Fire Call Memo
- B. PACC Rentals
- C. One Roof Community Housing – 730 5<sup>th</sup> St
- D. 2<sup>nd</sup> St Project Update

**5. UNFINISHED BUSINESS**

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

**6. NEW BUSINESS**

- A. 2023 Towing Permits
- B. Proctor Police Department – Annual Report
- C. Agreement – Midway Township Fire Services
- D. 2022 Audit – WIPFLI Engagement Letter

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

- A. Negotiations

**MEMBER CONCERNS**

Benson:

DeWall:

Johnson:

Rohweder:

Ward:

City Attorney:

**BILLS FOR APPROVAL**

General: \$ 174,792.70

Liquor: \$ 37,861.18

**TOTAL BILLS FOR APPROVAL: \$212,653.88**

**ADJOURNMENT**

MINUTES OF THE PROCTOR CITY COUNCIL MEETING JANUARY 17th, 2023

Meeting was streamed live on the Trac 7 YouTube channel

Mayor Ward called the meeting to order at 6:08 pm.

Pledge of Allegiance

Mayor Ward presents the Mayor for a Day Award to Henry Carter. Henry's essay including the need for the improvement and addition of sidewalks within the City of Proctor to promote neighborhood activities.

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

OTHERS PRESENT: City Administrator Rich, Administrative Assistant Megan Jordan, Sean Reed, Kent Gaidis, Ted Kiefat, Henry Carter, and his parents.

M/S/P: Rohweder/Johnson to approve the budget working session minutes from Tuesday, January 3<sup>rd</sup>, 2023.

M/S/P: Johnson/DeWall to approve the agenda for January 17th, adding the following item:

6H: Sales Tax

Citizens addressing the council via in person or by calling in: None

M/S/P: Ward/Benson to approve the consent agenda for Tuesday, January 17<sup>th</sup>, 2023.

4. Clerk Advises Council, Administrator Rich:

A. Joint meeting with the Police Civil Service Commission will be held prior to the February 6<sup>th</sup> council meeting at 5:00 pm.

B. City of Proctor Workers Comp Audit Statement

The annual workers comp audit has been completed, noting a refund will be received. This refund indicates progress toward the deficit spending for 2022 as noted by Finance Director Brunfelt.

C. Smart Salting for Leaders Workshop

Administrator Rich encourages participation in this free online event, which includes pertinent information related to our MS4 permitting education opportunities.

D. Essentia Health: Orange Places Project Information

This is a newly implemented initiative sponsored by Essentia Health. Administrator Rich has submitted three potential projects as indicated in the parks and comprehensive plan for the City of Proctor: Tranquility Park improvements, the blacktop park, and a project proposal received for a dog park.

E. LBAE Tentatively Scheduled: May 16<sup>th</sup> from 10:00-11:00 am.

Council members confirm attendance, meeting quorum requirements.

F. 2<sup>nd</sup> St Bonding Process

Administrator Rich is requesting direction from council as to how they would like to proceed with bonding requirements for the 2<sup>nd</sup> St project. Administrator Rich presents the two options as presented in the meeting packet. Discussion follows among council members regarding the options presented, with Councilor DeWall asking about existing bonds that could be refinanced to shop for the best rate using Baker Tilly for financial advisement services.

Administrator Rich will follow-up with council regarding proposed options.

## **6. NEW BUSINESS**

M/S/P: Rohweder/Johnson to approve resolution 02-23 as submitted, noting Chief Gaidis will submit the squad for public auction.

M/S/P: Johnson/Benson to approve the recommendation from PEDDA and appoint Trish Jauhola to the open commission seat.

2023 Designations:

M/S/P: Rohweder/Johnson (roll call vote: Rohweder Y, DeWall Y, Johnson Y, Benson abstains, Ward Y) to designate the Proctor Journal as the official city newspaper.

M/S/P: Ward/DeWall to approve the depository of city funds as submitted.

M/S/P: Ward/Rohweder to approve Jess Rich as the Compliance Officer.

M/S/Rescinded to approve Jess Rich as the Compliance Officer.

M/S/P: Ward/DeWall to name Administrator Rich as the responsible authority for data requests, the Compliance Officer, and the Designee of Records.

M/S/P: Rohweder/Benson to designate Sean Reed as the prosecuting attorney.

M/S/P: Ward/Johnson to designate John Bray as the city attorney.

M/S/P: Ward/Rohweder to designate Jim Rich as the building official.

M/S/P: Benson/DeWall to designate Jay Boysen as the building and plumbing inspector.

M/S/P: Benson/Ward to set regular city council meetings on the first and third Mondays of each month, except when the meeting falls on a holiday, in which case the meeting will be held on Tuesdays, and the meeting shall start at 6:00 pm.

M/S/P: Johnson/Rohweder to approve pay application #5 for the sand/salt shed in the amount of \$26,925.00.

M/S/P: Ward/Benson to approve resolution 03-23 as submitted.

M/S/P: Johnson/Ward to approve the non-affiliated clerk pay scale for the liquor store as submitted.

Councilor Benson gave a summary of the submission of the process for the implantation of an increased sales tax with the profits/proceeds used toward the Munger Trail spur project. Councilor Benson indicates the formally submitted resolution with updated numbers can be submitted. The deadline of January 31<sup>st</sup> is the designated deadline for submission.

M/S/P: Benson/Ward to direct Administrator Rich to submit a sales tax resolution by the January 31<sup>st</sup>, 2023 deadline.

M/S/P: Johnson/Benson to name Lowell Harnell to the Planning & Zoning Commission.

M/S/P: Rohweder/DeWall to suspend the regular city council meeting at 6:45 pm and open a closed session pursuant to §13D.06 Subd. 1(b) for labor negotiations.

M/S/P: DeWall/Johnson to resume the regular city council meeting at 7:30 pm.

## **MEMBER CONCERNS**

Benson: None

Johnson: None

DeWall:

Rohweder: None



Mayor Ward: Men of ACT are holding a bingo event at St. Rose Church on Thursday, Jan 19<sup>th</sup>.

Doors open at 6:00 pm, bingo starts at 7:00 pm. Joint Police Civil Service meeting on Feb 6<sup>th</sup> prior to the council meeting.

Administrator Rich: None

Attorney Reed: None

**BILLS FOR APPROVAL: \$143,129.52**

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

M/S/P: DeWall/Ward to adjourn the regular council meeting at 7:35 pm.

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Chad Ward

Mayor

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Jess Rich

City Administrator



FEMA

January 18, 2023

\*1A

The Honorable Chad Ward  
Mayor, City of Proctor  
City Hall  
100 Pionk Drive  
Proctor, Minnesota 55810

IN REPLY REFER TO:  
Community Name: Notice for CCO meeting  
and Open House  
City of Proctor,  
St. Louis County,  
Minnesota  
Community No.: 270425

Dear Mayor Ward:

The Federal Emergency Management Agency (FEMA) recently provided your office with a copy of the *Preliminary Flood Insurance Rate Map (FIRM)* and associated Flood Insurance Study (FIS) report for St. Louis County, MN, and Incorporated Areas. These documents were produced to revise the FIRM and FIS with updated flood hazard boundaries using new topographic data. This letter serves as notice of the Consultation Coordination Officer (CCO) meeting where we will review the maps and the appeals and comments process, and discuss considerations related to local ordinance updates and map adoption under the regulatory structure of the National Flood Insurance Program (NFIP).

FEMA has also scheduled an open house for public involvement following the CCO meeting. The open house is intended to engage the larger community and provide a venue for our team to address questions. Scheduling details for this event are provided in paragraphs below. We encourage you to promote the open house at community board meetings and other community-sponsored events, on your web site, and via social media. Digital files of the *Preliminary FIRM* and FIS report can be downloaded from this website: <https://hazards.fema.gov/femaportal/prelimdownload/>. A paper copy of these documents was also mailed to community officials.

**Community Officials - FEMA CCO Meeting:** Two CCO meetings have been scheduled for your convenience. Please attend whichever works best for your community. This meeting should be attended by elected officials, community staff and officials, and community consultants.

St. Louis County MN - FEMA Consultation Coordination Officer (CCO) meeting 1  
Wednesday, February 15, 2023 | 2:00 p.m. – 4:00 p.m. CT  
Virginia Public Works Lake Vermillion Room  
7823 State Highway 135  
Virginia, MN 55792

St. Louis County MN – FEMA Consultation Coordination Officer (CCO) meeting 2  
Thursday, February 16, 2023 | 2:00 p.m. – 4:00 p.m. CT  
Public Works Pike Lake Conference Room  
4787 Midway Road  
Duluth, MN 55811

Our agenda for the CCO meeting includes a formal presentation with time for questions and answers and a breakout session for one-on-one discussion with members of our map-production team. We will briefly explain flood zone designations, discuss the mapping process, review a rough timeline for the appeals process, and step through concepts for how these maps will be utilized under the NFIP. Participation in the NFIP stipulates that your community adopt the new flood risk data into your local flood protection regulations by the time the new FIRM goes into effect. This data should also inform community planning processes and outreach efforts for better resiliency in response to flood and storm events.

**Public Open House:** Two Open Houses have been scheduled for your convenience. Please attend whichever works best for you. Each Flood Map Information Open House will be held following each CCO meeting. Please help us promote this public event with the information listed below:

St. Louis County MN - FEMA Public Open House 1  
Wednesday, February 15, 2023 | 5:00 p.m. – 7:00 p.m. CT  
Virginia Public Works Lake Vermilion Room  
7823 State Highway 135  
Virginia, MN 55792

St. Louis County MN – FEMA Public Open House 2  
Thursday, February 16, 2023 | 5:00 p.m. – 7:00 p.m. CT  
Public Works Pike Lake Conference Room  
4787 Midway Road  
Duluth, MN 55811

The open house is a means to begin dialogue regarding the *Preliminary* FIRM and meet with residents in a one-on-one environment. FEMA is interested in talking directly to property owners, realtors, insurance agents, surveyors, developers, and representatives of lending institutions. The FEMA team will be available to explain site-specific questions for the new map and provide information on NFIP flood protection standards and flood insurance.

Again, FEMA requests your help in getting the word out about the public open house. Enclosed is a sample news release that you may use as an example to publicize the event.

Questions specifically related to the *Preliminary* FIRMs or FIS should be directed to Brett Holthaus of our contract production team, who can be reached at (240) 264-8028 or by email at [brett.holthaus@atkinsglobal.com](mailto:brett.holthaus@atkinsglobal.com). All other questions should be directed to Pamela Broviak, who can be reached by phone at (312) 408-4436 or by e-mail at [Pamela.Broviak@fema.dhs.gov](mailto:Pamela.Broviak@fema.dhs.gov).

Sincerely,



Mary Beth Caruso  
Director, Mitigation Division  
FEMA Region 5

The Honorable Chad Ward  
January 18, 2023  
Page 2

Enclosures: Press Release  
Open House Flyer

cc: Jessica Rich, City Administrator, City of Proctor  
Ceil Strauss, State NFIP Coordinator, Minnesota Department of Natural Resources  
Jeff Weiss, Mapping Coordinator, Minnesota Department of Natural Resources  
Pam Broviak, Regional Engineer, FEMA Region 5  
Brian Killen, NFIP Specialist, FEMA Region 5

February 2023  
RV-NR-2023-  
FEMA News Desk: (312) 408-4455  
R5-fema-news-desk@fema.dhs.gov

## News Release

### **St. Louis County Residents Invited to Attend Flood Map Information Open House**

Members of the public can review preliminary flood maps and talk to experts about how the maps can affect communities and property owners

**CHICAGO** – Representatives from FEMA will host a Flood Map Information Open House for communities in St. Louis County, Minnesota, on February 15, 2023, from 5 – 7 p.m. CT and on February 16, 2023, from 5 – 7 p.m. CT. The open house will give residents a chance to review preliminary versions of the recently completed Flood Insurance Study (FIS) report and its accompanying preliminary Flood Insurance Rate Maps (FIRMs).

The FIS and the FIRMs provide base flood (also known as the 1% -annual-chance event) information, designate areas that are subject to significant flood hazards within the county and offer information that public officials may use to guide development in the floodplain.

Experts at the open house will help residents understand flood risk and flood insurance, floodplain development regulations and the mapping process. Residents can meet with experts one-on-one to view their own addresses on the new maps. They'll learn about their specific risk and ways to help prevent flood loss.

Once effective, the maps will be used as the basis for flood insurance ratings as well as local flood protection regulations adopted under the National Flood Insurance Program. FEMA encourages public officials to use the maps to assist planning processes and prepare communities to quickly respond to and recover from future events. Details for the St. Louis County meetings are as follows:

**WHAT:** St. Louis County—Flood Map Information Open House

**WHEN:** February 15, 2023, 5–7 p.m. CT

**WHERE:** Virginia Public Works  
Lake Vermillion Room  
7823 State Highway 135  
Virginia, MN 55792

**WHEN:** February 16, 2023, 5–7 p.m. CT

**WHERE:** Public Works Pike  
Lake Conference Room  
4787 Midway Road  
Duluth, MN 55811

Property owners, realtors, lenders, and insurance agents are urged to take advantage of this opportunity to learn more about flood risk and hazard mitigation within their community. Digital files of the Preliminary FIRM and FIS report can be downloaded from [www.fema.gov/preliminaryfloodhazarddata](http://www.fema.gov/preliminaryfloodhazarddata).

If you need a reasonable accommodation (sign language interpreters, Braille, CART, etc.), please send an e-mail to [FEMA-Region5-FloodInsuranceOutreach@fema.dhs.gov](mailto:FEMA-Region5-FloodInsuranceOutreach@fema.dhs.gov) at least 48 hours before the event. Last minute requests will be accepted but may not be possible to fulfill.

For more information, contact the FEMA News Desk at [FEMA-R5-News-Desk@fema.dhs.gov](mailto:FEMA-R5-News-Desk@fema.dhs.gov).

###

FEMA's mission is helping people before, during and after disasters.

# ST. LOUIS COUNTY

## FLOOD MAP INFORMATION OPEN/HOUSE MEETING



Preliminary Flood Insurance Rate Maps have been released for St. Louis County. Attend the Flood Map Information Open House to learn about your risk of flooding and how your property may be impacted.

Wednesday, Feb. 15, 2023,  
From 5 p.m. to 7 p.m. CT

Virginia Public Works  
Lake Vermilion Room  
7823 State Highway 136  
Virginia, MN 55792



FEMA

Thursday, Feb. 16, 2023,  
From 5 p.m. to 7 p.m. CT

Public Works  
Pike Lake Conference Room  
4787 Midway Road  
Duluth, MN 55811

NOTE: THERE IS NO FORMAL PRESENTATION  
DURING THE OPENHOUSE MEETING

If you need a reasonable accommodation (sign language interpreters, Braille, CART, etc.), please send an email to [FEMA-Region6-FloodInsuranceOutreach@fema.dhs.gov](mailto:FEMA-Region6-FloodInsuranceOutreach@fema.dhs.gov)

at least 48 hours before the event. Last minute requests will be accepted but may not be possible to fulfill.



Chad Ward  
Mayor

Jess Rich  
City Administrator

# City of Proctor

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*You Have A Place In Proctor*

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

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

\*1B

## RESOLUTION 04-23 IMPOSE A LOCAL SALES TAX

TO FUND SPECIFIC CAPITAL IMPROVEMENTS PROVIDING REGIONAL BENEFIT, TO ESTABLISH THE DURATION OF THE TAX AND THE REVENUE TO BE RAISED BY THE TAX, AND TO AUTHORIZE THE CITY TO ISSUE BONDS SUPPORTED BY THE SALES TAX REVENUE.

WHEREAS, the city has engaged community residents and businesses and identified:

A Community Initiative: This initiative would create the missing link to The Proctor – Hermantown Munger Trail Spur which will be a 10-foot-wide paved regional trail that accommodates multiple non-motorized uses. The trail will connect Proctor to the Hermantown Munger Trail Spur at its border and Proctor's Southern Border near the Munger Trail.

The estimated cost to construct the trail spur \$17,250,000. Proctor's portion of project is estimated at \$6,900,000 at 4% Proctor would have a semi-annual payment of \$251,368 with interest, over 20 years the total cost would be \$10,054,720.

The estimated annual revenue based on one-half percent sales tax is \$245,000.

WHEREAS, the project(s) will result in benefits to both the residents and businesses of the City of Proctor and to non-resident visitors and businesses; and,

WHEREAS, funding the project(s) with a local sales tax will more closely distribute the cost of the project(s) to the users of the facilities; and,

WHEREAS, the city estimates that a local sales tax of one-half percent (0.5%) would generate an estimated \$4,900,000 over 20 years; and,

WHEREAS, the city has provided documentation of the regional significance of the project, including the share of the economic benefit to or use of each project by persons residing, or businesses located, outside of the jurisdiction; and,

WHEREAS, Minn. Stat. § 297A.99 authorizes the imposition of a general sales tax if permitted by special law of the Minnesota Legislature; and,

WHEREAS, Minn. Stat. § 297A.99 requires the City to pass a resolution authorizing such a local tax and to obtain Legislative approval prior to approval by the local voters to enact the local tax;

THEREFORE, BE IT RESOLVED the following:

1. The city council supports the authority to impose a general local sales tax of one-half (0.5) percent for a period of 20 years to fund the aforementioned project(s);
2. Upon approval of this resolution, the city will submit the adopted resolution and documentation of regional significance to the chairs and ranking minority members of the House and Senate Taxes committees for approval and passage of a special law authorizing the tax, by January 31 of the year that it is seeking the special law.



3. Upon Legislative approval and passage of the special law authorizing the tax, the city will adopt a resolution accepting the new law, which will be filed with a local approval certificate to the Office of the Secretary of State before the following Legislative session.

4. The city will put a detailed ballot question(s), which includes separate questions for each project, on a general election ballot for local voter approval. This will be done within two years of receiving legislative authority.

5. If one or more ballot questions pass, the city will also pass an ordinance imposing the tax and notify the Commissioner of Revenue at least 90 days before the first day of the calendar quarter that the tax will be imposed.

6. Upon completion of the aforementioned requirements, the local sales tax will commence and run for twenty year or until a sum sufficient to fund the voter approved project(s), including related debt costs, is raised, whichever comes first.

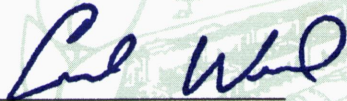
Councilor Benson introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Mayor Ward and, upon a vote being taken thereon, the following voted in favor thereof: ALL

The following voted in opposition thereto: NONE

Such resolution has been duly passed and adopted this 17<sup>th</sup> day of January 2023.

Attest:



Chad Ward  
Mayor



Jess Rich  
City Administrator

CITY OF PROCTOR  
CORPORATE SEAL

1894

*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"*

*Draft* MINUTES  
PROCTOR PARKS AND RECREATION MEETING  
Thursday, January 26, 2023

Meeting was called to order at 2:40 p.m.

Members present were Jim Rohweder, Rory Johnson, Jennifer McDonald, Rick Lalonde, Anthony Wood, Sheri Krizek

Others present were Administrator Jessica Rich, Megan Jordan, Sally Hedtke, and Sherm Carlson, Christy Strohm, Dean Dahlvang from the READ Foundation.

Motion by Jim Rohweder, second by Anthony Wood to approve the Minutes of June 10, 2022.

Motion by Jennifer McDonald, second by Rory Johnson to approve the Agenda of January 26, 2023.

COMMITTEE ORGANIZATION

Motion by Jennifer McDonald, second by Anthony Wood and passed to nominate Jim Rohweder as Chair, Rick Lalonde as Vice-Chair, and city staff as secretary.

UNFINISHED BUSINESS

- A. Playground for EveryBody Update given by Jennifer McDonald. She reported on benches and wheelchair swing installation. Keys are available at city hall, and it is acceptable to hand out keys. Administrator Rich gave an update on the DNR Grant award, donations and financial standing.
- B. Trails Update given by Jess Rich. Jim Rohweder stated that the Kingsbury and North 40 Trails suggest smaller projects prior to the Munger Spur Trail project. Council approved .5% for Munger Trail Spur. Members discussed the food and beverage tax funding. Cohesive signage for the trails was discussed.
- C. School/City Softball Field update given by Administrator Rich. An agreement to sell both softball field 1 and the concession stand to the school is pending. Upon the sale of the property to the school, Council has approved that the proceeds will go to the Playground for EveryBody.
- D. Kingsbury Creek Trail update given. Cohesive signage and maps need to tie into trails systems, including Kirkus Street trails. Discussion on having a kiosk and signage.
- E. 3<sup>rd</sup> and 1<sup>st</sup> - Basketball Court Park was discussed by Jess. She will submit a grant through the Project Orange program at Essentia, managed by Russell Haberman.

## NEW BUSINESS

- A. Pickleball Facility. Jess and members of Read Foundation gave a summary of the project to date. Members discussed where the courts would be, with options of near Playground for EveryBody, using the outdoor rinks next to St. Luke's Arena and on land owned by the Fairgrounds where old outdoor rinks were. Consensus was reached that the land near the Playground would not work. Members discussed the need to include PAHA in discussions, as well as Mary Korich with the Fairgrounds.

MEMBERS SUGGESTIONS – Rory asked that the committee meet again soon, with Jess saying she will get meeting invites out after getting additional information on the surface cover and talking with Neil from PAHA and Mary from the Fairgrounds.

NEXT MEETING DATE - No date set.

Minutes of the Proctor Economic Development Authority Meeting held at 6:00 p.m. Tuesday, December 13, 2022, at the Proctor Area Community Center.

Meeting was called to order by PEDA Chair Madson at 6:00 p.m.

MEMBERS PRESENT: Chair Eric Madson, Commissioner Schwarzbauer, Mayor Chad Ward, Commissioner Troy DeWall, Commissioner Eric Bingaman

OTHERS PRESENT: City Administrator Jess Rich, City Attorney John Bray

Motion by Mayor Ward, seconded by Commissioner Bingaman and carried (5-0) to approve the October 2022 Minutes.

Motion by Commissioner Bingaman, seconded by Mayor Ward and carried (5-0) to approve the agenda with the deletion of 6.A. Closed Session.

Secretary Rich reported the 200 6<sup>th</sup> Street Conditional Use was approved.

Secretary Rich reported on the following: Cissus Housing Forum, Financial Report and Year End Report, City Committee and Commission Terms and Vacancies, 2<sup>nd</sup> Street Update,

Motion by Mayor Ward, seconded by Chair Madson to use remaining 2022 budget at year end to make a principal payment on PEDA's loan to PUC. Aye: Madson, Schwarzbauer, Ward. Abstain: Bingaman and DeWall.

Motion by Chair Madson, seconded by Schwarzbauer to have Administrator Rich explore the cost to have an utility extension feasibility study for city acreage located on Kirkus Street. Aye: Madson, Schwarzbauer, Ward. Abstain: Bingaman and DeWall.

Motion by Chair Madson, seconded by Commissioner Bingaman and carried (4-0 – DeWall Abstaining) to accept the resignation of Commissioner DeWall from PEDA.

#### MEMBER CONCERNS

Chair Madson: None

Mayor Ward: Thanked the PUC for participating in the holiday lighting contest.

Commissioner Schwarzbauer: Reported he attended ETS Performance (training center co-owned by CJ Ham) open house in October.

Commissioner Bingaman: None

Motion by Commissioner Bingaman, seconded by Mayor Ward carried (4-0) to adjourn at 7:21PM.

Respectfully Submitted: PEDA Secretary, Jess Rich

Minutes of the Proctor Public Utilities Commission meeting held on Wednesday, December 28, 2022 at 4:30 p.m. in the Council Chambers at Proctor City Hall.

The following members were present:

Jennifer Cady  
Eric Bingaman  
Troy DeWall

\*3C

Others who were present:

Charliene Jones, Commission Secretary  
Jessica Rich, City Administrator

### **APPROVAL OF AGENDA**

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

**APPROVAL OF THE MINUTES OF:** December meeting minutes will be approved at next meeting.

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

Motion by Bingaman, seconded by DeWall and carried: To approve the payroll pay dates of 12/9/22 & 12/23/22.

**DELINQUENT ACCOUNTS** were discussed. Only one customer has been put on a limiter so far, but they have paid so it has already been removed.

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

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

- A. Water Maintenance Contractor update. Had water break on main in front of 1226 2<sup>nd</sup> Ave that just got repaired yesterday. Contractor came back today to install curb and cold mix as a patch for winter.

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

- A. 2<sup>nd</sup> Street Project from 5<sup>th</sup> Ave to 9<sup>th</sup> Ave update. Looping the watermain system, water main size and assessments on 9<sup>th</sup> Avenue were all discussed. Due to the building growth of the school and the low gpm in the area, it is necessary to loop our watermain on 9<sup>th</sup> Ave. The current 675 gpm is not adequate flow for the school's fire protection system. By looping our watermain, it would increase the capacity to over 1,000 gpm.

Motion by Bingaman, seconded by Cady and carried: To leave the watermain sizing on 2<sup>nd</sup> Street at 10" from 5<sup>th</sup> to 6<sup>th</sup> Ave and 8" from 6<sup>th</sup> to 8<sup>th</sup> Ave and increase it to 8" from 8<sup>th</sup> to 9<sup>th</sup> Ave and add 8" main on 9<sup>th</sup> Ave from the alley between 1<sup>st</sup> St & 2<sup>nd</sup> St to 3<sup>rd</sup> St. The Commission will follow the assessment policy in place and assess the school for up to 30% of the cost of the 9<sup>th</sup> Ave main.

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

- A. PUC Meter Reader/Water Technician position update. Pat has completed the hydrant winterizing and has been busy lowering valve boxes to get ready for winter snowplowing.

- B. Booster (Pump) Station update was reviewed. Pay app #5 was tabled until next meeting.
- C. Sand Salt Building Project update. Project is buttoned up for the winter and will resume in the spring.
- D. Tree trimming update. \$100K is budgeted for 2023. Secretary will let our vegetation manager know to get the process going, so crews can start in the spring.
- E. SEH Meeting Minutes of 11-16-22 were reviewed.
- F. CN Railroad & ISD 704 CIP Rebate Requests were reviewed. These last two rebates of 2022 will fulfill our annual requirements for the program.

Motion by Cady, seconded by Bingaman and carried: To approve both the CN Railroad CIP Rebate in the amount of \$2,698.44 and the ISD 704 CIP Rebate in the amount of \$5,973.16.

**4. FINANCIAL STATEMENTS**

- A. The MP power bill was reviewed for November billing.
- B. The SWL&P & MP November maintenance bills were reviewed.
- C. PUC financial reports were discussed.
- D. 2023 PUC Budget was tabled until January meeting.

**5. APPROVAL OF BILLS**

- A. The bills listings were reviewed.

Motion by Cady, seconded by Bingaman and carried: To approve the bills presented and on file at the utility office, including all electronic payments for sales tax & payroll payables. Payable checks #019919 thru #019939.

**6. COMMUNICATIONS**

- A. Billing insert on back side of utility bills was discussed.
- B. City Administrator correspondence was discussed.
- C. City of Proctor Lighting Contest was discussed.

**7. LABOR & NEGOTIATION ISSUES**

**8. MEMBERS CONCERNS**

- A. Commission discussed meeting agenda and packet distribution timing.

Motion by Bingaman, seconded by DeWall and carried: To adjourn the meeting at 6:03 p.m.

---

Charlene Jones, Commission Secretary

---

Jennifer Cady, Chair

\*3D

**City of Proctor**  
**Payroll Summary by Department**

Check Date Range      1/20/2023                      to                      1/20/2023

<b>Department</b>	<b>Gross Wages</b>	<b>Overtime Hours</b>	<b>Overtime Wages</b>	<b>Double Overtime Hours</b>	<b>Double Overtime Wages</b>
Council	2,200.00	-	-	-	-
City Admin	7,096.80	-	-	-	-
Finance	2,968.00	-	-	-	-
Police Department	24,615.88	14.50	667.75	-	-
Fire Department	-	-	-	-	-
Street Department	10,078.16	15.50	685.83	-	-
Liquor Store	4,717.68	-	-	-	-
PUC	6,257.35	7.75	301.55	-	-
Committees	-	-	-	-	-
Election Judges	-	-	-	-	-
<b>Total</b>	<b>57,933.87</b>	<b>37.75</b>	<b>1,655.13</b>	-	-



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 · Phone: 218-624-3641 · Email: [cityhall@proctormn.gov](mailto:cityhall@proctormn.gov)

## 4A

Date: January 31, 2023  
To: City Council  
From: Fire Chief Helquist  
Re: 2022 Call Report and Changes to Mutual Aid

### Proctor Fire/EMS Calls

	2018	2019	2020	2021	2022
Fire	90	97	95	87	89
Medical	79	350	349	379	425
Mutual Aid	27	19	22	28	32
Midway Fire	38	37	29	30	42
Midway Medical Mutual Aid	15	6	5	15	23
Total# of Calls	391	473	466	494	546

CHANGE IN MUTAL AID: The City of Duluth has been added to mutual call box which means area fire department will be automatically dispatched to certain fire calls in the City of Duluth.

## CITY OF PROCTOR - APPLICATION FOR TOWING PERMIT

Date 2/2/23  
 Name USA TOWING & RECOVERY  
 Address 921 RAILROAD AVE Phone 729-522  
 Name of Business USA TOWING & RECOVERY  
 Insurance Company E.M.C

Insurance Coverage: Applicant shall provide an insurance certificate naming the City as an additional insured in the minimum amounts following: (every policy required shall contain an endorsement providing for thirty days notice to City Clerk of Proctor in the event of any material change or cancellation of such policy)

SEE  
ATTACHED

Comprehensive General Liability in the amount of \$100,000 for any one person and \$300,000 for two or more persons

Worker's compensation insurance and employer's liability insurance as required by law

Automobile liability and property damage insurance and basic economic loss benefits or personal injury protection endorsement (including coverage for non-owned and hired vehicles - in same limits as for comprehensive general liability coverage)

Fire, theft, and garagekeeper's liability loss coverage of at least \$25,000

Number and type of wreckers and license numbers of wreckers

Address of storage location 921 RAILROAD AVE  
PROCTOR, MN 55810

I am familiar with and hereby comply with all rules and regulations stated in the City of Proctor's Municipal Towing and Stowage Ordinance governing the towing permits.

Signature of Applicant [Signature]  
 Fee 35.00 Permit starting day 7/1/2023 and expiring on 1/31/2023

I have inspected the above applicants property and find it to be an acceptable use within its zone, large enough to store automobiles and satisfies the requirements of the zone in which it is located, and if effectively screened from adjacent residential developments.

\_\_\_\_\_  
 City Administrator

\_\_\_\_\_  
 Chief of Police

\_\_\_\_\_  
 Bldg Official or Fire Chief (if deemed necessary)

\_\_\_\_\_  
 Date Inspected





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Reliable Agency, Inc PO Box 620 Cloquet MN 55720	<b>CONTACT NAME:</b> Becky Haley <b>PHONE (A/C, No, Ext):</b> 218-655-3358 <b>E-MAIL ADDRESS:</b> bhaley@reliablemn.com <b>FAX (A/C, No):</b> 218-655-1169
<b>INSURED</b> USA Towing & Recovery 2317 Venice St Proctor MN 55810	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Employers Mutual Casualty Co <b>INSURER B:</b> SFM <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 918758587**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4D85845	1/6/2023	1/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4E85845	1/6/2023	1/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			4J85845	1/6/2023	1/6/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			44324.214	1/6/2023	1/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	On Hook Coverage			4E85845	1/6/2023	1/6/2024	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Verification of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

City of Proctor  
100 Pionk Drive  
Proctor MN 55810

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Wreckers

## Troy's Towing

Name	Type	Color	Lic #
2) 2018 International	Flat Bed / Roll Back	Red	YBU-7762 MN
3) 2020 Bob Cat	Skid Steer / Loader	White	N/A
4) 2019 F-550	Flat Bed / Roll Back	Red	YBX7590 MN

## USA Towing and Recovery

Name	Type	Color	Lic #
1) 2018 F-550	Flat Bed / Roll Back	Red	YBW-5449 MN
1) 2017 Dodge	Twin Line Quick Loader	Red	YBT-9610 MN
2) 2014 Peterbilt	Heavy / Med Wrecker	Red	YBK-7432 MN
3) 2023 International	Med / Flatbed-Roll Back	Red	New



CITY OF PROCTOR - APPLICATION FOR TOWING PERMIT

Date 2/2/23  
Name TROY'S TOWING  
Address 921 RAILROAD AVE Phone 624-2948  
Name of Business TROY'S TOWING  
Insurance Company AUTO OWNERS INSURANCE

Insurance Coverage: Applicant shall provide an insurance certificate naming the City as an additional insured in the minimum amounts following: (every policy required shall contain an endorsement providing for thirty days notice to City Clerk of Proctor in the event of any material change or cancellation of such policy)

SEE ATTACHED

Comprehensive General Liability in the amount of \$100,000 for any one person and \$300,000 for two or more persons

Worker's compensation insurance and employer's liability insurance as required by law

Automobile liability and property damage insurance and basic economic loss benefits or personal injury protection endorsement (including coverage for non-owned and hired vehicles - in same limits as for comprehensive general liability coverage)

Fire, theft, and garagekeeper's liability loss coverage of at least \$25,000

SEE ATTACHED

Number and type of wreckers and license numbers of wreckers

Address of storage location \_\_\_\_\_

I am familiar with and hereby comply with all rules and regulations stated in the City of Proctor's Municipal Towing and Stowage Ordinance governing the towing permits.

Signature of Applicant [Signature]

Fee 35.00 Permit starting day 1/1/2023 and expiring on 1/31/2023

I have inspected the above applicants property and find it to be an acceptable use within its zone, large enough to store automobiles and satisfies the requirements of the zone in which it is located, and if effectively screened from adjacent residential developments.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Bldg Official or Fire Chief (if deemed necessary)

\_\_\_\_\_  
Date Inspected

INSURANCE COMPANY 16144  
6101 ANACAPRI BLVD, LANSING, MI 48917-3968

## WORKERS COMPENSATION & EMPLOYERS LIABILITY INFORMATION PAGE-RENEWAL AGREEMENT

AGENCY RELIABLE AGENCY INC  
06-0629-00 MKT TERR 067 (218) 879-4663

Renewal Effective 11-08-2022

**POLICY NUMBER A106-559-173**

INSURED DEWALL'S SERVICE CENTER INC  
DBA TROY'S AMOCO

Company Use 08-17-MN-1122

ADDRESS 2317 VENICE ST  
PROCTOR, MN 55810-2505

Company  
Bill

### POLICY PERIOD

12:01 A.M. 12:01 A.M.  
11-08-2022 to 11-08-2023

**ITEM 1. INSURED:** DEWALL'S SERVICE CENTER INC  
DBA TROY'S AMOCO  
302 2ND ST  
PROCTOR, MN 55810-1611

**INSURED IS:** Corporation

**ITEM 2. POLICY PERIOD:** 11-08-2022 (12:01 A.M.) to 11-08-2023 (12:01 A.M.)  
(Based on the insured's address shown in Item 1.)

**ITEM 3. A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to Workers Compensation Law of the states listed here: MN

**B. EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in ITEM 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$100,000	Each Accident
Bodily Injury by Disease	\$100,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

**C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states (Ohio, Washington, Wyoming & North Dakota), Puerto Rico, the U.S. Virgin Islands, and the states designated in ITEM 3.A. of the Information Page.

**ITEM 4.** The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.



# Wreckers

## Troy's Towing

Name	Type	Color	Lic #
2) 2018 International	Flat Bed / Roll Back	Red	YBU-7762 MN
3) 2020 Bob Cat	Skid Steer / Loader	White	N/A
4) 2019 F-550	Flat Bed / Roll Back	Red	YBX7590 MN

## USA Towing and Recovery

Name	Type	Color	Lic #
1) 2018 F-550	Flat Bed / Roll Back	Red	YBW-5449 MN
1) 2017 Dodge	Twin Line Quick Loader	Red	YBT-9610 MN
2) 2014 Peterbilt	Heavy / Med Wrecker	Red	YBK-7432 MN
3) 2023 International	Med / Flatbed-Roll Back	Red	New



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DATE (MM/DD/YYYY)

2/2/2023

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<b>PRODUCER</b> Reliable Agency, Inc PO Box 620 Cloquet MN 55720	<b>CONTACT NAME:</b> Becky Haley <b>PHONE (A/C, No, Ext):</b> 218-655-3358 <b>E-MAIL ADDRESS:</b> bhaley@reliablemn.com <b>FAX (A/C, No):</b> 218-655-3358
<b>INSURED</b> DeWall's Service Center, Inc. 2317 Venice Street Proctor MN 55810	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Owners Insurance Company <b>INSURER B:</b> Auto-Owners Ins. Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1058387485

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08417496	11/8/2022	11/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5149184200	11/8/2022	11/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	A106559173	11/8/2022	11/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Verification of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

City of Proctor  
100 Pionk Drive  
Proctor MN 55810

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**FIRE PROTECTION SERVICES AGREEMENT BETWEEN  
THE TOWN OF MIDWAY AND THE CITY OF PROCTOR**

It is hereby agreed by and between the City of Proctor hereinafter known as the City, and the Town of Midway, hereinafter known as the Town, both in the County of St. Louis, State of Minnesota, as follows:

PERIOD. January 1, 2023 through December 31, 2025

SECTION I. The City agrees to furnish fire service and fire protection within the Town Area for the compensation and on the terms hereinafter set forth, and the City further agrees that its firemen will make a reasonable effort to attend all fires within the Town Area whenever it is notified of such fires, subject to the following conditions:

1. In responding to fire calls within the Town Area, the City Fire Department will use the fire apparatus, and equipment of the City of Proctor, and will furnish an adequate number of firemen to operate such apparatus and equipment.
2. Two or more fire calls received from the Town Officers or from property owners within the Town Area shall be answered in the order of their receipt unless the Fire Chief or other officer in charge of the fire department shall direct otherwise. Such deployment shall be under the sole discretion of the Fire Chief of the City.
3. Road and weather conditions must be such that fires runs within the Town Area can be made with reasonable safety to the fireman of the City. The decision of the Fire Chief or other officer in charge of the fire department at the time, as to such conditions shall be final.
4. The City shall not be liable to the Town for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire whether such loss or damage is cause by the negligence of the officers, agents, or employees of the City of its fire department, or otherwise.

SECTION II. The City further agrees:

1. To make no claim against the Town for damage to the property of the City or for injury to its firemen while in route to, serving at, or returning from fires within the Town Area unless caused by the reckless or deliberate conduct of the Town.
2. It is understood that any Midway resident can apply for an open position on the Proctor First Responders/Fire Department

SECTION III. The Town agrees as follows:

1. To pay the City for the services of its firemen, insurance, maintenance, administrative costs, gasoline and oil, fire alarm system, etc., This annual payment is due by February 1<sup>st</sup> of that year.

2020 \$14,120 2%  
2021 \$14,402 2%  
2022 \$14,690 2%

2023 \$15,277 (3%)  
2024 \$15,888 (3%)  
2025 \$16,524 (3%)

2. Capital Equipment Payment. Said payment shall be made annually and deposited to the Fire Department Capital Equipment Fund. This annual payment is due by February 1<sup>st</sup> of that year.

2020 \$12,619 4%  
2021 \$13,124 4%  
2022 \$13,649 4%

2023 \$14,058 3%  
2024 \$14,480 3%  
2025 \$14,914 3%

3. ~~Should there be more than fourteen (14) calls per year within the Township limits of Midway, which the fire department responds to,~~ the Town shall pay:

2020 \$776 per call  
2021 \$776 per call  
2022 \$776 per call

2023 \$600 per call  
2024 \$625 per call  
2025 \$650 per call

These amounts are in addition to the payments in Section III. 2. and Section III. 3. Above and due within 30 days of Proctor's submission of billing.

To make a town fire protection tax levy or otherwise provide funds each in an amount sufficient to cover any expenditure that Town may be called upon to make in performing its obligation under this agreement.

SECTION IV. That the Town further agrees:

1. The City agrees to pay for any replacement of parts or repairs of any apparatus or equipment necessitated by its use. In addition, the Town agrees that any equipment operated by the City may be used outside the City or the Town in

response to mutual aid requests received by the City pursuant to Mutual Aid agreements with other agencies.

- 2. The fire department of the City agrees to notify the Town, through its Clerk/Administrator, quarterly of all fires which occur in the Township. Said notification shall be made in writing. The fire department shall provide vehicle license number, car make, owners name and owners address relating to responses to vehicle incidents on roadways in Midway if practicable based on the circumstances of the call.
- 3. That the City shall have inspection privileges as to the location and whereabouts of any and all gasoline pumps, oil pumps, or any other pump or storage tank, or fixture which is used for combustible or volatile liquors of any type. Said inspection shall be made by the Fire Chief (or their designee) as to the location, type and use of said pumps or storage tank. In order to pay for said inspection, the Township shall pay the charge per inspection which shall be paid directly to the inspector.

THIS AGREEMENT shall be in force and effect for a term of thirty-six (36) months commencing January 1, 2023, and shall be subject to renewal upon sixty (60) days' notice on the part of either part for negotiation. Such notice will not be given, however, until this agreement has been in effect for at least one year.

IN WITNESS WHEREOF, the officers of the respective governmental bodies have heretofore set their signatures.

CITY OF PROCTOR

_____	By: _____
Date	Mayor
_____	By: _____
Date	City Administrator
_____	By: _____
Date	Proctor Fire Chief

TOWN OF MIDWAY

_____	By: _____
Date	Chairman of Town Board
_____	By: _____
Date	Town Clerk

6D

December 21, 2022

To the Honorable City Council  
City of Proctor  
100 Pionk Drive  
Proctor, MN 55810

Dear City Council:

We are pleased to serve as the independent auditors for City of Proctor ("Client") for the year ended December 31, 2022. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement and is collectively referred to herein as the "Letter" or the "Engagement Letter."

### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$27,400. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

In addition, Wipfli will be adding fees of \$600 for the implementation of Government Accounting Standards Board GASB 87 Leases.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund and aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Client, as of and for the year ended December 31, 2022.

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with GAAP ; and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Our report will state that the report is not suitable for any other purpose. Our audit will be conducted in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions.

Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Employer's Contribution
3. Schedule of Employer's Share of Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining Non-Major Governmental Fund Statement

#### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding

sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Audit Procedures – Internal Control

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

#### Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it

necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

The audit shall be conducted on Client premises at a mutually agreeable time, and Client shall provide space deemed adequate by the auditor.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

## Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete



the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to also issue the following report as further described in the Audit Scope and Objectives section of this letter:

- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.

If during our audit we become aware that Client is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with generally accepted auditing standards established by the Auditing Standards Board ("United States") and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with Leslie Brunfelt. Timely completion of this work will facilitate the completion of our engagement.

### Engagement Administration

Michelle Swoboda, CPA will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

### Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on

those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

From information you will provide, we will prepare the fixed asset depreciation schedules for the year ended December 31, 2022.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### Conclusion and Approval to Proceed

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.



Wipfli LLP

ACCEPTED: CITY OF PROCTOR

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

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

MS/yy  
204183  
Enc.

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Professional Services Terms and Conditions – Attest Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion

of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to

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information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

**6. Privacy and Engagement Staffing**

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

**7. Intellectual Property Rights**

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

**8. Mutual Confidentiality**

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or

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termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. **Independent Contractor**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. **Non-Exclusivity**

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. **Dispute Resolution**

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. **Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. **Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

15. **Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as

manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. **Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL account (3 Characters) = {<>}600"  
Vendor.Vendor type = {<>} "PR"  
[Report].Date Paid = 02/06/2023

General

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>1ST AYD</b>				
PSI584289	BRAKE CLEANER AND SQUEEGEES	01/06/2023	169.04	100-30-300-2220 Supplies - Repair & M
PSI586703	SQUEEGEE	01/17/2023	59.03	100-30-300-2210 Operating Supplies
Total 1ST AYD:			228.07	
<b>ADVANTAGE EMBLEM</b>				
55810PP	CHEVRONS RIEBEL	01/24/2023	169.61	100-20-210-2217 Clothing
Total ADVANTAGE EMBLEM:			169.61	
<b>BAKER TILLY</b>				
BTMA18172	ANNUAL REPORT PREPARATIONS	01/28/2023	400.00	494-45-100-6620 Fiscal Agents Fees
BTMA18172	ANNUAL REPORT PREPARATIONS	01/28/2023	400.00	495-45-100-6620 Fiscal Agents Fees
BTMA18172	ANNUAL REPORT PREPARATIONS	01/28/2023	400.00	496-45-100-6620 Fiscal Agents Fees
Total BAKER TILLY:			1,200.00	
<b>BRUNFELT, LESLIE</b>				
01172023	CPA LICENSE FEE	01/17/2023	200.00	100-10-150-4433 Dues & Subscriptions
Total BRUNFELT, LESLIE:			200.00	
<b>CENTURYLINK</b>				
2186280787 01	PHONE BILL	01/21/2023	104.06	100-20-220-3020 Communication
2186281707 01	ALARM SYSTEM - WESTGATE LIFT STATION	01/10/2023	44.58	500-50-510-3021 Telephone
2186282630 01	ALARM SYSTEM - ALMAC LIFT STATION	01/10/2023	44.58	500-50-510-3021 Telephone
Total CENTURYLINK :			193.22	
<b>CINTAS</b>				
4140455627	STREET DEPT SHOP RAGS	12/16/2022	12.70	100-30-300-2210 Operating Supplies
4140455627	RUGS AND MATS	12/16/2022	26.38	100-10-130-3000 Professional Services
4140455627	STREET DEPT COVERALLS	12/16/2022	19.80	100-30-300-2217 Clothing
4141178056	CITY HALL MATS, TOWELS, MOPS	12/22/2022	114.93	100-10-130-3000 Professional Services
4141178056	STREET DEPT COVERALLS	12/22/2022	19.80	100-30-300-2217 Clothing
4141779380	RUGS AND MATS - FIRE HALL	12/29/2022	94.26	100-20-220-3000 Professional Services
4141779381	STREET DEPT SHOP RAGS	12/29/2022	12.70	100-30-300-2210 Operating Supplies
4141779381	STREET DEPT COVERALLS	12/29/2022	19.80	100-30-300-2217 Clothing
4141779381	POLICE DEPT MATS	12/29/2022	26.38	100-10-130-3000 Professional Services
4142429572	STREET DEPT COVERALLS	01/05/2023	19.80	100-30-300-2217 Clothing
4142429572	CITY HALL MATS, TOWELS, MOPS	01/05/2023	31.75	100-10-130-3000 Professional Services
4143236699	STREET DEPT COVERALLS	12/12/2022	19.80	100-30-300-2217 Clothing
4143236699	POLICE DEPT MATS	12/12/2022	26.38	100-10-130-3000 Professional Services
4143236699	STREET DEPT SHOP RAGS	12/12/2022	12.70	100-30-300-2210 Operating Supplies
4143948512	STREET DEPT COVERALLS	01/19/2023	19.80	100-30-300-2217 Clothing
4143948512	CITY HALL MATS, TOWELS, MOPS	01/19/2023	114.93	100-10-130-3000 Professional Services
4144639045	STREET DEPT SHOP RAGS	01/26/2023	12.70	100-30-300-2210 Operating Supplies
4144639045	STREET DEPT COVERALLS	01/26/2023	19.80	100-30-300-2217 Clothing

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
4144639045	POLICE DEPT MATS	01/26/2023	26.38	100-10-130-3000 Professional Services
Total CINTAS :			650.79	
<b>EARL F. ANDERSEN INC</b>				
0131786-IN	2 PICNIC TABLES FOR PLAYGROUND AREA	01/11/2023	2,607.95	100-40-410-5530 Improvements other th
Total EARL F. ANDERSEN INC:			2,607.95	
<b>GOPHER STATE ONE-CALL INC</b>				
3000691	ANNUAL FACILITY OPERATOR FEE	01/31/2023	50.00	500-50-510-3000 Professional Services
Total GOPHER STATE ONE-CALL INC:			50.00	
<b>GRAND FORKS FIRE EQUIPMENT LLC</b>				
36851	TURNOUT GEAR	01/17/2023	2,085.00	100-20-220-2217 Clothing
36851	LETTER PATCH	01/17/2023	75.20	100-20-220-2217 Clothing
36851	GATED WYE & HOSE	01/17/2023	506.07	100-20-220-2240 Small Tools and Equip
36889	BUNKER BOOTS	01/25/2023	586.84	100-20-220-2214 Safety Items
Total GRAND FORKS FIRE EQUIPMENT LLC:			3,253.11	
<b>GREAT AMERICA FINANCIAL SERVICE</b>				
33316172	AGREEMENT 007-1813067-000 - BIZHUB C360I COPIER	01/26/2023	172.58	100-20-220-4400 Repairs & Maintenanc
33316173	AGREEMENT 009-1813070-000 - BIZHUB C360I COPIER	01/26/2023	172.58	100-10-120-4400 Repairs & Maintenanc
Total GREAT AMERICA FINANCIAL SERVICE:			345.16	
<b>INTEGRIS LLC</b>				
457371	OFFICE 365	01/31/2023	344.75	100-10-120-3009 Computer Services
Total INTEGRIS LLC:			344.75	
<b>JEFFERSON FIRE &amp; SAFETY INC</b>				
148606	WILDLAND GLOVES	01/24/2023	768.50	100-20-220-2214 Safety Items
Total JEFFERSON FIRE & SAFETY INC:			768.50	
<b>JOHNSON CONTROLS</b>				
1-1272988663	SERVICE CALL - RESET TRIPPED SUPPLY FAN	01/26/2023	259.40	100-10-130-4400 Repairs & Maintenanc
Total JOHNSON CONTROLS :			259.40	
<b>JORDAN, MEGAN</b>				
01192023	MILEAGE TO LASERFICHE CONFERENCE	01/19/2023	199.77	100-10-120-3031 Travel & Lodging Expe
Total JORDAN, MEGAN:			199.77	
<b>LCS COACHES INC.</b>				
85	LCS COACHES BENTLEYVILLE SHUTTLE	12/31/2022	4,200.50	100-15-115-3040 Advertising
Total LCS COACHES INC.:			4,200.50	
<b>LOCKSMITH SERVICES</b>				
2301233	1 CODE KEY & 4 DUPL KEYS & LABOR	01/24/2023	68.00	100-10-130-2220 Supplies - Repair & M

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total LOCKSMITH SERVICES:			68.00	
<b>MACQUEEN EMERGENCY</b>				
P11047	MSAAIR PACK BATTERIES	01/25/2023	2,786.81	100-20-220-2240 Small Tools and Equip
P11200	SCBA FIT TESTS	01/30/2023	2,025.00	100-20-220-2214 Safety Items
Total MACQUEEN EMERGENCY:			4,811.81	
<b>OFFICE ENTERPRISES</b>				
525984	INK FOR POSTAGE MACHINE	01/10/2023	12.35	100-10-120-2205 Office Supplies
Total OFFICE ENTERPRISES:			12.35	
<b>PROCTOR BUILDERS</b>				
258070	NUTS AND BOLTS	12/16/2022	3.38	100-30-300-2210 Operating Supplies
258187	STREET MISC	12/22/2022	187.99	100-30-300-2210 Operating Supplies
258500	LIGHT BULBS / VACUUM FILTER	01/12/2023	81.47	100-20-220-2210 Operating Supplies
258616	LIGHT BULBS	01/20/2023	63.94	100-20-220-2210 Operating Supplies
258704	STREET MISC	01/25/2023	41.44	100-30-300-2210 Operating Supplies
258730	WASHER FLUID	01/25/2023	20.94	100-20-220-2210 Operating Supplies
Total PROCTOR BUILDERS:			399.16	
<b>PROCTOR JOURNAL</b>				
36934C	NOTICE OF MEETINGS - P&Z	01/23/2023	52.00-	100-10-180-3052 General Notices & Pu
36934C	2023 MEETING NOTICES AD	01/23/2023	52.00-	830-80-800-3052 General Notices & Pu
36987	SUMMARY BUDGET STATEMENT	01/18/2023	224.00	100-10-110-3052 General Notices & Pub
Total PROCTOR JOURNAL :			120.00	
<b>RASMUSSEN CLEANING SERVICE LLC</b>				
000477	CLEANING SERVICES	01/19/2023	3,575.00	100-10-130-3000 Professional Services
Total RASMUSSEN CLEANING SERVICE LLC:			3,575.00	
<b>SEH</b>				
439595	166073 2022-2024 CITY ENGINEERING	12/31/2022	2,072.96	100-10-110-3003 Engineering Fees
439595	166073 SAND & SALT SHED	12/31/2022	428.75	300-30-330-3003 Engineering Fees
439782	161800 2ND STREET RECONSTRUCTION	12/31/2022	117,232.25	300-30-330-3003 Engineering Fees
Total SEH:			119,733.96	
<b>SHRED N GO INC</b>				
145519	SHREDDING SERVICES	01/13/2023	114.08	100-10-120-3000 Professional Services
Total SHRED N GO INC :			114.08	
<b>SOUTH ST LOUIS SOIL AND WATER</b>				
RSPT - 2023	RSPT MEMBERSHIP FOR 2022	01/03/2023	1,100.00	500-50-510-4430 Miscellaneous
Total SOUTH ST LOUIS SOIL AND WATER:			1,100.00	
<b>THOMSON REUTERS-WEST</b>				
847625411	SOFTWARE SUBSCRIPTION	01/24/2023	135.30	100-20-210-2210 Operating Supplies



Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total THOMSON REUTERS-WEST :			135.30	
<b>TROYS SERVICE</b>				
61892	WIPERS FOR PLOW TRUCK	12/21/2022	47.52	100-30-300-2220 Supplies - Repair & M
62078	2018 CHARGER	01/24/2023	898.77	100-20-210-4400 Repairs & Maintenanc
62221	4 TIRES FOR 171	01/25/2023	740.48	100-10-130-4400 Repairs & Maintenanc
Total TROYS SERVICE :			1,686.77	
<b>USA TOWING &amp; RECOVERY</b>				
2318	POLICE TOW	10/31/2022	120.00	100-20-210-2210 Operating Supplies
Total USA TOWING & RECOVERY:			120.00	
<b>VEIT &amp; COMPANY, INC</b>				
166073-5	SAND & SALT STORAGE SITE WORK - 5	01/07/2023	26,925.00	300-30-330-3015 Contractor
Total VEIT & COMPANY, INC:			26,925.00	
<b>ZIEGLER INC.</b>				
IN000848480	CUTTING EDGE TRUCK WING	01/19/2023	270.85	100-30-300-2220 Supplies - Repair & M
IN000852370	LOADER PARTS	01/22/2023	284.71	100-30-300-2220 Supplies - Repair & M
SI0002822462	PM SERVICE LEVEL 1 ON LOADER	01/19/2023	764.88	100-30-300-4400 Repairs & Maintenanc
Total ZIEGLER INC.:			1,320.44	
Grand Totals:			174,792.70	

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

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

[Report].Date Paid = 02/06/2023

Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL account (3 Characters) = "600"  
[Report].Date Paid = 02/06/2023

Liquor

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>AMERICAN BOTTLING COMPANY</b>				
3313227178	SODA	01/23/2023	154.00	600-60-600-2254 Soft Drinks & Mix
Total AMERICAN BOTTLING COMPANY :			154.00	
<b>ARTISAN BEER COMPANY</b>				
3582915	BEER	01/20/2023	253.75	600-60-600-2252 Beer Purchases
Total ARTISAN BEER COMPANY:			253.75	
<b>BELLBOY CORPORATION</b>				
0098123500	LIQUOR	01/19/2023	481.00	600-60-600-2251 Liquor Purchases
0098123500	DELIVERY	01/19/2023	10.43	600-60-600-3033 Freight & Express
0106318600	DELIVERY	01/18/2023	2.00	600-60-600-3033 Freight & Express
0106318600	MIX	01/18/2023	47.00	600-60-600-2254 Soft Drinks & Mix
Total BELLBOY CORPORATION:			540.43	
<b>BERNICKS PEPSI</b>				
30015451	BEER	01/18/2023	3,116.05	600-60-600-2252 Beer Purchases
30015452	BEER	01/18/2023	124.41	600-60-600-2252 Beer Purchases
30016452	BEER	01/25/2023	3,970.65	600-60-600-2252 Beer Purchases
30016453	SODA	01/25/2023	57.84	600-60-600-2254 Soft Drinks & Mix
30016454	BEER	01/25/2023	49.30	600-60-600-2252 Beer Purchases
30017170	BEER	01/27/2023	123.00	600-60-600-2252 Beer Purchases
Total BERNICKS PEPSI:			7,093.83	
<b>BREAKTHRU BEVERAGE</b>				
347438256	LIQUOR	01/19/2023	4,412.46	600-60-600-2251 Liquor Purchases
347438256	SERVICE FEE	01/19/2023	76.93	600-60-600-3033 Freight & Express
347532570	SERVICE FEE	01/26/2023	68.60	600-60-600-3033 Freight & Express
347532570	LIQUOR	01/26/2023	2,699.25	600-60-600-2251 Liquor Purchases
Total BREAKTHRU BEVERAGE:			7,257.24	
<b>CINTAS</b>				
4143487230	MATS	01/16/2023	190.60	600-60-600-2210 Operating Supplies
4144895432	MATS	01/30/2023	190.60	600-60-600-2210 Operating Supplies
Total CINTAS :			381.20	
<b>COCA COLA BOTTLING CO</b>				
3025198	SODA	01/24/2023	106.30	600-60-600-2254 Soft Drinks & Mix
Total COCA COLA BOTTLING CO :			106.30	
<b>JOHNSON BROTHERS INC</b>				
2221693	DELIVERY CHARGE	01/18/2023	34.48	600-60-600-3033 Freight & Express
2221693	LIQUOR	01/18/2023	1,145.36	600-60-600-2251 Liquor Purchases

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
2221694	DELIVERY CHARGE	01/18/2023	11.03	600-60-600-3033 Freight & Express
2221694	WINE	01/18/2023	270.07	600-60-600-2253 Wine Purchases
2228141	DELIVERY CHARGE	01/27/2023	17.50	600-60-600-3033 Freight & Express
2228141	LIQUOR	01/27/2023	732.50	600-60-600-2251 Liquor Purchases
2228142	DELIVERY CHARGE	01/27/2023	6.30	600-60-600-3033 Freight & Express
2228142	WINE	01/27/2023	163.00	600-60-600-2253 Wine Purchases
Total JOHNSON BROTHERS INC :			2,380.24	
<b>MICHAUD DISTRIBUTING COMPANY</b>				
373744	FUEL SURCHARGE	01/16/2023	3.00	600-60-600-3033 Freight & Express
373744	BEER	01/16/2023	257.60	600-60-600-2252 Beer Purchases
373935	FUEL SURCHARGE	01/23/2023	3.00	600-60-600-3033 Freight & Express
373935	BEER	01/23/2023	350.40	600-60-600-2252 Beer Purchases
374080	FUEL SURCHARGE	01/30/2023	3.00	600-60-600-3033 Freight & Express
374080	BEER	01/30/2023	306.00	600-60-600-2252 Beer Purchases
Total MICHAUD DISTRIBUTING COMPANY:			923.00	
<b>PHILLIPS WINE &amp; SPIRITS CO.</b>				
3532633	BEER	01/20/2023	188.15	600-60-600-2252 Beer Purchases
3532633	DELIVERY	01/20/2023	8.40	600-60-600-3033 Freight & Express
3532832	DELIVERY	01/20/2023	15.40	600-60-600-3033 Freight & Express
3532832	WINE	01/20/2023	556.44	600-60-600-2253 Wine Purchases
6532831	DELIVERY	01/20/2023	20.59	600-60-600-3033 Freight & Express
6532831	LIQUOR	01/20/2023	1,363.11	600-60-600-2251 Liquor Purchases
Total PHILLIPS WINE & SPIRITS CO. :			2,152.09	
<b>PROCTOR BUILDERS</b>				
258574	BATTERIES	01/18/2023	11.98	600-60-600-2210 Operating Supplies
Total PROCTOR BUILDERS:			11.98	
<b>RADIO ACCOUNTING SERVICE</b>				
webcs0367	ADVERTISEMENTS	01/06/2023	350.00	600-60-600-3040 Advertising
Total RADIO ACCOUNTING SERVICE:			350.00	
<b>RANGE PAPER</b>				
83376	SUPPLIES	01/18/2023	65.72	600-60-600-2210 Operating Supplies
Total RANGE PAPER :			65.72	
<b>SOUTHERN WINE &amp; SPIRITS</b>				
2306060	DELIVERY	01/20/2023	21.35	600-60-600-3033 Freight & Express
2306060	LIQUOR	01/20/2023	1,622.38	600-60-600-2251 Liquor Purchases
2308376	DELIVERY	01/27/2023	39.97	600-60-600-3033 Freight & Express
2308376	LIQUOR	01/27/2023	1,904.42	600-60-600-2251 Liquor Purchases
Total SOUTHERN WINE & SPIRITS:			3,588.12	
<b>SUPERIOR BEVERAGE (MN)</b>				
1460286	BEER	01/20/2023	12.72	600-60-600-2252 Beer Purchases
20033303	FREIGHT	01/13/2023	3.00	600-60-600-3033 Freight & Express
20033303	BEER	01/13/2023	1,149.35	600-60-600-2252 Beer Purchases
20033393	FREIGHT	01/17/2023	3.00	600-60-600-3033 Freight & Express

Invoice Number		Description	Invoice Date	Net Invoice Amount	GL Account and Title	
20033393	BEER		01/17/2023	948.70	600-60-600-2252	Beer Purchases
20033700	FREIGHT		01/20/2023	3.00	600-60-600-3033	Freight & Express
20033700	BEER		01/20/2023	5,272.70	600-60-600-2252	Beer Purchases
20033780	BEER		01/24/2023	2,507.55	600-60-600-2252	Beer Purchases
20033780	FREIGHT		01/24/2023	3.00	600-60-600-3033	Freight & Express
20034082	BEER		01/27/2023	722.60	600-60-600-2252	Beer Purchases
20034082	SHIPPING		01/27/2023	3.00	600-60-600-3033	Freight & Express
Total SUPERIOR BEVERAGE (MN):				10,603.18		
TOTAL REGISTER SYSTEMS						
1-10-23	TOUCH SCREEN MONITORS		01/11/2023	2,000.10	600-60-600-5580	Other Equipment Purc
TOTAL REGISTER SYSTEMS :				2,000.10		
Grand Totals:				37,861.18		

Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
Invoice Detail.GL account (3 Characters) = "600"  
[Report].Date Paid = 02/06/2023

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

Bank.Account description = "City Checking"

Check Issue Date	Check Number	Payee	Amount
02/06/2023	42235	1ST AYD	228.07
02/06/2023	42236	ADVANTAGE EMBLEM	169.61
02/06/2023	42237	AMERICAN BOTTLING COMPANY	154.00
02/06/2023	42238	ARTISAN BEER COMPANY	253.75
02/06/2023	42239	BAKER TILLY	1,200.00
02/06/2023	42240	BERNICKS PEPSI	7,093.83
02/06/2023	42241	BREAKTHRU BEVERAGE	7,257.24
02/06/2023	42242	CENTURYLINK	44.58
02/06/2023	42243	CENTURYLINK	104.06
02/06/2023	42244	CENTURYLINK	44.58
02/06/2023	42245	CINTAS	1,031.99
02/06/2023	42246	COCA COLA BOTTLING CO	106.30
02/06/2023	42247	EARL F. ANDERSEN INC	2,607.95
02/06/2023	42248	GOPHER STATE ONE-CALL INC	50.00
02/06/2023	42249	GRAND FORKS FIRE EQUIPMENT LLC	3,253.11
02/06/2023	42250	GREAT AMERICA FINANCIAL SERVICE	345.16
02/06/2023	42251	INTEGRIS LLC	344.75
02/06/2023	42252	JEFFERSON FIRE & SAFETY INC	768.50
02/06/2023	42253	JOHNSON BROTHERS INC	2,380.24
02/06/2023	42254	JOHNSON CONTROLS	259.40
02/06/2023	42255	JORDAN, MEGAN	199.77
02/06/2023	42256	LCS COACHES INC.	4,200.50
02/06/2023	42257	LOCKSMITH SERVICES	68.00
02/06/2023	42258	MACQUEEN EMERGENCY	4,811.81
02/06/2023	42259	PHILLIPS WINE & SPIRITS CO.	2,152.09
02/06/2023	42260	PROCTOR JOURNAL	120.00
02/06/2023	42261	RADIO ACCOUNTING SERVICE	350.00
02/06/2023	42262	RANGE PAPER	65.72
02/06/2023	42263	SHRED N GO INC	114.08
02/06/2023	42264	SOUTHERN WINE & SPIRITS	3,588.12
02/06/2023	42265	THOMSON REUTERS-WEST	135.30
02/06/2023	42266	TOTAL REGISTER SYSTEMS	2,000.10
02/06/2023	42267	TROYS SERVICE	1,686.77
02/06/2023	42268	USA TOWING & RECOVERY	120.00
02/06/2023	42269	VEIT & COMPANY, INC	26,925.00
02/06/2023	42270	ZIEGLER INC.	1,320.44
02/06/2023	999913440	BELLBOY CORPORATION	540.43
02/06/2023	999913441	BRUNFELT, LESLIE	200.00
02/06/2023	999913442	MICHAUD DISTRIBUTING COMPANY	923.00
02/06/2023	999913443	OFFICE ENTERPRISES	12.35
02/06/2023	999913444	PROCTOR BUILDERS	411.14
02/06/2023	999913445	RASMUSSEN CLEANING SERVICE LLC	3,575.00
02/06/2023	999913446	SEH	119,733.96
02/06/2023	999913447	SOUTH ST LOUIS SOIL AND WATER	1,100.00
02/06/2023	999913448	SUPERIOR BEVERAGE (MN)	10,603.18
Grand Totals:			212,653.88

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-00-000-2020	52.00	27,871.54-	27,819.54-
100-10-110-3003	2,072.96	.00	2,072.96
100-10-110-3052	224.00	.00	224.00
100-10-120-2205	12.35	.00	12.35
100-10-120-3000	114.08	.00	114.08
100-10-120-3009	344.75	.00	344.75
100-10-120-3031	199.77	.00	199.77
100-10-120-4400	172.58	.00	172.58
100-10-130-2220	68.00	.00	68.00
100-10-130-3000	3,942.13	.00	3,942.13
100-10-130-4400	999.88	.00	999.88
100-10-150-4433	200.00	.00	200.00
100-10-180-3052	.00	52.00-	52.00-
100-15-115-3040	4,200.50	.00	4,200.50
100-20-210-2210	255.30	.00	255.30
100-20-210-2217	169.61	.00	169.61
100-20-210-4400	898.77	.00	898.77
100-20-220-2210	166.35	.00	166.35
100-20-220-2214	3,380.34	.00	3,380.34
100-20-220-2217	2,160.20	.00	2,160.20
100-20-220-2240	3,292.88	.00	3,292.88
100-20-220-3000	94.26	.00	94.26
100-20-220-3020	104.06	.00	104.06
100-20-220-4400	172.58	.00	172.58
100-30-300-2210	342.64	.00	342.64
100-30-300-2217	138.60	.00	138.60
100-30-300-2220	772.12	.00	772.12
100-30-300-4400	764.88	.00	764.88
100-40-410-5530	2,607.95	.00	2,607.95
300-00-000-2020	.00	144,586.00-	144,586.00-
300-30-330-3003	117,661.00	.00	117,661.00
300-30-330-3015	26,925.00	.00	26,925.00
494-00-000-2020	.00	400.00-	400.00-
494-45-100-6620	400.00	.00	400.00
495-00-000-2020	.00	400.00-	400.00-
495-45-100-6620	400.00	.00	400.00
496-00-000-2020	.00	400.00-	400.00-
496-45-100-6620	400.00	.00	400.00
500-00-000-2020	.00	1,239.16-	1,239.16-
500-50-510-3000	50.00	.00	50.00
500-50-510-3021	89.16	.00	89.16
500-50-510-4430	1,100.00	.00	1,100.00
600-00-000-2020	186.43	38,047.61-	37,861.18-
600-60-600-2210	458.90	.00	458.90
600-60-600-2251	14,360.48	.00	14,360.48
600-60-600-2252	19,166.50	186.43-	18,980.07
600-60-600-2253	989.51	.00	989.51
600-60-600-2254	365.14	.00	365.14
600-60-600-3033	356.98	.00	356.98
600-60-600-3040	350.00	.00	350.00
600-60-600-5580	2,000.10	.00	2,000.10
830-00-000-2020	52.00	.00	52.00

GL Account	Debit	Credit	Proof
830-80-800-3052	.00	52.00-	52.00-
Grand Totals:	213,234.74	213,234.74-	.00

Report Criteria:  
Report type: Summary  
Check.Type = {<>} "Adjustment"  
Bank.Account description = "City Checking"