#### AGENDA

## PROCTOR CITY COUNCIL MEETING Tuesday, February 21<sup>st</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 Monday, February 6<sup>th</sup>, 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. February 3, 2023 – Payroll Report

## \*2. PLANNING & ZONING DEPARTMENT MATTER

## \*3. COMMITTEE REPORTS

A. PUC Minutes – January 11, 2023
B. SEH Minutes – February 8, 2023
C. Joint Council & Police Civil Service Meeting Minutes – February 6, 2023
D. PEDA Minutes – January 23<sup>rd</sup>, 2023

## **4.CLERK ADVISES COUNCIL**

- A. 2022 Sales Tax Recap Report
- B. 2023 Proposed Fee Schedule
- C. 2<sup>nd</sup> St Update

## **5. UNFINISHED BUSINESS**

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

#### 6. NEW BUSINESS

- A. Resolution 05-23 Accepting Donation
- B. Resolution 06-23 Gambling Permit
- C. Resolution 07-23 Accepting Donation
- D. Baker Tilly Bond Services Engagement Letter
- E. 322 Kirkus St Garage Bid
- F. Sand/Salt Shed Change Order #6

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

- A. Negotiations
- B. Tentative Agreements

## **MEMBER CONCERNS**

Benson:

DeWall:

Johnson:

**Rohweder:** 

Ward:

**City Attorney:** 

## **BILLS FOR APPROVAL**

General: \$ 298,473.87 Liquor: \$49,654.98 TOTAL BILLS FOR APPROVAL: \$348,128.85 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 6:03 pm.

Pledge of Allegiance

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

OTHERS PRESENT: City Administrative Assistant Megan Jordan, Kent Gaidis, Ted Kiefat, Attorney Bray via telephone

M/S/P: Johnson/Rohweder to approve the minutes of January 17<sup>th</sup>, 2023.

M/S/P: Ward/Rohweder to approve the agenda for February 6<sup>th</sup>, adding the following item: 6E Legislative Update.

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

M/S/P: Rohweder/Ward to approve the consent agenda for Monday, February 6<sup>th</sup>, 2023.

4. Clerk Advises Council, Mayor Ward presents in the absence of Administrator Rich

A. Fire Call Memo

2022 fire call totals are included in the packet with the request to contact Chief Helquist with any questions.

B. PACC Rentals

Working in collaboration with Community Education and rentals have resumed.

C. One Roof Community Housing – 730 5<sup>th</sup> St

Construction has completed with city staff touring the home, and it is currently on the market.

D. 2<sup>nd</sup> St Project Update

The city is about 95% completed with design, with a committee meeting scheduling soon for final design details.

## 6. NEW BUSINESS

M/S/P: Benson/Johnson to accept the 2023 towing permits from USA Towing as submitted. Roll Call Vote: Johnson Y, Benson Y, Ward Y, Rohweder Y, DeWall Abstains

M/S/P: Rohweder/Benson to accept the 2023 towing permit from Troy's Towing as submitted. Roll Call Vote: Johnson Y, Benson Y, Ward Y, Rohweder Y, DeWall Abstains

M/S/P: Rohweder/DeWall approve the SRO report as submitted prior to the regular council meeting.

M/S/P: Ward/Johnson to accept the Proctor Police 2022 annual report as submitted prior to the regular council meeting.

M/S/P: Rohweder/Benson to approve the 2023 fire services agreement with Midway Township. M/S: Rohweder/Benson, rescinded, and discussion follows to table the item after Councilor DeWall adds there is additional information he would like to inform council of during closed session. M/S/P: DeWall/Johnson to table item 6C.

M/S/P: Rohweder/DeWall to approve WIPFLI engagement letter for 2022 audit services in the amount of \$27,400.

Councilor Benson provides a legislative update, stating the LMC "City Day on the Hill" will be held on March 9<sup>th</sup>. Benson states the house and senate are moving quickly, signing, and passing 1396

bills in the legislature to date. Councilor Benson suggests legislative items pertinent to the City of Proctor with some particular items and project possibilities, noting the mid-March deadline.

M/S/P: Ward/DeWall to suspend the regular city council meeting at 6:20 pm and open a closed session pursuant to §13D.06 Subd. 1(b) for labor negotiations.

M/S/P: DeWall/Rohweder to resume the regular city council meeting at 7:02 pm.

M/S/P: Rohweder/Johnson to accept the agreement with Midway Township for fire services as submitted, noting the redlined changes in the agreement as stated.

## MEMBER CONCERNS

Benson: Provides a historical fact regarding council meetings for the city, noting on February 7<sup>th</sup>, 1897, the change in meeting times from Saturdays to Mondays was made.

Johnson: PAHA is hosting a free community skating night on Friday, February 10<sup>th</sup> at the outdoor rink at St. Luke's arena.

DeWall: None

Rohweder: None

Mayor Ward: Acknowledges phone calls received regarding plowing and snowbanks at Bayview Elementary. Mayor Ward notes the city is currently working with the City of Duluth, the Duluth Police Department, and the Proctor School District for resolutions. Notes the next meeting will be held on Tuesday, February 21<sup>st</sup>, due to the President's Day holiday. Attorney Bray: None

#### **BILLS FOR APPROVAL:**

GENERAL: \$174,792.70 Liquor: \$37,861.18 TOTAL: \$212,653.88 M/S/P: Rohweder/Benson to approve the bills as submitted. M/S/P: DeWall/Ward to adjourn the regular council meeting at 7:06 pm.

Chad Ward Mayor Jess Rich City Administrator

\*1A

## City of Proctor Payroll Summary by Department

Check Date Range	2/3/2023	to	2/3/2023		
Department	Gross Wages	Overtime Hours	Overtime Wages	Double Overtime Hours	Double Overtime Wages
Council	-	-	-	-	-
City Admin	7,096.80	-	-	-	-
Finance	2,968.00	-	-	-	-
Police Department	25,751.27	5.50	287.21	-	-
Fire Department	-	-	-	-	-
Street Department	10,847.42	20.84	956.14	9.00	498.96
Liquor Store	5,366.74	-	32.57	-	-
PUC	5,955.80	-	-	-	-
Committees	-	-	-	-	-
Election Judges	-	-	-	-	-
Total	57,986.03	26.34	1,275.92	9.00	498.96

Minutes of the Proctor Public Utilities Commission meeting held on Wednesday, January 11, 2023 at 4:30 p.m. in the Council Chambers at Proctor City Hall. \*3A

The following members were present: Jennifer Cady Eric Bingaman Troy DeWall

Others who were present: Charliene Jones, Commission Secretary

## APPROVAL OF AGENDA

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

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

Motion by Cady, seconded by Bingaman and carried: To approve the PUC Regular Meeting minutes of November 28, 2022 & December 28, 2022.

## **APPROVAL OF PAYROLLS OF:**

Motion by Cady, seconded by Bingaman and carried: To approve the payroll pay date of 1/06/2023.

**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.

Motion by Cady, seconded by DeWall and carried: To reinstate the late fees consistent with our policy that was in place prior to Covid, beginning with the next billing in February.

## CALL FOR COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

## 1. OLD BUSINESS

A. Water Maintenance Contractor update.

## 2. NEW BUSINESS

- A. 2<sup>nd</sup> Street Project from 5<sup>th</sup> Ave to 9<sup>th</sup> Ave update. Minutes from the 2<sup>nd</sup> St Design Update Meeting on 12-8-22 were reviewed.
- B. New Year designations
  - Depository of PUC funds: First National Bank of Proctor, Proctor Federal Credit Union, MN 4M Fund, RBC Dain Rauscher, RBC Capital Markets
  - Broker certifications RBC Capital Markets (City & PUC CDs); Northland Securities; Institutional CDs Inc/ICD; PMA Network (4M Fund)
  - 3. Official newspaper Proctor Journal

Motion by Cady, seconded by Bingaman and carried: To approve the 2023 New Year designations, as listed.

## **3. REPORT OF OFFICE**

A. PUC Meter Reader/Water Technician position update.

Proctor Public Utilities Meeting January 11, 2023 Page 2

B. Booster (Pump) Station update was reviewed. Pay app #5 was discussed.

Motion by DeWall, seconded by Bingaman and carried: To approve Pay App #5 in the amount of \$83,864.96, per Engineer's recommendation, minus Change Order #1 in the amount of \$6,550.00 and the \$1,797.98 bill from Minnesota Power (as the Commission feels these costs are not our responsibility due to the contractor's error) for a total amount to be paid of \$75,516.98, plus pay Minnesota Power the \$1,797.98 that they withheld from our maintenance bill payment last month.

Motion by DeWall, seconded by Bingaman and carried: To approve the purchase of a generator cord in the amount of up to \$2,000, as estimated by SEH.

- C. Sand Salt Building Project update. Project is buttoned up for the winter and will resume in the spring.
- D. Tree trimming update. Our vegetation manager is working on getting the bid areas out to contractors.
- E. SEH Meeting Minutes of 12-20-22 were reviewed.

Motion by Bingaman, seconded by DeWall and carried: To approve PUC Resolution 01-23 Ordering Preparation of Feasibility Report on watermain improvements to the watermain that runs from 2<sup>nd</sup> Street to Westgate Boulevard in Proctor, to be completed by our engineering company (SEH) in the amount not to exceed \$2,400.

#### 4. FINANCIAL STATEMENTS

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

Budgeted water and electric rate increases were discussed. Due to the increasing costs of maintaining our water and electrical systems and rate increases from the City of Duluth and Minnesota Power, we will have to raise rates again this coming year.

Motion by Cady, seconded by DeWall and carried: To approve rate increases in the amount of 6% for water (3.75% per our 2016 Rate Study recommendations plus 2.25% of the 4.7% being passed on from the City of Duluth water rate increase) and 4% for electric (4% of our 5% per our

Proctor Public Utilities Meeting January 11, 2023 Page 3

2016 Rate Study recommendations), beginning with the February 2023 billing which is payable in March 2023.

## 5. APPROVAL OF BILLS

A. The bills listings were reviewed.

Motion by DeWall, seconded by Cady and carried: To approve the bills presented and on file at the utility office, including all electronic payments for sales tax & payroll payables. Payable checks #019940 thru #019957.

## 6. **COMMUNICATIONS**

A. Billing insert on back side of utility bills was discussed.

B. City Administrator correspondence was discussed.

## 7. LABOR & NEGOTIATION ISSUES

Motion by Bingaman, seconded by Cady and carried: To suspend the regular meeting at 6:11 pm and open a closed session pursuant to §13D.03 for labor negotiations.

Motion by Bingaman, seconded by DeWall and carried: To resume the regular meeting at 6:59 pm.

## 8. MEMBERS CONCERNS

Motion by Bingaman, seconded by Cady and carried: To adjourn the meeting at 7:00 p.m.

Charliene Jones, Commission Secretary

Jennifer Cady, Chair

\*3B



Building a Better World for All of Us®

## **MEETING MINUTES**

Proctor Monthly Meeting February 8, 2023 9:00 a.m. City Hall

Attendees: Jess Rich – City of Proctor Megan Jordan – City of Proctor Rick LaLonde – City of Proctor Jay Boysen – City of Proctor Matt Bolf – SEH Tyler Yngsdal - SEH Char Jones - PUC

**SEH No.:** PROCT 166073

Project Manager: Matt Bolf, PE

#### I. Salt / Sand / Public Works Project

#### A. Project Updates:

- 1. Construction (on hold until Spring 2023)
- 2. Payment / Changes
  - a. Change Orders Temporary road Tyler will forward the email received from Veit.
  - b. Pay Applications
    - (1) Pay application #5 Pay application #5 was approved by council last month.
- 3. Utility conflicts Site meeting will be held in Spring 2023 prior to construction starting up.
  - a. NESC Lower FO under new access road in Spring 2023.
  - b. CenturyLink (Lumen) SEH and CenturyLink looking at location for relocation of FO. Work to be completed Fall/Winter 2022 to be out of the way for 2023 construction. CenturyLink said that they are working on obtaining a city permit for the work, after that they will schedule the boring to take place. Jess forwarded Lumen the link to the permit application.
  - c. MN Power Lower 3-phase under new access road in Spring 2023.
  - d. Underground power for lighting Lower power under new access road in Spring 2023.
- 4. Phase 2 City would like to rebid the Maintenance garage for 2023 construction. SEH will reach out to local building contractors to gauge their appetite for upcoming building construction work. SEH will start preparing bidding documents.
  - a. Johnson Wilson bidding is not super busy right now. Timing would be good for them. Wood is ~ 20% down from last year. Likely to go up roughly 10% this summer.
  - b. JRJ Matt reached out to JRJ but has not heard back from them yet.
  - c. City mentioned that Adolph Peterson was interested SEH will reach out to them.
  - d. City/PUC will approve re-advertisement of the project at the next board/council meeting.

#### II. Second Street LRIP

- A. Project Design Updates:
  - 1. Fire Department Items SEH has been in contact with the Fire Department on design standards and hydrant locations/spacing.

- 2. Storm Sump Pump Connections Has the City received any responses from homeowners? The city has not received any responses yet.
- 3. Temporary Construction Easements Easement exhibits and compensation wavier was sent to Jess and Megan last week. The city plans to send out the temporary easement documents this week.
- 4. Stormwater Items
  - a. Stormwater treatment Jess forwarded the schools response regarding stormwater treatment to Tyler. SEH will include this response in the project's drainage memo.
- 5. 9<sup>th</sup>/3<sup>rd</sup> Right-of-Way Jess forwarded the school's response regarding existing right-of-way and land ownership abutting the project along 9<sup>th</sup> and 3<sup>rd</sup>. The school is OK with proceeding with the construction and are willing to set up a more permanent agreement with the city in the future.
- 6. Lighting layout Tyler will send SEH recommendations and preliminary layout to Jess. SEH will develop a photometric layout of how the light will be cast onto the trail and street.
- 7. Tree options SEH sent tree options and a preliminary layout to the city last week. SEH will plan to show the preliminary layout on the plans to meet the bidding schedule. If the city wishes to add or move trees later, an addendum/revision can be made to the plans to capture the change. Jess will meet with beautification committee.
- 8. Detour / Phasing
  - a. Jess will reach out to the school, fire department, and police department for input on detouring.
  - b. SEH will specify that the 5<sup>th</sup> avenue intersection will be required to remain open for the MS Bike Race. No work will be allowed noon 6/9 through 6/11.
- B. Permitting
  - 1. Public Waters Permit (MN DNR)– Permit will likely require 3 culverts (one for fish passage). SEH will proceed with permitting for the culverts.
  - 2. MDH Water Main Plan Review SEH will submit after final plans and water specifications are complete. City will need to provide a \$150 check for the application.
  - 3. WLSSD/MPCA Sewer Extension SEH will submit after final plans and sanitary specifications are complete. City will need to provide a \$310 check for the application.
  - 4. Wetland Impacts SEH to notify regulators that we will not meet the threshold requiring impact permitting. SEH will provide a Wetland Impact Memo.
- C. Project Funding Updates:
  - 1. Cost Estimate & Assessments SEH is working on updated cost estimate while plan tabulations are being completed. A final cost estimate will be prepared by the end of the month.
  - 2. SRTS Application There is no SRTS infrastructure program this year. Trail quantities will be tabulated separately for the City's Food and Beverage Tax to fund.
  - 3. Potential County Funding Has the City received a response from the County for potential partial funding for 5<sup>th</sup> Avenue work? Jess and Tyler discussed this with the County after this meeting. The County has agreed to enter an agreement with the city to pay for \$35k of the construction cost for the 5<sup>th</sup> Avenue improvements.
- D. Project Schedule The tentative schedule was discussed with the city and the county.
  - 1. 2/27/23 Submit for County/MnDOT Review
  - 2. 3/13/23 Final signed plans and specs to County
  - 3. 3/17/23 4/13/23 County online advertisement
  - 4. 4/13/23 County bid opening
  - 5. 4/17/23 City acceptance of bids and award contingent on county acceptance and award
  - 6. 4/25/23 County Acceptance of Bids
  - 7. 5/2/23 County Board awards the bid
  - 8. 6/1/23 Construction Start

- III. MS4 MS4 General Permit has been reissued by the MPCA
  - A. The city will be able to gauge how the process is working when the construction season starts up in the spring.

#### IV. PUC Items

- A. Booster Station
  - 1. Restoration complete may need a little seeding in the spring.
  - 2. Fence still needs to be installed.
  - 3. There are a few minor punch list items in the building to complete.
    - a. Generator Receptacle Dakota pump stated materials are backordered until April. Matt emailed Char and SWLP regarding generator size needed for testing.
      - (1) Matt will check the specifications for testing requirements.
      - (2) PUC decided to purchase a cord with a connection to the building and open-ended wiring.
    - b. Interior Floor patch and paint -This was completed.
    - c. External siding to cover base USA stated this would be completed in the Spring.
    - d. Door re-adjustment this needs to be completed.

#### V. Proctor GIS

- A. Public Works Updates SEH collected corrections from Rick and will make updates to the GIS system in the Spring
- B. Locator The City has received the new locater and training/locates will start in the Spring.
- VI. School District Plan Review Water is again bypassing the curb cut to the pond and running into Kirkus Street. Jess sent a letter to the school district but hasn't received a response yet.
  - A. Hockey Arena There are still improvements needed to make the site compliant. They generally include:
    - 1. Pond 3 Expansion Troy asked SEH for price to process HydroCAD updates and determine how much bigger the pond needs to get.
    - 2. Pervious Areas at Pond 2 Pond 2 needs more live space and less dead space. They can either adjust the outlet down or make pond 2 bigger. This will be reviewed after new calculations are performed.
    - 3. Maintenance Agreement not complete yet.

#### VII. Miscellaneous

- A. Pickleball Courts
  - a. The City is exploring converting the outdoor hockey rinks to paved Pickle ball courts at the new hockey area.
  - b. City received preliminary quotes and the conversion of the hockey rinks would be a cheaper option, excluding upgrades to the ponds for stormwater treatment. The City will follow up with the school to see if they want to partner on the project.
  - c. Pond 3 will need to be enlarged by 1,000 s.f. or about double the current size. SEH provided a map showing the land impact.
  - d. The remaining needed School upgrades remain unchanged.
  - e. The city is now also considering the fairgrounds as a potential site location.
- B. Storm Water Utility No update
- C. Water & Wastewater 2023-2024 PPL
  - 2024 PPL Jess would like to get the water and sewer lines from 2<sup>nd</sup> Street to Westgate on the PPL for future funding.
    - a. Wastewater plans due 3/3/23
    - b. Request for placement on Drinking Water due 5/5/2023
    - c. Matt and Jess will have a follow-up meeting to discuss schedule and applications.
  - 2. Water

- a. The PUC/City would like to include watermain replacement from 2<sup>nd</sup> Street south to Westgate Blvd. Directionally drilling HDPE water main would likely be the most cost effective option with limited excavation needed.
- b. Char and Pat have a meeting scheduled to discuss water main items.
- 3. Wastewater
  - a. Rick provided a priority map sketch for areas in high need of rehab.
  - b. Rehabbing areas #2 and #3 are most likely to occur in concurrence with the water main rehab section.
  - c. Section #1 is also high priority as it takes flow from entire city to the WLSSD meter station.
  - d. A new forcemain could be directionally drilled from Westgate to the north.
    - Rick provided known information on existing pipe ages and blockage history.
- D. Bonding Bill SEH / City to prepare projects costs and narratives for a bonding bill or other state grant opportunities including:
  - 1. Munger Trail Spur
  - 2. City Land Development at south end of town.
- E. Federal Appropriation Funds Stauber's office is seeking applications for potential local projects. SEH / Jess will prepare an app for:
  - 1. Utility extension under I-35 for future development
  - 2. Trails

e.

- 3. Public Works building at the sand/salt site.
- F. WLSSD
  - 1. Finalize and submit Annual I&I Report this week. Jess will review and sign the cover page.
  - 2. Wastewater Services Planning Grant Jess will reach out to Dan Belden to see if the grant could cover costs for future development sewer planning. There is a large housing need in the area for businesses like Cirrus and Essentia.
    - a. Max request \$10k with \$20k total grant funding with 25% local match
    - b. Application due March 31<sup>st</sup>
    - c. Eligible Items Wastewater Planning / GIS Data Collection / Regulatory Compliance / Ordinance updates / Educational Campaign (Can be a single category or multiple categories)
- G. Trails 40 acre parcel
  - 1. Parks & Rec would like to develop recreational trails within this area.
  - 2. SEH to mark property lines within the 40 acre site south of St. Louis River Road this spring. Street department will plan to provide clearing for future trail.

#### viii. Next Meeting – March 8, 2023 @ 9:00 am.

\\sehinc.com\panzura\pzprojects\pt\p\proct\166073\1-genl\16-meet\monthly meetings\2023\meeting minutes 020823.docx

# PROCTOR POLICE CIVIL SERVICE COMMISSION

Minutes of joint meeting with Proctor City Council held February 6, 2023

- Present were Chair Diane Giuliani, Commissioner Steve Elder Commissioner Lori Anderson Mayor Chad Ward Councilor Jake Benson Councilor Troy DeWall Councilor Rory Johnson Councilor Jim Rohweder Chief Kent Gaidis Sergeant Matthew Riebel Officer Lucas Hedin Officer Jeremy Lemasters Officer/SRO Mike Bradley
  - 1. Meeting was called to order by Mayor Ward and Chair Giuliani at 5:03 p.m.
  - 2. Commissioner Elder administered the Sergeant Oath to Matt Riebel and the Officer Oath to Lucas Hedin and Jeremy Lemasters.
  - 3. SRO Bradley gave an update by going over the first half of the school year report. When asked what had surprised him with this new position he talked about the acceptance he received from administration, staff and students at the school. When asked what he would help him in the position his answer was more time there.
  - 4. Chief Gaidis went over the 2022 Annual Report for the police department.
  - 5. Chief also talked about the progress on the City Fitness Center which will go in to the old TV studio. Officer Carter has been working on this. They have

received some donations of equipment and are currently working on getting a policy for use to the city council by their next meeting.

- 6. New patch has been created for the officers. Chief thanked Officer Bradley for his work on this.
- 7. Discussion on the importance of timely reviews of all employees and was agreed to by all present.
- 8. Councilor DeWall asked about starting to offer finger printing services again which Chief Gaidis stated they would like to start again in the future.
- 9. With no further business to discuss motion by Commissioner Steve Elder and seconded by Chair Diane Giuliani to adjourn the meeting at 5:40 p.m.

Respectfully submitted,

Lori Anderson, Secretary

Minutes of the Proctor Economic Development Authority Meeting held at 6:00 p.m. Tuesday, January 10, 2023, 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 Eric Bingaman

OTHERS PRESENT: City Administrator Jess Rich.

Motion by Commissioner Bingaman, seconded by Mayor Ward and carried (4-0) to approve the December 2022 Minutes.

Motion by Mayor Ward, seconded by Commissioner Bingaman and carried (4-0) to approve the agenda with the deletion of 6.A. Closed Session.

Secretary Rich reported on the 2022 PEDA Budget, City Committee and Commission Terms and Vacancies, and the I-35 project.

Discussed making the North Kirkus Street Land Development and high priority in light of the APEX/Cirrus Housing Forum information.

Motion by Commissioner Bingaman, seconded by Mayor Ward and carried (4-0) to elect Commissioner Madson as the 2023 PEDA President/Chair.

Motion by Mayor Ward, seconded by Chair Madson to elect Commissioner Schwarzbauer as the 2023 PEDA Vice President/Vice Chair, Commissioner Bingaman as the 2023 PEDA Treasurer, City of Proctor Finance Director Leslie Brunfelt as the 2023 PEDA Assistant Treasurer, City of Proctor City Administrator Jessica Rich as 2023 PEDA Secretary.

Motion by Mayor Ward, seconded by Commissioner Schwarzbauer to recommend the appointment of Ms. Patricia (Trish) Jauhola to the Proctor Economic Development Authority.

#### MEMBER CONCERNS

Chair Madson: None

Mayor Ward: Suggests PEDA have a stronger web and social media presence. Administrator Rich will investigate.

Commissioner Schwarzbauer: Request a closed session at the next meeting to discuss economic development data.

Commissioner Bingaman: Reports the property known as the Milk House has been sold.

Motion by Commissioner Bingaman, seconded by Mayor Ward carried (4-0) to adjourn at 6:51 PM.

Respectfully Submitted: PEDA Secretary, Jess Rich

## City of Proctor Sales Tax Report For the year ended 12/31/2022

		Sales Tax		Food & Beverage Tax				Lodging Tax		
	2022	2021	% change	2022	2021	% change	2022	2021	% change	
January	31,656	38,616	-18%	6,431	1,000	543%	7,443	7,530	-1%	
February	24,871	27,679	-10%	5,524	3,695	49%	8,294	7,346	13%	
March	24,430	26,749	-9%	5,491	4,528	21%	8,869	7,459	19%	
April	31,826	38,602	-18%	6,102	4,632	32%	10,032	7,701	30%	
May	35,346	32,746	8%	6,226	5,423	15%	10,997	11,043	0%	
June	37,137	35,286	5%	6,131	5,266	16%	18,203	14,484	26%	
July	73,521	38,572	91%	6,846	6,157	11%	22,540	21,045	7%	
August	54,843	40,809	34%	7,298	6,864	6%	19,116	19,467	-2%	
September	67,022	42,669	57%	8,292	7,324	13%	17,113	17,192	0%	
October	45,548	14,273	219%	7,357	8,048	-9%	15,601	15,086	3%	
November	35,785	37,001	-3%	7,635	6,431	19%	7,716	7,062	9%	
December	34,098	32,853	4%	5,771	5,658	2%	9,611	9,560	1%	
Total Receipts	496,083	405,856	22%	79,104	65,026	22%	155,536	144,976	7%	
Uses of Sales Tax Funds										
3rd Avenue (done in '24)	(6,217)	(6,217)								
12th Street (done in '24)	(526)	(526)								
Street Improvements	(41,119)	(82,619)								
Dust Control	(5,405)	(5,270)								
2016A Bonds -Kirkus Street	(50,000)	(50,000)								
2012A Bonds	(8,099)	(40,000)								
Playground for Everybody	(30,000)									
City Hall Improvements (boilers)	(100,000)									
Lodging Tax (5%) Admin Fees							(7,777)	(7,249)		
Lodging Tax (10%) Attractions							(15,554)	(14,498)		
Tourism Expenditures							(107,926)	(101,855)		
Total	(241,366)	(184,632)	31%				(131,257)	(123,601)	6%	
Net change in Fund Balance	254,717	221,224		79,104	65,026		24,279	21,375		
Beginning Fund Balance	1,152,402	931,179		479,203	414,177		173,572	152,197		
Ending Fund Balance	1,407,119	1,152,402		558,307	479,203		197,851	173,572		

## City of Proctor Fee Schedule 2023

ADMINISTRATIVE	
Election Filing Fee	\$2
Mileage	Per IRS
Escrow Deposits	Cost of Consultants
TIF Application	\$15,000
Abatement Application	\$5,000
FACILITY RENTAL RATES	
Council Chambers Room per hour (current \$25)	\$35
Conference Room per hour (current \$10)	\$20
Multipurpose Room per hour (current \$15)	\$15
Library per hour (current \$15)	\$15
Kitchen Use Flat Fee (current \$25)	\$50
Damage Deposit (current \$30)	\$100
*There was a resident, non-resident, and non-profit rate structure. Staff is	
recommending an across the board rates structure	
SERVICE CHARGES	
Copies Black & White (curent \$.25)	\$0.25
Copies 2 Sided (current \$.50)	\$0.50
Copies Color (current \$1)	\$1
Data Request Employee Rate per our (new)	\$30
NSF Check (current \$20)	\$20
Special Assessment Search per parcel (current \$20)	\$20
	920
PUBLIC SAFETY CHARGES FOR SERVICES	
Fire Department/EMS Lift Assist first incident	\$350
Fire Department/EMS Llift Assist second incident	\$500
Fire Department/EMS Llift Assist thrid and thereafter	\$850
Fire Department False Alarms (new reserved)	Reserved
Fire Department T1 Engine Work Rate per hour (current \$285)	\$285
Fire Department T1 Engine Standby Rate per hour (current \$110)	\$110
Fire Department T5 Brush Truck Work Rate per hour	\$135
Fire Department T5 Brush Truck Standby Rate per hour	\$85
Fire Department T6 Engine Work Rate per hour (current \$135)	\$135
Fire Department T6 Engine Standby Rate per hour (current \$72)	\$72
Fire Department T2 Tanker Work Rate per hour (current \$170)	\$170
Fire Department T2 Tanker Standby Rate per hour (current \$170)	\$90
Fire Department Ladder 1 Engine per hour	\$305
Fire Department Ladder 1 Engine Standby Rate per hour	\$175
	\$600
Fire Fighter Extra Duty Rate Per Call	
EMS Extra Duty Rate Per Call	\$200
Police Department Extra Duty per hour (current \$58)*	\$65
Police Department Extra Duty Squad Rate per hour per unit (current \$36)*	\$50 \$25
Police Department Fingerprinting Services Two Cards (current \$25)	\$25

## City of Proctor Fee Schedule 2023

Police Department Fingerprinting Services Additional Card (current \$10)	\$10
Police Department Pet Licensing per year (current \$2 and \$10/year)	\$4
Police Department Pet Licensing Lifetime	\$40
Street Department Working Foreman Fee (current \$44)	\$50
BUSINESS LICENSING (no proposed changes)	
Home Occupations	\$35
Shows, Games and Exhibitions per day	\$25
Shows, Games and Exhibitions per week	\$50
Shows, Games and Exhibitions per month	\$75
	\$100
Shows, Games and Exhibitions per year	\$100
Solicitor/Peddler/Transient License per day	
Solicitor/Peddler/Transient License per week	\$50
Solicitor/Peddler/Transient License per month	\$75
Solicitor/Peddler/Transient License per year	\$100
Municiple Towing and Impoundment Annual Permit	\$35
Public Dancing per event	\$100
On-Sale Intoxicating (Annual)	\$1,500
On-Sale 3.2 Beer (Annual)	\$100
On-Sale Sunday (Annual Regular and Club)	\$200
On-Sale Club Intoxicating (Annual)	\$100
Off-Sale Intoxicating (Annual)	NA
Off-Sale 3.2 Beer (Annual)	\$15
Temporary 3.2 Beer	\$50
Temporary On-Sale Club Liqour (one-day)	\$50
Wine License	\$100
Sexually Orientated Business	\$1,200
BUILDING	
Building Permit *	Permit Schedule
Demolition	NC
Excavation (current \$35)	\$50
Fence (current \$20)	\$50
Building Inspection Fee Extra Inspections (current \$44)	\$50
Building Plan/Design Review (current%)	\$500
Plumbing Permit (current \$15)	\$50
Plumbing Per Fixture (current \$5)	\$10
Plumbing Inpector Extra Inspections per hour (current \$44)	\$10
Roofing (current \$35)*	\$50
Siding (current \$35)*	\$50
Sign (current fee schedule)	Permit Schedule
Soil and Water Erosion Plan Review (current employee rate plus 10%)	Rate plus 20%
HVAC Heating & Air Conditioning *	Permit Schedule
Windows / Doors 1-3 (current \$20) *	\$25

## City of Proctor Fee Schedule 2023

Windows / Doors 4-6 (current \$35) *	\$50
Windows / Doors 7-up (current \$55) *	\$80
* an additional state surcharge will apply	State of MN
PLANNING & ZONING	
Conditional Use Permit (current \$150)	\$300
Conditional Use Permit Attorney Fee (current \$250)	\$300
Rezoning (current \$200 plus \$100 map changes)	\$400
Variance (current \$150)	\$200
Vacate/Easements (current \$200 plus \$100 map changes	\$400
Platting/Subdivision Review (current \$300 plus \$100 map changes)	\$500
Special Use Permits	\$300
UTILITY / CHARGES	
Sewer Connection	\$300
Sewer Residential Minimum Residential	\$17.50
Sewer Per Cubic Foot Residential	\$2.99
Sewer Commercial Minimum Commercial	\$17.50
Sewer Per Cubic Foot Commercial	\$4.59
Stormwater Monthy	Reserved
Garbage Delingquent (current \$50 initial)	\$50
Garbage Delinquent unpaid (current 10% of balance)	10% of balance
Stormwater Management Plan Fee (current \$250)	\$300
Utility Late Fee	10%

Chad Ward Mayor **City of Proctor** 

COUNCILORS

Jake P. Benson

Troy R. DeWall Rory Johnson James Rohweder

**6**A

Jess Rich City Administrator

You Have A Place in Proctor

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

## RESOLUTION 05-23 A RESOLUTION ACCEPTING A DONATION TO THE CITY

**WHEREAS,** the City of Proctor is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to donate the following to the city:

Name of Donor	Donation	<u>Amount/Value</u>
Moose Lodge, Inc	plush moose stuffed animals	\$170.00

WHEREAS, the terms or conditions of the donations, if any, are as follows:

Terms or Conditions None

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

- 1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
- 2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Proctor, Minnesota this 21<sup>st</sup> day of February 2023.

Mayor Chad Ward

Attested:

City Clerk Jess Rich

Chad Ward Mayor



Jess Rich City Administrator

You Have A Place in Proctor

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



COUNCILORS

Jake P. Benson

Troy R. DeWall Rory Johnson James Rohweder

## Resolution 06-23 Resolution of Non-Objection To Issuance of State of Minnesota Charitable Gambling License

BE IT RESOLVED that the City Council of the City of Proctor hereby certifies that there is no objection to the issuance of a State of Minnesota Charitable Gambling Permit to Crush ALS, Inc to conduct a raffle at Blackwoods Event Center on January 16, 2024.

Passed by a majority vote of the Proctor City Council, this 21st day of February 2023.

BY: Chad Ward Mayor ATTEST: Jess Rich City Administrator

## MINNESOTA LAWFUL GAMBLING LG220 Application for Exempt Permit

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

- conducts lawful gambling on five or fewer days, and
  awards less than \$50,000 in prizes during a calendar
- year. If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to

## ORGANIZATION INFORMATION

your county by calling 651-539-1900.

#### **Application Fee (non-refundable)**

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

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

Organization Name:			Previous Gambling Permit Number: X			
Minnesota Tax ID Number, if any:	Federal Employer ID					
Mailing Address:						
City:	State:	Zip:	County:			
Name of Chief Executive Officer (CEO):						
CEO Daytime Phone:	CEO Email: (p <sup>,</sup>	ermit will be ema	ailed to this email address unless otherwise indicated below)			
Email permit to (if other than the CEO):						
NONPROFIT STATUS						
Type of Nonprofit Organization (check one):						
-			Other Nonprofit Organization			
Attach a copy of <u>one</u> of the following show (DO NOT attach a sales tax exempt status or fe						
IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, If your organization falls under a part	y of your federal in , <b>or internationa</b> rent organization, rganization is a no	ganization's r ncome tax exer I parent nonp attach copies ( onprofit 501(c)	empt letter, have an organization officer contact the profit organization (charter) of <u>both</u> of the following: ) organization with a group ruling; and			
GAMBLING PREMISES INFORMATI	ON					
Name of premises where the gambling event w (for raffles, list the site where the drawing will t						
Physical Address (do not use P.O. box):						
Check one:						
City:		Zip:	County:			
Township:		Zip:	County:			
Date(s) of activity (for raffles, indicate the date	e of the drawing):					
Check each type of gambling activity that your	organization will c	conduct:				
Bingo Paddlewheels	Pull-Tabs	Tipboaı	rds Raffle			
<b>Gambling equipment</b> for bingo paper, bingo from a distributor licensed by the Minnesota G devices may be borrowed from another organi <i>www.mn.gov/gcb</i> and click on <i>Distributors</i>	ambling Control B zation authorized	board. EXCEPT to conduct bin				

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGME the Minnesota Gambling Control Board)	INT (required before submitting application to	
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township	
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.	
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).	The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.	
The application is denied.	The application is denied.	
Print City Name:	Print County Name:	
Signature of City Personnel:	Signature of County Personnel:	
Title: Date:	Title:Date:	
	<b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or	
The city or county must sign before submitting application to the	deny an application, per Minn. Statutes, section 349.213.)	
Gambling Control Board.	Print Township Name:	
	Signature of Township Officer:	
	Title: Date:	
report will be completed and returned to the Board within 30 days	ate to the best of my knowledge. I acknowledge that the financial of the event date. Date: re; designee may not sign)	
REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS	
<ul> <li>Complete a separate application for:         <ul> <li>all gambling conducted on two or more consecutive days; or</li> <li>all gambling conducted on one day.</li> </ul> </li> <li>Only one application is required if one or more raffle drawings are conducted on the same day.</li> <li>Financial report to be completed within 30 days after the gambling activity is done:         <ul> <li>A financial report form will be mailed with your permit. Complete and return the financial report form to the Complete form to the Complete activity.</li> </ul> </li> </ul>	<ul> <li>Mail application with:         <ul> <li>a copy of your proof of nonprofit status; and</li> <li>application fee (non-refundable). If the application is postmarked or received 30 days or more before the even the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</li> </ul> </li> <li>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South</li> </ul>	
and return the financial report form to the Gambling Control Board. Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Roseville, MN 55113 <b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.	
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the	ormation when received nformation provided will ur organization until the When the Board issues on provided will become s not issue a permit, all nains private, with the zation's name and n public. Private data are available to BoardCommissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.	

This form will be made available in alternative format (i.e. large print, braille) upon request.

MINNESOTA	GAMBLING	CONTROL	BOARD
-----------	----------	---------	-------

## **Checklist for Exempt Raffle**

			0
Organization Name:	Previous Gambling Permit #:	Date of Raffle Drawing:	
	X-		
INCTRUCTIONS			

belo app 4) th Afte	purpose w. Detailicable staticable static ne <i>phone</i> r reading wering "Y	iled information regarding each requirement is av atutes and rules; 2) the <i>Lawful Gambling Manua</i> <i>number and email address</i> of your county's Con	vailable b I chapter opliance to you unde CEO must	erstand the requirement and agree to comply. After t sign the acknowledgment below. Include the
		• If tickets will be sold prior to the event,		Conduct
Yes	<ul> <li>mark "Yes" to item #1 and mark "N/A" to items #2 and #3.</li> <li>If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3.</li> </ul>			<ol> <li>Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)</li> </ol>
		<ol> <li>Tickets are printed in accordance with MN Rule 7861.0310.</li> <li>Tickets contain the convention number of</li> </ol>		10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. ( <i>349.173</i> )
		<ol> <li>Tickets contain the sequential number of the raffle ticket. (349.173)</li> </ol>		11. Persons are not required to be present at a raffle
		<ol> <li>A list of prizes and a statement of other relevant information is made available to</li> </ol>		drawing to be eligible to win. (349.173) (7861.0310)
Yes	Prizes	ticket purchasers. (349.173)		12. Raffle tickets are not sold to or won by persons under age 18. ( <i>349.181</i> ) ( <i>7861.0310</i> )
		organization is the sole owner of all the real or sonal property to be awarded. ( <b>7861.0260</b> )		13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
		erchandise certificate is used when a prize	Yes	House Rules
	<ul> <li>requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)</li> <li>6. Prizes must not consist of lawful gambling equipment including raffle tickets for another</li> </ul>			14. Clear and legible house rules in accordance with MN Rule <b>7861.0310</b> are prominently posted at the point of winner selection.
			Yes	Post Raffle Conduct
	-	e. ( <b>7861.0260</b> )		15. An exempt permit financial report ( <i>LG220A</i> ) must
	<ol> <li>The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not</li> </ol>			be submitted to the Gambling Control Board within 30 days of the gambling occasion. ( <i>349.166</i> )
		eed \$50,000 in a calendar year. ( <b>349.166</b> )		16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
	dem	whol is only awarded as a prize to persons who nonstrate that they are 21 years of age or older. DA.707)		17. Gambling records must be kept for 3½ years. (7861.0310)

#### CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

**Noncompliant Activity:** I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.

Signature:		Date:	Print Name:	
Jeff Cliason				
Data privacy notice: The information requested on this	Your organization	n's name and address will	be public	Safety; Attorney General; Commissioners of
form (and any attachments) will be used by the Gambling		n received by the Board. A		Administration, Minnesota Management & Budget, and
Control Board (Board) to determine your organization's		ided will be private data a		Revenue; Legislative Auditor, national and international
qualifications to be involved in lawful gambling activities in	organization unti	organization until the Board issues the permit. When the		gambling regulatory agencies; anyone pursuant to court
Minnesota. Your organization has the right to refuse to Board issues the		pard issues the permit, all information provided will		order; other individuals and agencies specifically
supply the information; however, if your organization become public. I		f the Board does not issue		authorized by state or federal law to have access to the
refuses to supply this information, the Board may not be		ided remains private, witl		information; individuals and agencies for which law or legal
able to determine your organization's qualifications and, as		ion's name and address w		order authorizes a new use or sharing of information after
a consequence, may refuse to issue a permit. If your		ata about your organizatio		this notice was given; and anyone with your written
organization supplies the information requested, the Board		rs, Board staff whose wor		consent.
will be able to process the application.	to the informatio	n: Minnesota's Departme	nt of Public	

This form will be made available in alternative format (i.e., large print, braille) upon request.

An equal opportunity employer

	Page 4 of 4
How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
<ul> <li>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</li> <li>gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games);</li> <li>advertising;</li> <li>printing raffle tickets; or</li> </ul>	<ol> <li>Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund.</li> </ol>
<ul> <li>any services or goods that are directly related to the conduct of your gambling.</li> <li>Charitable contributions - Gambling funds may be spent for the following charitable contributions</li> </ul>	<ol> <li>Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure.</li> </ol>
<ul> <li>(lawful purpose):</li> <li>to or by 501(c)(3) organization and 501(c)(4) festival organizations;</li> <li>relieving the effects of poverty, homelessness, or disability;</li> <li>problem gambling programs approved by the Minnesota Department of Human Services;</li> <li>public or private nonprofit school;</li> </ul>	<ul> <li>3. Government - An expenditure may not be made for: <ul> <li>influencing the nomination or election of a candidate for public office;</li> <li>promoting or defeating a ballot question; or</li> <li>any activity intended to influence an election or a governmental decision- making process.</li> </ul> </li> </ul>
<ul> <li>scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships);</li> <li>church;</li> </ul>	<ol> <li>Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency.</li> <li>Pension - A contribution may not be made to a government pension or retirement</li> </ol>
<ul> <li>recognition of military service (open to public) or active military personnel in need;</li> <li>activities and facilities benefiting youth under age 21;</li> <li>citizen monitoring of surface water quality, with data submitted to Minnesota PCA;</li> </ul>	<ul> <li>fund, such as a fire relief association.</li> <li>6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corpo-ration Act, Minnesota Statutes, Section 317A.255.</li> </ul>
<ul> <li>unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed);</li> <li>wildlife management projects or activities that</li> </ul>	<ol> <li>Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages.</li> </ol>
<ul> <li>benefit the public-at-large, with DNR approval;</li> <li>grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval;</li> </ul>	<ol> <li>Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund.</li> </ol>
<ul> <li>supplies and materials for DNR training and educational programs;</li> <li>nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled;</li> </ul>	<ol> <li>Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization.</li> </ol>
<ul> <li>community arts organizations or programs;</li> <li>humanitarian service recognizing volunteerism or philanthropy; and</li> <li>acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).</li> </ul>	<ol> <li>Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.</li> </ol>

Chad Ward Mayor

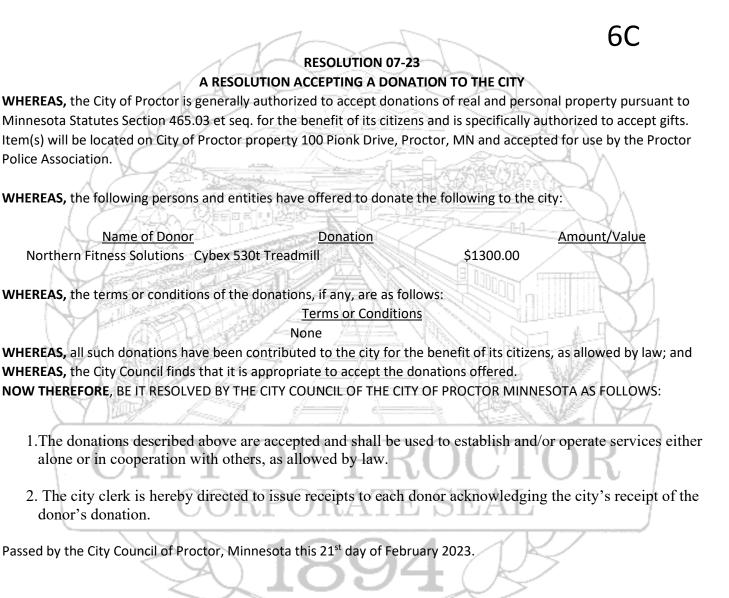


COUNCILORS Jake P. Benson Troy R. DeWall Rory Johnson James Rohweder

Jess Rich City Administrator

You Have A Place in Proctor

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



Mayor Chad Ward

Attested:

City Clerk Jess Rich



Baker Tilly US, LLP 30 East 7<sup>th</sup> Street Suite 3025 St. Paul, MN 55101

651-223-3000 bakertilly.com

6D

January 10, 2023

City of Proctor 100 Poink Drive Proctor, MN 55810

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Proctor (the "Client") to assist the Client with advisory services.

#### Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

#### Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.



#### **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing. Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a nonexclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

#### Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

#### **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding



involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the nonbreaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

#### Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

#### **Other Matters**

#### E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding



in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal, and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

#### Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

#### Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

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

Title:

Date:

#### Attachment A Important Disclosures

#### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

#### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a division of Baker Tilly Wealth Management, LLC, is registered as an investment adviser with the Securities and Exchange Commission ("SEC") under the Federal Investment Advisers Act of 1940, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

#### Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <a href="https://www.sec.gov/edgar/searchedgar/companysearch.html">https://www.sec.gov/edgar/searchedgar/companysearch.html</a> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

#### RE: Municipal Advisory Services Debt Issuance, Arbitrage, and Continuing Disclosure

#### **DATE:** January 12, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Proctor (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

#### SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:

#### A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), BTMA shall perform the following services, as applicable:

- 1. Provide general financial advice relative to a Project.
- 2. Survey the resources available to determine the financial feasibility of a Project.
- 3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
- 4. Assist the Client in selecting an approach for a Project.
- 5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
- 6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
- 7. Assist Client in coordinating the activities of the working group for a Project as needed.
- 8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
- 9. Assist the Client with other components of a Project as requested and agreed upon.

#### **B.** Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), BTMA shall perform the following services, as applicable:

- 1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance ("Debt Obligation").
- 2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)



- 3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
- 4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
- 5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
- 6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
- 7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
- 8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
- 9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
- 10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
- 11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
- 12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
- 13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

#### **D.** Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.



(Scopev20201214)

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

- 1. Determine the yield on the applicable Debt Obligation;
- 2. Determine if spending exceptions have been met;
- 3. Determine the amount of any arbitrage payment due the IRS;
- 4. Notify Client and/or its designee of any liability amount;
- 5. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

- 1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
- 2. Payments of principal and interest on the Debt Obligations; and
- 3. All investment activity including:
  - a) Date of purchase or acquisition;
  - b) Purchase price of investments including any accrued interest;
  - c) Face amount and maturity date;
  - d) Stated rate of interest;
  - e) Interest payment dates;
  - f) Date of sale, transfer, or other disposition;
  - g) Sale or disposition price; and
  - h) Accrued interest due on the date of sale or disposition.
- 4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
- 5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for notifying BTMA of any additional or subsequent Debt Obligations that would require arbitrage compliance services.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.



(Scopev20201214)

#### E. Continuing Disclosure Services

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, provide continuing disclosure services with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall do the following:

#### 1. Preparation and filing of annual reporting

BTMA will provide a list of each issue for which the Client requires continuing disclosure services ("Services"). The Client will provide BTMA with a copy of each Continuing Disclosure Undertaking ("CDU") that has been executed for each Debt Obligation, including master and supplemental CDUs if any.

#### BTMA will:

- Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
- Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU;
- Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements; and
- If not filed at the time of the annual report, file the audit as set forth in the CDU pending timely receipt from the Client.
- 2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

- a. At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:
  - Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period;
  - Assess the filings made on EMMA in conjunction with each applicable Debt Obligation;
  - Research whether any Debt Obligations with an assigned rating changed during the look-back period, including rating changes for insured Debt Obligations; and
  - Determine whether all required notices related to events and filings were made in compliance with the CDUs.
- b. Remedying Deficiencies for Outstanding Debt Obligations

If a deficiency is found and the debt obligations remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has occurred.

 c. Updating Compliance. At the time that BTMA conducts services annually under item I, BTMA will update the compliance check completed under 3.a.



- 4. <u>EMMA Issuer Homepage (Upon request. Hourly rates will apply.)</u> BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.
- Other post issuance services (Upon Request. Hourly rates will apply.) If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.
- 6. <u>Rating surveillance support (Upon Request. Hourly rates will apply.)</u> If applicable for rated outstanding Debt Obligations, BTMA will assist with compiling responses to rating agency requests for data and information during the rating surveillance process. BTMA will also participate on rating surveillance calls and provide additional support as needed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

### COMPENSATION AND INVOICING

### A. Compensation for Services Relating to Client's Debt Obligations

- 1. Fees for Services
  - **a**. General obligation debt:

							Α	dditional		
	Par /	Am	<u>ount</u>	E	Base Fee		<u>Pur</u>	poses Fee	Total Par	<u>Total Fee</u>
Tier 1		to	2,999,999.99	5	§ 18,000	-	\$	5,000	Total Par of all purposes	Base Fee + \$5,000 for each addt'l purpose
Tier 2	3,000,000.00	to	4,999,999.99	5	\$ 25,000		\$	5,000	Total Par of all purposes	Base Fee + \$5,000 for each addt'l purpose
Tier 3	5,000,000.00	to	9,999,999.99	ę	\$ 30,000		\$	7,500	Total Par of all purposes	Base Fee + \$7,500 for each addt'l purpose
Tier 4	10,000,000.00	to	24,999,999.99	5	\$ 45,000		\$	7,500	Total Par of all purposes	Base Fee + \$7,500 for each addt'l purpose
Tier 5	25,000,000.00	to	49,999,999.99	5	\$ 65,000		\$	10,000	Total Par of all purposes	Base Fee + \$10,000 for each addt'l purpose
Tier 6	50,000,000.00	to	74,999,999.99	5	\$ 75,000		\$	10,000	Total Par of all purposes	Base Fee + \$10,000 for each addt'l purpose
Tier 7	75,000,000.00	to	99,999,999.99	5	\$ 100,000		\$	10,000	Total Par of all purposes	Base Fee + \$10,000 for each addt'l purpose

- b. The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c. The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d. Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e. Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f. In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g. After completion of an initial 36-month term from the date of this Scope Appendix, and annually thereafter, the fees detailed herein for both debt obligations and non-debt issuance services, are subject to a percentage increase based upon the greater of (i) the average rate of the 12-month change for the Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics for the most recent three (3) month period preceding the date of calculation, or (ii) 1.00%.



- h. BTMA's fees shall be payable as follows:
  - (i) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.
  - (ii) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at onehalf the amount which would have been due upon closing.
  - (iii) If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.
  - (iv) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

### B. Hourly Rates for added services and Non-Debt Issuance Related Services

STANDARD HOURLY RATES				
Staff level	Hourly rate			
Principal	\$330 to \$525			
Director	\$330 to \$525			
Managers	\$220 to \$325			
Consultants	\$150 to \$250			
Support, municipal bond disclosure specialists	\$110 to \$220			
Interns	\$110 to \$135			



### C. Arbitrage and Rebate Monitoring Services

- 1. Fees for arbitrage services shall be as applied as follows:
  - a. \$1,500 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
  - b. \$1,500 for the first year, plus \$400 for each additional year up to a five year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
- 2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, BTMA will notify the Client if compliance with the arbitrage provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made and it is accepted by the Client, BTMA will perform monitoring activities for a fee of \$400 for annual monitoring or \$850 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitrage services.
- 3. If (i) separate information for each Debt Obligation is not provided, (ii) BTMA is required to perform allocations of investments among funds, or (iii) BTMA is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B herein.

### **D.** Continuing disclosure services

Fees for continuing disclosure services include the following:

- 1. Full Disclosure
  - a. A fee of \$1,300.00 to be applied to each separate type of debt report required to be filed (i.e. general obligation, revenue, etc.); and
  - b. a fee of \$200.00 per issue.

In certain circumstances, the following credits may be applied:

- a. A credit of \$1,300.00 will be applied if a Final Official Statement previously filed on EMMA can be referenced as containing all of the required financial and operating data; or
- b. A credit of \$1,300.00 will be applied if the required financial and operating data is prepared in conjunction with Preliminary Official Statement and can be included in the annual report; or
- c. A credit of \$700.00 will be applied if the City's audited financial statements contain all of the required financial and operating data.
- 2. Limited Disclosure
  - a. A fee of \$600.00; and
  - b. a fee of \$200.00 per issue.

Client shall be responsible for county auditor certification fees, if required, and any legal fees incurred in connection with determining compliance with continuing disclosure certificates or interpretation of significant events or filing of the annual report.

### E. Expenses and Hourly Fees

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.



### **BILLING PROCEDURES**

### Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

#### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

### Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

### **Termination**

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name:	
Title:	
Date:	



(Scopev20201214)

Chad Ward Mayor **City of Proctor** 

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

6E

Date: February 16, 2023

To: City Council

From: Jess Rich

Re: Sand Salt Maintenance Garage

In May 2022 the city council rejected the one and only bid for the construction of a sand/salt storage facility and maintenance garage (see attached.) Due to the cost of materials at the time, the City Council postponed the garage construction and re-bid the project for the sand/salt storage facility and maintenance garage foundation.

Would the council like to put the project out for bid again? Initial conversations with contractors indicate the cost of materials is stabilizing. With the garage foundation already complete, smaller contractors might be able to accommodate a project of this size.



May 16, 2022

RE: Proctor, Minnesota Salt and Sand Storage Building Project SEH No. PROCT 166073

City of Proctor 100 Pionk Dr. Proctor, MN 55810

On Thursday, May 12, 2022 at 2:00 p.m., one bid was received for the above-referenced project. The bid received was submitted by Johnson Wilson Constructors, Inc., of Duluth, MN in the amount of \$1,491,601.62.

	Contractor	Site Work	Maintenance Garage	Total Bid	
1	Johnson Wilson Constructors, Inc.	\$582,364.62	\$909,237.00	\$1,491,601.62	
Enai	neer's Estimate	\$574,975.50	\$472,400.00	\$1,047,375.50	_

Based on the bidding results and given the City's budget for the project, we do not recommend awarding the project as it exceeds the Engineer's Estimate by \$444,226.12.

The site work portion of the low bid was \$582,364.62 and only \$7,389.12 more than the Engineer's Estimate of \$574,975.50 for site work. The Maintenance Garage lump sum bid item however, came in at \$909,237.00 (\$355/Sq. Ft.) and exceeded the Engineer's Estimate of \$472,400.00 (\$185/Sq. Ft.) by \$436,837.00.

Therefore, we recommend that the city rejects all bids received. We do however recommend that the City rebids the project with site work only and omits the Maintenance Garage portion of the work, in order to provide access to allow the new Sand and Salt Storage Facility to be constructed. The City has State funding to construct the new Sand and Salt Storage Facility and related site work that needs to be spent in 2022. In addition, the City is now required under their MS4 permit to construct a Salt shed this year.

Based on available funding, the City could then rebid the Maintenance Garage at a future date if they so choose to.

Sincerely,

Tyler Yngsdal, PE (Lic. MN) Project Engineer

ah Attachment – Bid Tab r\admin\\_standards and forms\etters\recaward ltr.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507 651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



## **TABULATION OF BIDS**

JEII								
Salt and Sand Storage Building Project E					Engineer's Estim	ate	Johnson Wilson Constructors, Inc.	
Proctor, Minnesota							4431 West Michi	gan St.
SEH No.: PR	ROCT 166073						Duluth, MN 558	807
Bid Date: 2:0	00 p.m., Thur	sday, May 12, 2022			\$1,047,375.50		\$1,491,601.62	
				Est.				
Line No.	Item No.	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	2021.501	MOBILIZATION	LS	1	\$46,655.00	\$46,655.00	\$21,450.00	\$21,450.00
2	2101.505	CLEARING	ACRE	1.2		12,000.00	15,290.00	18,348.00
3	2101.505	GRUBBING	ACRE	1.2		12,000.00	935.00	1,122.00
4	2104.503	REMOVE CURB AND GUTTER	LIN FT	86		860.00	6.05	520.30
5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	119		595.00	6.05	719.95
6	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	84		840.00	5.23	439.32
7	2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	178	3.00	534.00	1.65	293.70
8	2106.507	EXCAVATION - COMMON (P)	CU YD	11825	15.00	177,375.00	16.13	190,737.25
9	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV) (P)	CU YD	1160	25.00	29,000.00	30.80	35,728.00
10	2108.504	GEOTEXTILE FABRIC TYPE 5 (P)	SQ YD	3600	3.00	10,800.00	3.85	13,860.00
11	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	965	35.00	33,775.00	37.95	36,621.75
12	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	230	125.00	28,750.00	143.00	32,890.00
13	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE	TON	135	125.00	16,875.00	145.20	19,602.00
14	2451.507	COARSE FILTER AGGREGATE (LV)	CU YD	10	50.00	500.00	103.68	1,036.80
15	2451.507	STRUCTURE EXCAVATION CLASS R	CU YD	100	250.00	25,000.00	330.00	33,000.00
16	2501.502	12" RC PIPE APRON	EACH	3	1,200.00	3,600.00	1,512.50	4,537.50
17	2502.503	4" PERF TP PIPE DRAIN	LIN FT	86	10.00	860.00	25.30	2,175.80
18	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	103	70.00	7,210.00	122.38	12,605.14
19	2503.602	8"X6" PVC WYE	EACH	1	700.00	700.00	566.50	566.50
20	2503.602	SANITARY TRACER BOX	EACH	1	200.00	200.00	374.00	374.00
21	2503.602	SANITARY CLEANOUT	EACH	1	700.00	700.00	962.50	962.50
22	2503.603	6" PVC SANITARY SERVICE PIPE	LIN FT	30	60.00	1,800.00	88.55	2,656.50
23	2503.603	8" PVC PIPE SEWER SDR 35	LIN FT	280	70.00	19,600.00	66.00	18,480.00
24	2504.602	1" CURB STOP AND BOX	EACH	1	1,000.00	1,000.00	1,072.50	1,072.50
25	2504.602	1" TAPPING TEE WITH ELECTROFUSION SADDLE	EACH	1	500.00	500.00	539.00	539.00
26	2504.602	HYDRANT ASSEMBLY	EACH	1	8,500.00	8,500.00	13,420.00	13,420.00
27	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	2,500.00	2,500.00	5,610.00	5,610.00
28	2504.602	WATER TRACER BOX	EACH	1	200.00	200.00	363.00	363.00
29	2504.603	1" HDPE WATER SERVICE SDR 9	LIN FT	34		1,020.00	67.10	2,281.40
30	2504.603	8" HDPE WATER MAIN SDR 11	LIN FT	120	60.00	7,200.00	100.10	12,012.00
31	2504.604	3" POLYSTYRENE INSULATION	SQ YD	40		2,000.00	73.70	2,948.00
32	2506.502	CASTING ASSEMBLY	EACH	2		1,500.00	946.00	1,892.00

1



## **TABULATION OF BIDS**

Salt and Sar	nd Storage Bi	uilding Project			Engineer's Estim	ate	Johnson Wilson	Constructors, Inc.
Proctor, Mir					_		4431 West Michi	gan St.
SEH No.: PROCT 166073						Duluth, MN 558	07	
Bid Date: 2:	00 p.m., Thur	sday, May 12, 2022			\$1,047,375.50		\$1,491,601.62	
Line No.	Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price
33	2506.602	CONNECT TO EXISTING STRUCTURE	EACH	2	2,500.00	5,000.00	627.00	1,254.00
34	2506.602	CONSTRUCT SANITARY MANHOLE	EACH	2	4,000.00	8,000.00	8,305.00	16,610.00
35	2506.602	MANHOLE FRAME SEAL	EACH	2	400.00	800.00	814.00	1,628.00
36	2511.507	RANDOM RIPRAP CLASS III	CU YD	65	75.00	4,875.00	121.00	7,865.00
37	2521.518	4" CONCRETE WALK	SQ FT	178	10.00	1,780.00	16.50	2,937.00
38	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	86	40.00	3,440.00	48.68	4,186.48
39	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	18	75.00	1,350.00	102.30	1,841.40
40	2563.601	TRAFFIC CONTROL	LS	1	2,000.00	2,000.00	4,840.00	4,840.00
41	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	1,500.00	1,500.00	2,860.00	2,860.00
42	2573.503	SILT FENCE, TYPE HI	LIN FT	1816	5.00	9,080.00	5.23	9,497.68
43	2573.502	STORM DRAIN INLET PROTECTION	EACH	6	200.00	1,200.00	132.00	792.00
44	2573.503	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	40	10.00	400.00	11.28	451.20
45	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	176	8.00	1,408.00	10.18	1,791.68
46	2574.508	FERTILIZER TYPE 4	POUND	189	2.00	378.00	2.48	468.72
47	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	3950	3.50	13,825.00	2.75	10,862.50
48	2575.505	SEEDING (P)	ACRE	1.3	1,000.00	1,300.00	121.00	157.30
49	2575.508	SEED MIXTURE 36-311	POUND	44	5.00	220.00	42.90	1,887.60
50	2575.509	MULCH MATERIAL TYPE 3	TON	2.5	800.00	2,000.00	1,347.50	3,368.75
51		MAINTENANCE GARAGE	LS	1	472,400.00	472,400.00	909,237.00	909,237.00
52		SAND SALT SHED ELECTRICAL AND LIGHTING	LS	1	9,500.00	9,500.00	20,200.40	20,200.40
		•	ENGINE	ER'S 10%	CONTINGENCY	52,270.50		0.00
TOTAL BID	PRICE					\$1,047,375.50		\$1,491,601.62

1



Building a Better World for All of Us®

# 6F

# **CHANGE ORDER**

City of Proctor	2/17/2023
OWNER	DATE
	6
OWNER'S PROJECT NO.	CHANGE ORDER NO.
Proctor Sand and Salt Storage Facility	PROCT 166073 71.50
PROJECT DESCRIPTION	SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

Distribution

Contractor 2

This change order includes an increase in the total project cost of \$8,000.00. The purpose of the price increase is described below.

Purpose of Change Order:

Due to phasing of the project with the CenturyLink (Lumen) fiber optic utility conflict, it was determined at our site meeting on 9/27/2022 that a temporary access roadway needed to be constructed to provide access for the installation of the sand/salt storage structure and for temporary access during winter months for City maintenance staff. The Contractor is requesting this change order to capture the costs of the added rock material for the temporary access construction. The Contractor's change order request is attached.

Basis of Cost: Attachments (list supporting doc COR03 REV01_3in Minus Rock	,	] Estimated				
Contract Status			Substa	ntial Completion	Cost	
Original Contract			Septe	ember 23, 2022	\$689,978.00	
Net Change Prior C.O.'s <u>1</u>	to <u>5</u>				\$30,519.15	
Change this C.O.					\$8,000.00	
Revised Contract			Ju	ne 30, 2023	\$728,497.15	
Recommended for Approval: SI	hort Elliott Hend	drickson Inc.	-	How I have a second sec	(Lic MN)	
Agreed to by Contractor:				roved for Owner:		
BY Veit & Company Inc.			BY	City of Proctor		
TITLE			TITLE			

x:\pt\p\proct\166073\salt and sand storage\7-const-svcs\71-mgmt\50-chg-order\co 6 temp access rock\backup\change order no. 6.docx

Owner 1

Engineers | Architects | Planners | Scientists

Project Representative 1

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, P.O. Box 229, Duluth, MN 55801-0229

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

SEH Office 1

SEH is 100% employee-owned | Affirmative Action-Equal Opportunity Employer



CHANGE ORDER REQUEST

220252 : Proctor Salt and Sand Storage Site

PCO#: **3 - Fiber Relocation Schedule** Extension - 3in Minus Rock Rd

Date: 10/07/2022

To: Tyler Yngsdal Short Elliot Hendrickson Inc 418 West Superior Street Suite 200 Duluth, MN 55801 218-279-3001 (O) tyngsdal@sehinc.com

### From: Will Goldsworthy

Veit & Company, Inc. 1100 West Gary Street Duluth, MN 55808 (763) 428-2242 (O) wgoldsworthy@veitusa.com

Below is the detail for our proposal to complete the following changes in contract work:

 Proposed Scope of Work: The existing large 911 fiber line is in conflict with a number of work items for the project. This line has not been relocated and has caused some work on the project to be delayed until 2023. Change order requests 3 thru 6 is to capture the various cost impacts of extending the project scheule into 2023 to accomodate the relocation of the fiber line. A new substantial completion date of June 30th, 2023 is requested.

PCO Item	Change in Days	Quantity	UM	Unit Price	Amount
1 : 3in Minus Rock Temp Road	0	1	LS	\$8,000.00	\$8,000.00

Submitted By:

Approved By:

Will Goldsworthy

Report Criteria:

### Payment Approval Report - City Report dates: 1/1/2022-12/31/2023

Page: 1 Feb 17, 2023 09:31AM

# **General Bills**

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 = 02/21/2023

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACME TOOLS 10922068	SHOP TOOLS	02/03/2023	228.95	100-30-300-2220 Supplies - Repair & M
Total ACM	E TOOLS:		228.95	
<b>AIRFIBER</b> 39123	INTERNET SERVICE - 5 STATIC IPS	02/20/2023	121.35	100-10-120-3009 Computer Services
Total AIRF	IBER:		121.35	
CINTAS				
4144639084	RUGS AND MATS - FIRE HALL	01/26/2023	94.26	100-20-220-3000 Professional Services
Total CINT	AS :		94.26	
COMPASS MINE	ERALS			
1134795	50 TONS SALT	02/08/2023	3,770.81	100-30-300-2224 Street Maintenance M
Total COM	PASS MINERALS:		3,770.81	
CONSOLIDATE	D COMMUNICATIONS			
02012023	MONTHLY TELEPHONE	02/01/2023	440.54	100-10-120-3021 Telephone
Total CON	SOLIDATED COMMUNICATIONS:		440.54	
DULUTH DODG	E			
6277103/1	2018 CHARGER	02/14/2023	278.55	100-10-130-4400 Repairs & Maintenanc
Total DULI	JTH DODGE:		278.55	
ELAN CORPOR	ATE PAYMENT SYSTEMS			
4616401238	GMAIL ACCOUNTS`	02/13/2023	63.00	100-20-210-3009 Computer Services
01/26/23	SUPER ONE BREAK ROOM SUPPLIES (SWEARING IN)	02/07/2023	23.28	100-20-210-2205 Office Supplies
010623	GALLS/CLOTHING	01/24/2023	214.99	100-20-210-2217 Clothing
010923 SAMS	SAMS CLUB	01/24/2023	85.64	100-20-210-2205 Office Supplies
011523	PADDLE HOLSTER WITH BELT LOOP/ SAFARILAND LEMASTERS	01/24/2023	172.86	100-20-210-2210 Operating Supplies
012023	ADHESIVE STRIPPER/SQUAD	01/24/2023	37.94	100-20-210-2220 Supplies - Repair & M
012023HOLID	DIESEL FUEL SKID STEER	01/20/2023	21.66	100-30-300-2212 Fuels & Lubricants
012423	2 WHEEL CART WHEELS, SUPPLIES	01/24/2023	82.68	100-10-130-2220 Supplies - Repair & M
012623	PACK AND MAIL PLUS BADGE POSTAGE	01/26/2023	12.70	100-20-210-2210 Operating Supplies
012723explore	EXPLORE MN CONFERENCE	01/27/2023	99.00	100-15-115-3012 Meeting Expense
02022023	SEWER LICENCE RENEWAL - JOSH	02/14/2023	23.49	500-50-510-4438 Licenses & Permits
021423 SAMS	OFFICE SUPPLIES	01/23/2023	115.87	100-20-210-2205 Office Supplies
034250	FLAGS	01/13/2023	563.00	100-10-120-2210 Operating Supplies
1.12.23	JOSH - ONLINE CREDITS FOR SEWER LICENSE RENEWAL	01/12/2023	225.00	500-50-510-3035 Training Expense
1.25.23	DIESEL FUEL SKID STEER	01/25/2023	71.65	100-30-300-2212 Fuels & Lubricants
1.6.2023	FUEL FOR SKID STEER AT KWIK TRIP	01/06/2023	74.68	100-30-300-2212 Fuels & Lubricants
111-146-1617-4	SEARCH CARE PACKAGE PAID FOR BY EMPLOYEES	01/17/2023	94.07	100-20-210-4430 Miscellaneous
111-161/3/8-0	PENS LABELS	01/03/2023	157 65	100-20-210-2205 Office Supplies

### Payment Approval Report - City Report dates: 1/1/2022-12/31/2023

Page: 2 Feb 17, 2023 09:31AM

Invoice Number	Description	Invoice Date	Net	GL Account and Title
			Invoice Amount	
111-4048501-4	AMAZON/OFFICE SUPPLIES	02/14/2023	6.99	100-20-210-2205 Office Supplies
111-4571633-2	NOTEPADS	01/03/2023	17.77	100-20-210-2205 Office Supplies
111-5439082-3	PENS	01/03/2023	4.49	100-20-210-2205 Office Supplies
112-0016534-3	LEMASTERS UNIFORM ALLOWANCE	01/03/2023	24.99	100-20-210-2217 Clothing
1-12-23FD	BLACK PRINTER INK	01/12/2023	96.44	100-20-220-2210 Operating Supplies
112-9741794-0	BRADLEY UNIFORM ALLOWANCE	01/01/2023		100-20-210-2217 Clothing
114-6175140-1	SCOTCH BRITE SCOUR PADS	01/17/2023		100-10-130-2211 Cleaning Supplies
114-6750675-9	PAPER TOWELS	01/17/2023	67.99	100-10-130-2211 Cleaning Supplies
114-9492031-7	PHONE CASE	01/12/2023		100-20-210-2210 Operating Supplies
11523FD	TRUCK WASHING SUPPLIES	01/15/2023	123.45	100-20-220-2211 Cleaning Supplies
13544	ARMOR EXCHANGE/BALLISTIC VEST (CARTER)	01/24/2023		100-20-210-2217 Clothing
13824	CHIEFS OF POLICE ASSOCIATION	02/14/2023		100-20-210-4433 Dues & Subscriptions
1-8-23FD	LAP TOP / BOTTLED WATER	01/08/2023		100-20-220-2210 Operating Supplies
195051	TRAFFIC WAND	01/02/2023		100-20-220-2214 Safety Items
22714944	GALLS STRINKER BOOTS (MOSHER)	02/06/2023	214.94	100-20-210-2217 Clothing
4350108	BOOTS MOSHER	01/17/2023		100-20-210-2217 Clothing
DELTA2384	TRAVEL FOR GFOA CONFERENCE	02/07/2023	558.40	100-10-150-3031 Travel & Lodging Expe
EUSP2314924	TRAVEL FOR GFOA CONFERENCE	02/07/2023	44.67	100-10-150-3031 Travel & Lodging Expe
W182244250	GUN MOUNT LIGHT/CABELAS (HEDIN)	01/24/2023	163.30	100-20-210-2210 Operating Supplies
WR23000131	BLAUER/CLOTHING (MOSHER)	01/24/2023	475.47	100-20-210-2217 Clothing
wr23003365	BLAUER LONG SLEEVE SHIRT (MOSHER)	02/06/2023	149.97	100-20-210-2217 Clothing
Total ELAN	N CORPORATE PAYMENT SYSTEMS:		6,448.49	
	E ONE-CALL INC			
3010691	21 FTP TICKETS	01/31/2023	28.35	500-50-510-3000 Professional Services
Total GOP	HER STATE ONE-CALL INC:		28.35	
2436012	ST CONTROL INC CITY HALL PEST CONTROL	01/25/2023	93.20	100-10-130-4406 Pest Control
2430012		01/23/2023		
Total GUA	RDIAN PEST CONTROL INC:		93.20	
HARTELS/DBJ	DISPOSAL COMPANY			
2022	GARBAGE ASSESSMENTS	02/15/2023	11,504.11	100-36-361-3616 Garbage Assessment
763323	TRASH REMOVAL SERVICES - CITY OF PROCTOR	01/25/2023	331.75	100-10-130-3084 Refuse Disposal
763323	REFUSE DISPOSAL - STREET DEPT TRASH PICKUP	01/25/2023	196.55	100-30-300-3084 Refuse Disposal
Total HAR	TELS/DBJ DISPOSAL COMPANY:		12,032.41	
INTEGRIS LLC				
33360545	COMPUTER LEASES	02/01/2023	563.17	100-10-120-3009 Computer Services
460712	MONTHLY BILLING	02/09/2023	3,106.14	100-10-120-3009 Computer Services
Total INTE	GRIS LLC:		3,669.31	
JOHNSON CON 1-1275900201	SERVICE CALL - AHU-2 HEATING VALVE NOT CLOSING -	02/16/2023	628.70	100-10-130-4400 Repairs & Maintenanc
	SERVES COMMUNITY ED			
Total JOH	NSON CONTROLS :		628.70	
KRIS ENGINEEI	RING INC			
37812	PLOW EDGE FOR PLOW TRUCK	02/02/2023	1,455.02	100-30-300-2220 Supplies - Repair & M
Total KRIS	ENGINEERING INC:		1,455.02	

City of Proctor		Payment Approval Report - City Report dates: 1/1/2022-12/31/2023		Page: 3 Feb 17, 2023 09:31AN
Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
LALONDE, RICH	ĸ			
1.22.23	2023 BOOTS FOR RICK	01/22/2023	199.98	100-30-300-2217 Clothing
Total LALC	DNDE, RICK :		199.98	
LEAGUE OF MN	N CITIES INS TRST			
2062023	2023 WORKERS COMP PREMIUM	02/06/2023	106,907.00	100-00-000-1550 Prepaid Expenses
Total LEAC	GUE OF MN CITIES INS TRST:		106,907.00	
MINNESOTA EN	IERGY RESOURCES			
0502214174-0	0502214174-00001 STREET GARAGE GAS	01/16/2023	1,911.26	100-30-300-3080 Utilities
0503508588-0	0503508588-00001 CITY HALL	01/16/2023	2,163.55	100-10-130-3080 Utilities
Total MINN	NESOTA ENERGY RESOURCES :		4,074.81	
UNICIPAL EM	ERGENCY SERVICES INC			
1821085	FIRE PRO X TIC	01/25/2023	2,805.69	100-20-220-2210 Operating Supplies
1824888	FIRE PRO X THERMAL CAMERAS	02/01/2023	2,805.71	100-20-220-2214 Safety Items
Total MUN	IICIPAL EMERGENCY SERVICES INC:		5,611.40	
ROCTOR BUIL	LDERS			
258254	FASTMELT	12/27/2022	146.93	100-10-130-2210 Operating Supplies
258491	FASTMELT	01/12/2023		100-10-130-2210 Operating Supplies
258908 259039	EXTENSION CORDS FLOURESSENT TUBES CHROME POLISH	02/06/2023 02/15/2023		100-20-220-2210 Operating Supplies 100-20-220-2210 Operating Supplies
				··· -··· · · · · ····· · · · · ·
Iotal PRO	CTOR BUILDERS:		316.60	
PROCTOR JOU				
37023	PAHA ADS	02/02/2023		100-15-115-3040 Advertising
37038 37041	AD IN JOURNAL CITY COUNCIL MINUTES 1.3.22	02/08/2023 02/08/2023		100-20-210-2210 Operating Supplies 100-10-110-3052 General Notices & Pub
37066	PRESIDENTS DAY CLOSING NOTICE	02/16/2023		100-10-110-3052 General Notices & Pub
Total PRO	CTOR JOURNAL :		489.54	
	IES COMMISSION UTILITIES - BDRY AVE & 135 LIFT STATION	02/07/2023	104 62	500-50-510-3080 Utilities
	UTILITIES - CITY GARAGE	01/17/2023		100-30-300-3080 Utilities
	UTILITIES - ALMAC DR LIFT STATION	01/17/2023		500-50-510-3080 Utilities
127050000 02	UTILITIES - 225 FIFTH AVE - FIRE DEPT	02/06/2023	893.34	100-20-220-3080 Utilities
Total PUBI	LIC UTILITIES COMMISSION :		1,480.16	
QUADIENT				
01182023	POSTAGE	01/18/2023	51.41	100-10-120-3022 Postage
Total QUA	DIENT :		51.41	
	CLEANING SERVICE LLC			
000532	CLEANING SERVICES	01/30/2023	3,575.00	100-10-130-3000 Professional Services
Total RASI	MUSSON CLEANING SERVICE LLC:		3,575.00	

	Report dates: 1/1/20	Report - City 022-12/31/2023		Feb 17, 2023 09:31A
nvoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
RICH, JESS				
92022	READYMIX CONCRETE - PLAYGROUND FOR EVERYBODY	02/15/2023	1,708.00	300-30-330-3015 Contractor
Total RICH	, JESS:		1,708.00	
EH				
40947	161800 2ND STREET RECONSTRUCTION	02/03/2022		300-30-330-3003 Engineering Fees
41517 41517	166073 2022-2024 CITY ENGINEERING 166073 SAND & SALT SHED	02/08/2023 02/08/2023		100-10-110-3003 Engineering Fees 300-30-330-3003 Engineering Fees
+1317	100073 SAND & SALT SHED	02/00/2023		SU0-SU-SSU-SSUS Engineering rees
Total SEH:			95,007.20	
HEL/DON REP	RODUCTION CENTRE			
652	DPD REFERENCE GUIDE PRINTING	02/10/2023	115.20	100-20-210-3000 Professional Services
Total SHEL	/DON REPRODUCTION CENTRE :		115.20	
	<u> </u>			
HRED N GO IN 46017	SHREDDING SERVICES	01/31/2023	114.08	100-10-120-3000 Professional Services
16760	SHREDDING SERVICES	02/10/2023		100-10-120-3000 Professional Services
Total SHRF	ED N GO INC :		228.16	
O ST LOUIS CO	O FAIR ASSN			
)23	2023 SPONSORSHIP	02/16/2023	8,000.00	100-15-115-3040 Advertising
Total SO S	T LOUIS CO FAIR ASSN:		8,000.00	
HOMSON REU	TERS-WEST			
17789227	ONLINE/SOFTWARE SUBSCRIPTION	02/01/2023	135.30	100-20-210-2210 Operating Supplies
Total THON	ISON REUTERS-WEST :		135.30	
<b>DWMASTER</b> 56956	SWITCH FOR SANDER CONTROL	02/07/2023	70.85	100-30-300-2220 Supplies - Repair & M
Total TOWI	MASTER :		70.85	
		00/45/0000	1 000 00	500-00-000-2320 Due to other Governm
)22	PROTOR PORTION OF UGSTAD ROAD SEWER PAYMENT 10 OF	02/15/2023	,	
)22	SEWER SPECIAL ASSESSMENT COLLECTED IN 2021 FOR UGSTAD ROAD SEWER	02/15/2023	1,451.52	500-00-000-2320 Due to other Governm
)22	INTEREST ON SEWER SPECIAL ASSESSMENT COLLECTED IN 2021 FOR UGSTAD ROAD SEWER	02/15/2023	72.57	500-00-000-2320 Due to other Governm
Total TOW	N OF MIDWAY:		3,512.09	
ROYS SERVICI	E			
2328	E 121 OIL CHANGE	02/06/2023	50.62	100-20-210-4400 Repairs & Maintenanc
2351	2 BATTERIES FOR BACKHOE	02/08/2023		100-30-300-2220 Supplies - Repair & M
2363	BRAKES & OIL CHANGE FOR 105	02/14/2023		100-20-210-4400 Repairs & Maintenanc
	OIL CHANGE 105	02/14/2023		100-10-130-4400 Repairs & Maintenanc
2380				
380 395	REPAIR EXHAUST SYSTEM ON ONE TON	02/14/2023	150.00	100-30-300-4400 Repairs & Maintenanc

City of Proctor		Payment Approval Report - City Report dates: 1/1/2022-12/31/2023		Page: 5 Feb 17, 2023 09:31AM
Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
VC3 INC.				
100171 99100	WORKSTATION MANAGEMENT AGREEMENT MITEL PHONE SUPPORT	02/08/2023 02/06/2023		100-20-210-3009 Computer Services 100-10-120-3021 Telephone
Total VC3	INC.:		761.92	
<b>VOYAGER FLE</b> 02082023	ET SYSTEMS INC POLICE FUEL	02/08/2023	1,680.82	100-20-210-2212 Fuels & Lubricants
Total VOY	AGER FLEET SYSTEMS INC :		1,680.82	
W.L.S.S.D.				
013123PRO1	WASTEWATER CHARGES	01/31/2023	29,319.00	500-50-510-3085 Sewer - WLSSD Billin
013123PRO1	2022 ADJUSTMENT	01/31/2023	2,249.00-	500-50-510-3085 Sewer - WLSSD Billin
Total W.L.	S.S.D.:		27,070.00	
WEX BANK				
02072023	FUEL - PUC	02/07/2023	362.10	700-71-720-2212 Fuels & Lubricants
02072023	FUEL - FIRE DEPT	02/07/2023	204.90	100-20-220-2212 Fuels & Lubricants
02072023	FUEL - STREET DEPT	02/07/2023	5,083.18	100-30-300-2212 Fuels & Lubricants
Total WEX	(BANK:		5,650.18	
WIPFLI				
1-31-23 FD	AUDIT PAYMENT	02/16/2023	900.00	100-20-220-3001 Auditing & Accounting
Total WIPI	FLI :		900.00	
ZIEGLER INC.				
IN000863771	LIGHT FOR LOADER	02/01/2023	63.40	100-30-300-2220 Supplies - Repair & M
Total ZIEG	GLER INC.:		63.40	
Grand Tot	als:		298,473.87	

Report Criteria:			
Detail report.			
Invoices with totals above \$0.00 in	cluded.		
Paid and unpaid invoices included.			
Invoice Detail.GL account (3 Chara	acters) = {<>}"600"		
Vendor.Vendor type = {<>} "PR"			
[Report].Date Paid = 02/21/2023			

### Payment Approval Report - Liquor Report dates: 1/1/2022-12/31/2023

# Liquor Bills

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 = 02/21/2023

Invoice Number		Description	Invoice Date	Net Invoice Amount	GL Account and Title
ARTISAN BEEI	R COMPANY				
3585292	BEER		02/03/2023	924.60	600-60-600-2252 Beer Purchases
Total ART	ISAN BEER COMPANY:			924.60	
BELLBOY COF	PORATION				
0098355000	DELIVERY		02/09/2023	10.93	600-60-600-3033 Freight & Express
0098355000	LIQUOR		02/09/2023	403.95	600-60-600-2251 Liquor Purchases
0106396100	DELIVERY		02/08/2023	2.00	600-60-600-3033 Freight & Express
0106396100	MIX		02/08/2023	25.00	600-60-600-2254 Soft Drinks & Mix
Total BEL	LBOY CORPORATION:			441.88	
BERNICKS PE	PSI				
30017569	BEER		02/01/2023	3,892.05	600-60-600-2252 Beer Purchases
30017570	SODA		02/01/2023	38.56	600-60-600-2254 Soft Drinks & Mix
30017571	BEER		02/01/2023	31.00-	600-60-600-2252 Beer Purchases
30018657	BEER		02/08/2023	4,220.40	600-60-600-2252 Beer Purchases
30018658	SODA		02/08/2023	38.56	600-60-600-2254 Soft Drinks & Mix
30018659	BEER		02/08/2023	35.20-	600-60-600-2252 Beer Purchases
30019096	BEER		02/09/2023	1,171.20	600-60-600-2252 Beer Purchases
30019749	BEER		02/15/2023	2,494.80	600-60-600-2252 Beer Purchases
Total BEF	NICKS PEPSI:			11,789.37	
BREAKTHRU E	BEVERAGE				
347636525	SERVICE FEE		02/02/2023	24.51	600-60-600-3033 Freight & Express
347636525	LIQUOR		02/02/2023	1,505.47	600-60-600-2251 Liquor Purchases
347728919	SERVICE FEE		02/09/2023	17.88	600-60-600-3033 Freight & Express
347728919	LIQUOR		02/09/2023	959.72	600-60-600-2251 Liquor Purchases
347828601	SERVICE FEE		02/16/2023	13.71	600-60-600-3033 Freight & Express
347828601	LIQUOR		02/16/2023	444.76	600-60-600-2251 Liquor Purchases
410554745	SERVICE FEE		01/25/2023	1.85-	600-60-600-3033 Freight & Express
410554745	LIQUOR		01/25/2023	20.06-	600-60-600-2251 Liquor Purchases
410596721	SERVICE FEE		02/07/2023	1.85-	600-60-600-3033 Freight & Express
410596721	LIQUOR		02/07/2023	81.00-	600-60-600-2251 Liquor Purchases
Total BRE	AKTHRU BEVERAGE:			2,861.29	
CINTAS					
4146284617	MATS		02/13/2023	190.60	600-60-600-2210 Operating Supplies
Total CIN	TAS :			190.60	
COCA COLA B	OTTLING CO				
3041779	SODA		02/14/2023	232.70	600-60-600-2254 Soft Drinks & Mix
Total CO	CA COLA BOTTLING CO:			232.70	

City of	Proctor
---------	---------

## Payment Approval Report - Liquor

Report dates: 1/1/2022-12/31/2023

Page: 2 Feb 17, 2023 09:34AM

nvoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title	
GUARDIAN PES	T CONTROL INC				
2435743	PEST CONTROL	01/25/2023	47.77	600-60-600-4406 Pest Control	
Total GUAF	RDIAN PEST CONTROL INC:		47.77		
HARTELS/DBJ [	DISPOSAL COMPANY				
763323	MOUNTAIN SPIRITS LIQUOR	01/25/2023	171.12	600-60-600-3084 Refuse Disposal	
Total HAR1	TELS/DBJ DISPOSAL COMPANY:		171.12		
JOHNSON BRO	THERS INC				
2226013	DELIVERY CHARGE	01/25/2023	2.10	600-60-600-3033 Freight & Express	
2226013	LIQUOR	01/25/2023	54.00	600-60-600-2251 Liquor Purchases	
2226014	DELIVERY CHARGE	01/25/2023	25.21	600-60-600-3033 Freight & Express	
2226014	WINE	01/25/2023	842.00	600-60-600-2253 Wine Purchases	
2230520	DELIVERY CHARGE	02/01/2023	51.39	600-60-600-3033 Freight & Express	
230520	LIQUOR	02/01/2023	,	600-60-600-2251 Liquor Purchases	
230521	DELIVERY CHARGE	02/01/2023	12.97	600-60-600-3033 Freight & Express	
230521	WINE	02/01/2023	366.50	600-60-600-2253 Wine Purchases	
232702	DELIVERY CHARGE	02/03/2023	6.31	600-60-600-3033 Freight & Express	
232702	LIQUOR	02/03/2023	356.25	600-60-600-2251 Liquor Purchases	
232703	DELIVERY CHARGE	02/03/2023	4.20	600-60-600-3033 Freight & Express	
232703	WINE	02/03/2023	128.00	600-60-600-2253 Wine Purchases	
234888	LIQUOR	02/08/2023	471.10	600-60-600-2251 Liquor Purchases	
234888	DELIVERY CHARGE	02/08/2023	7.54	600-60-600-3033 Freight & Express	
234889	WINE	02/08/2023	677.95	600-60-600-2253 Wine Purchases	
239395	DELIVERY CHARGE	02/15/2023	23.14	600-60-600-3033 Freight & Express	
239395	LIQUOR	02/15/2023	1,789.86	600-60-600-2251 Liquor Purchases	
239396	DELIVERY CHARGE	02/15/2023	25.20	600-60-600-3033 Freight & Express	
239396	WINE	02/15/2023	916.60	600-60-600-2253 Wine Purchases	
39207	LIQUOR	01/26/2023	56.50-	600-60-600-2251 Liquor Purchases	
40860	LIQUOR	02/09/2023	109.00-	600-60-600-2251 Liquor Purchases	
Total JOHN	ISON BROTHERS INC :		7,305.75		
MICHAUD DIST	RIBUTING COMPANY				
374443	BEER	02/13/2023		600-60-600-2252 Beer Purchases	
374443	FUEL SURCHARGE	02/13/2023	3.00	600-60-600-3033 Freight & Express	
Total MICH	AUD DISTRIBUTING COMPANY:		555.15		
MINNESOTA EN	ERGY RESOURCES				
)502591202-0	0502591202-00001 MOUNTAIN SPIRITS GAS SERVICE	02/16/2023	719.12	600-60-600-3080 Utilities	
Total MINN	IESOTA ENERGY RESOURCES :		719.12		
PHILLIPS WINE	& SPIRITS CO.				
534420	DELIVERY	01/25/2023	2.10	600-60-600-3033 Freight & Express	
534420	LIQUOR	01/25/2023	67.50	600-60-600-2251 Liquor Purchases	
534421	DELIVERY	01/25/2023	12.60	600-60-600-3033 Freight & Express	
534421	WINE	01/25/2023		600-60-600-2253 Wine Purchases	
534422	DELIVERY	01/25/2023	4.20	600-60-600-3033 Freight & Express	
534422	WINE	01/25/2023	144.00	600-60-600-2253 Wine Purchases	
537881	DELIVERY	02/01/2023	28.88	600-60-600-3033 Freight & Express	
537881	LIQUOR	02/01/2023		600-60-600-2251 Liquor Purchases	
537882	DELIVERY CHARGE	02/01/2023	6.30	600-60-600-3033 Freight & Express	
6537882	WINE	02/01/2023	273.00	600-60-600-2253 Wine Purchases	

### Payment Approval Report - Liquor Report dates: 1/1/2022-12/31/2023

Page: 3 Feb 17, 2023 09:34AM

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
6537883	DELIVERY	02/01/2023	2.10	600-60-600-3033 Freight & Express
6537883	MIX	02/01/2023	88.00	600-60-600-2254 Soft Drinks & Mix
6539664	DELIVERY	02/03/2023	52.50	600-60-600-3033 Freight & Express
6539664	LIQUOR	02/03/2023	1,680.00	600-60-600-2251 Liquor Purchases
6539665	DELIVERY	02/03/2023	10.50	600-60-600-3033 Freight & Express
6539665	WINE	02/03/2023	220.00	600-60-600-2253 Wine Purchases
6539666	DELIVERY	02/03/2023	6.30	600-60-600-3033 Freight & Express
6543194	DELIVERY	02/10/2023		600-60-600-3033 Freight & Express
6543194	LIQUOR	02/10/2023	927.90	600-60-600-2251 Liquor Purchases
6543195	DELIVERY CHARGE	02/10/2023		600-60-600-3033 Freight & Express
6543195	MIX	02/10/2023	65.75	600-60-600-2254 Soft Drinks & Mix
Total PHIL	LIPS WINE & SPIRITS CO. :		5,793.62	
PROCTOR JOU		00/00/0000	04.00	C00 C0 C00 2040 A duardiain m
37036	PRESIDENTS DAY	02/09/2023	81.80	600-60-600-3040 Advertising
Total PRO	CTOR JOURNAL :		81.80	
1016900000 02	UTILITIES - MT SPIRITS	02/15/2023	515.05	600-60-600-3080 Utilities
Total PUBI	LIC UTILITIES COMMISSION :		515.05	
RANGE PAPER	BAGS	02/01/2023	84.01	600 60 600 2210 Operating Supplies
15245	DAUS	02/01/2023		600-60-600-2210 Operating Supplies
Total RAN	GE PAPER :		84.01	
SFS EQUIPMEN	IT LLC EQUIPMENT	02/04/2023	3 521 05	600-60-600-5580 Other Equipment Purc
1042		02/04/2023		
Total SFS	EQUIPMENT LLC:		3,521.95	
SOUTHERN WI	NE & SPIRITS			
2310629	DELIVERY	02/03/2023	22.03	600-60-600-3033 Freight & Express
2310629	LIQUOR	02/03/2023	1,194.78	600-60-600-2251 Liquor Purchases
2313064	DELIVERY	02/10/2023		600-60-600-3033 Freight & Express
2313064	LIQUOR	02/10/2023	1,204.74	600-60-600-2251 Liquor Purchases
Total SOU	THERN WINE & SPIRITS:		2,440.34	
SUPERIOR BEV	/ERAGE (MN)			
1460297	BEER	02/10/2023		600-60-600-2252 Beer Purchases
1500237	BEER	02/03/2023		600-60-600-2252 Beer Purchases
20022019	BEER	07/01/2022	2,614.40	600-60-600-2252 Beer Purchases
20034203	BEER	01/31/2023	3,852.20	600-60-600-2252 Beer Purchases
20034209	MIX	01/31/2023	33.00	600-60-600-2254 Soft Drinks & Mix
20034501	BEER	02/03/2023	576.95	600-60-600-2252 Beer Purchases
20034501	FREIGHT	02/03/2023	3.00	600-60-600-3033 Freight & Express
20034612	BEER	02/07/2023	432.20	600-60-600-2252 Beer Purchases
20034877	BEER	02/10/2023	2,482.90	600-60-600-2252 Beer Purchases
20034877	FREIGHT	02/10/2023	3.00	600-60-600-3033 Freight & Express
20035002	BEER	02/14/2023	574.75	600-60-600-2252 Beer Purchases
20035002	FREIGHT	02/14/2023	3.00	600-60-600-3033 Freight & Express

City of Proctor			Payment Approval Report - Liquor Report dates: 1/1/2022-12/31/2023		Page: 4 Feb 17, 2023 09:34AM
Invoice Number		Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total SUP	ERIOR BEVERAGE (MN):			10,553.68	
TOTAL REGIST	ER SYSTEMS				
1489	SUPPLIES		02/07/2023	295.58	600-60-600-2205 Office Supplies
TOTAL RE	EGISTER SYSTEMS			295.58	
VINOCOPIA					
0322901-in	DELIVERY		01/30/2023	7.50	600-60-600-3033 Freight & Express
0322901-in	LIQUOR		01/30/2023	462.50	600-60-600-2251 Liquor Purchases
0323790-in	DELIVERY		02/13/2023	14.00	600-60-600-3033 Freight & Express
0323790-in	LIQUOR		02/13/2023	483.50	600-60-600-2251 Liquor Purchases
Total VINC	DCOPIA:			967.50	
WINE MERCHA	NTS				
7414323	WINE		02/01/2023	160.00	600-60-600-2253 Wine Purchases
7414323	FREIGHT		02/01/2023	2.10	600-60-600-3033 Freight & Express
Total WIN	E MERCHANTS :			162.10	
Grand Tota	als:			49,654.98	

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 = 02/21/2023

Check Register - City Checking Check Issue Dates: 2/21/2023 - 2/21/2023

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Account description = "City Checking"

02/21/2023 42282 HARTELS/DBJ DISPOSAL COMPANY	11,504.11	
02/21/2023 42283 WEX BANK	650.18	
02/21/2023 42284 AIRFIBER	121.35	
02/21/2023 42285 ARTISAN BEER COMPANY	924.60	
02/21/2023 42286 BERNICKS PEPSI	11,789.37	
02/21/2023 42287 BREAKTHRU BEVERAGE	2,861.29	
02/21/2023 42288 CINTAS	284.86	
02/21/2023 42289 COCA COLA BOTTLING CO	232.70	
02/21/2023 42290 COMPASS MINERALS	3,770.81	
02/21/2023 42291 CONSOLIDATED COMMUNICATIONS	440.54	
02/21/2023 42292 ELAN CORPORATE PAYMENT SYSTEMS	6,448.49	
02/21/2023 42293 GUARDIAN PEST CONTROL INC	140.97	
02/21/2023 42294 JOHNSON BROTHERS INC	7,305.75	
02/21/2023 42295 JOHNSON CONTROLS	628.70	
02/21/2023 42296 KRIS ENGINEERING INC	1,455.02	
02/21/2023 42297 LALONDE, RICK	199.98	
02/21/2023 42298 LEAGUE OF MN CITIES INS TRST 1	06,907.00	
02/21/2023 42299 MINNESOTA ENERGY RESOURCES	4,793.93	
02/21/2023 42300 PHILLIPS WINE & SPIRITS CO.	5,793.62	
02/21/2023 42301 PROCTOR JOURNAL	571.34	
02/21/2023 42302 PUBLIC UTILITIES COMMISSION	1,995.21	
02/21/2023 42303 QUADIENT	51.41	
02/21/2023 42304 RANGE PAPER	84.01	
02/21/2023 42305 SFS EQUIPMENT LLC	3,521.95	
02/21/2023 42306 SHEL/DON REPRODUCTION CENTRE	115.20	
02/21/2023 42307 SHRED N GO INC	228.16	
02/21/2023 42308 SOUTHERN WINE & SPIRITS	2,440.34	
02/21/2023 42309 THOMSON REUTERS-WEST	135.30	
02/21/2023 42310 TOTAL REGISTER SYSTEMS	295.58	
02/21/2023 42311 TOWMASTER	70.85	
02/21/2023 42312 TROYS SERVICE	1,574.91	
02/21/2023 42313 VOYAGER FLEET SYSTEMS INC	1,680.82	
02/21/2023 42314 WINE MERCHANTS	162.10	
02/21/2023 42315 WIPFLI	900.00	
02/21/2023 42316 ZIEGLER INC.	63.40	
02/21/2023 999913456 WEX BANK	.00	V
02/21/2023 999913458 ACME ELECTRIC MOTOR INC	228.95	
02/21/2023 999913459 BELLBOY CORPORATION	441.88	
02/21/2023 999913460 DULUTH DODGE	278.55	
02/21/2023 999913461 GOPHER STATE ONE-CALL INC	28.35	
02/21/2023 999913462 HARTELS/DBJ DISPOSAL COMPANY	699.42	
02/21/2023 999913463 INTEGRIS	563.17	
02/21/2023 999913464 INTEGRIS LLC	3,106.14	
02/21/2023 999913465 MICHAUD DISTRIBUTING COMPANY	555.15	
02/21/2023 999913466 MUNICIPAL EMERGENCY SERVICES INC	5,611.40	
02/21/2023 999913467 PROCTOR BUILDERS	316.60	
02/21/2023 999913468 RASMUSSON CLEANING SERVICE LLC	3,575.00	
02/21/2023 999913469 RICH, JESS	1,708.00	

### Check Register - City Checking Check Issue Dates: 2/21/2023 - 2/21/2023

Page: 2 Feb 17, 2023 09:46AM

Check Issue Date	Check Number	Рауее	Amount
02/21/2023	999913470	SEH	95,007.20
02/21/2023	999913471	SO ST LOUIS CO FAIR ASSN	8,000.00
02/21/2023	999913472	SUPERIOR BEVERAGE (MN)	10,553.68
02/21/2023	999913473	TOWN OF MIDWAY	3,512.09
02/21/2023	999913474	VC3, INC	761.92
02/21/2023	999913475	VINOCOPIA	967.50
02/21/2023	999913476	W.L.S.S.D.	27,070.00
Grand Totals:			343,128.85

### Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-00-000-1550	106,907.00	.00	106,907.00
100-00-000-2020	5,288.08	173,857.40-	168,569.32-
100-10-110-3003	3,150.55	.00	3,150.55
100-10-110-3052	354.54	.00	354.54
100-10-120-2210	563.00	.00	563.00
100-10-120-3000	228.16	.00	228.16
100-10-120-3009	3,790.66	.00	3,790.66
100-10-120-3021	695.54	.00	695.54
100-10-120-3022	51.41	.00	51.41
100-10-130-2210	230.89	.00	230.89
100-10-130-2211	107.27	.00	107.27
100-10-130-2220	82.68	.00	82.68
100-10-130-3000	3,575.00	.00	3,575.00
100-10-130-3080	2,163.55	.00	2,163.55
100-10-130-3084	331.75	.00	331.75
100-10-130-4400	952.00	.00	952.00
100-10-130-4406	93.20	.00	93.20
100-10-150-3031	603.07	.00	603.07
100-15-115-3012	99.00	.00	99.00
100-15-115-3040	8,060.00	.00	8,060.00
100-20-210-2205	411.69	.00	411.69
100-20-210-2210	571.50	.00	571.50
100-20-210-2212	1,680.82	.00	1,680.82
100-20-210-2217	1,975.83	.00	1,975.83
100-20-210-2220	37.94	.00	37.94
100-20-210-3000	115.20	.00	115.20
100-20-210-3009	569.92	.00	569.92
100-20-210-4400	980.26	.00	980.26
100-20-210-4430	94.07	.00	94.07
100-20-210-4433	342.00	.00	342.00
100-20-220-2210	3,848.89	.00	3,848.89
100-20-220-2211	123.45	.00	123.45
100-20-220-2212	409.80	204.90-	204.90
100-20-220-2214	3,016.03	.00	3,016.03
100-20-220-3000	94.26	.00	94.26
100-20-220-3001	900.00	.00	900.00
100-20-220-3080	893.34	.00	893.34

### Check Register - City Checking Check Issue Dates: 2/21/2023 - 2/21/2023

GL Account	Debit	Credit	Proof
100-30-300-2212	10,334.35	5,083.18-	5,251.17
100-30-300-2217	199.98	.00	199.98
100-30-300-2220	2,218.12	.00	2,218.12
100-30-300-2224	3,770.81	.00	3,770.81
100-30-300-3080	2,379.21	.00	2,379.21
100-30-300-3084	196.55	.00	196.55
100-30-300-4400	150.00	.00	150.00
100-36-361-3616	11,504.11	.00	11,504.11
300-00-000-2020	.00	93,564.65-	93,564.65-
300-30-330-3003	91,856.65	.00	91,856.65
300-30-330-3015	1,708.00	.00	1,708.00
500-00-2020	2,249.00	33,226.80-	30,977.80-
500-00-2320	3,512.09	.00	3,512.09
500-50-510-3000	28.35	.00	28.35
500-50-510-3035	225.00	.00	225.00
500-50-510-3080	118.87	.00	118.87
500-50-510-3085	29,319.00	2,249.00-	27,070.00
500-50-510-4438	23.49	.00	23.49
600-00-000-2020	358.18	50,013.16-	49,654.98-
600-60-600-2205	295.58	.00	295.58
600-60-600-2210	274.61	.00	274.61
600-60-600-2251	15,623.77	266.56-	15,357.21
600-60-600-2252	23,788.60	87.92-	23,700.68
600-60-600-2253	4,005.90	.00	4,005.90
600-60-600-2254	521.57	.00	521.57
600-60-600-3033	446.32	3.70-	442.62
600-60-600-3040	81.80	.00	81.80
600-60-600-3080	1,234.17	.00	1,234.17
600-60-600-3084	171.12	.00	171.12
600-60-600-4406	47.77	.00	47.77
600-60-600-5580	3,521.95	.00	3,521.95
700-00-2020	.00	362.10-	362.10-
700-71-720-2212	362.10	.00	362.10
Grand Totals:	363,919.37	358,919.37-	5,000.00

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