

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

AGENDA  
PROCTOR CITY COUNCIL MEETING  
Monday, May 1st, 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, Monday, April 17, 2023

**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. Orange Project Meeting Notes – April 20, 2023

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

**\*3. COMMITTEE REPORTS**

A. Tourism Minutes – January 23, 2023

**4. CLERK ADVISES COUNCIL**

A. First Quarter Finance Report

B. Monsanto Settlement

**5. UNFINISHED BUSINESS**

A. City of Proctor Blight Policy

## **6. NEW BUSINESS**

### **A. Tourism Funding**

The Tourism Committee recommends that Council approve the marketing grant of \$1,500 to the Lions Club Hoghead Festival.

The Tourism Committee recommends that Council approve the marketing grant of \$2,250 to Halvor Lines Speedway.

The Tourism Committee recommends that Council approve \$3,000 to the Dirt Floor Arena for marketing and promotion of Bulls & Barrels Rodeo, and new fall and spring events.

### **B. 2023 Event Recommendations from Public Safety**

### **C. Sand Salt Garage Construction Contract**

### **D. Finance Director Training Request**

### **E. LEIS Sergeant TA and Non-Affiliated Employee Contracts**

### **F. 2023 Firework Contract**

### **G. Declaration of Surplus Equipment – Golf Course – Resolution 15-23**

### **H. LRIP Grant Agreement and Resolution 16-23**

## **MEMBER CONCERNS**

Benson:

DeWall:

Johnson:

Rohweder:

Ward:

City Attorney:

## **BILLS FOR APPROVAL**

General: \$34,825.23

Liquor: \$31,271.68

**TOTAL BILLS FOR APPROVAL: \$66,096.91**

## **ADJOURNMENT**

MINUTES OF THE PROCTOR CITY COUNCIL MEETING APRIL 17th, 2023.

Meeting was streamed live on the Trac 7 YouTube channel.

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

Pledge of Allegiance

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

MEMBERS ABSENT: Councilor Jim Rohweder – excused absence

OTHERS PRESENT: Administrator Rich, Ted Kiefat, Attorney Bray via telephone, Chief of Police Kent Gaidis, Administrative Assistant Megan Jordan, Eric Bingaman, Matt Bolf of SEH.

M/S/P: Johnson/DeWall to approve the meeting minutes of April 3<sup>rd</sup>, 2023.

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

Eric Bingaman: 719 2<sup>nd</sup> St

M/S/P: Ward/Benson to approve the agenda for Monday April 17<sup>th</sup>, 2023, with the addition of Resolution 14-23 under item 6D.

M/S/P: Ward/DeWall to approve the consent agenda, pulling item 1A for discussion.

A letter was received from Midway Township on April 6, 2023, referencing first responder services.

Mayor Ward reads the letter submitted as included in the meeting packet.

**4. Clerk Advises Council**

**A. F-101 Jet Damage Report**

Administrator Rich states the damage may be structural and the local 148<sup>th</sup> has been assisting with the damage repairs. Rich requests additional support from the council should they have any additional information. The national museum has also been contacted and a response has not yet been received.

**B. Flooding/Sanitary Sewer Update**

Currently Kingsbury Creek is down about four feet from the rising levels reported over the weekend. The sewer level has also decreased and is holding steady. Residents have been asked to continue water conservation efforts, but the water usage restriction has since been lifted.

**C. Speedway Concession Stand Demo Quotes**

Administrator Rich has obtained quotes from local contractors as the street department resources are limited and the schedule will be pushed out into the fall. Administrator Rich states the lowest quote received was \$3400 from TG Carroll for demolition of the existing concession stands. Councilor DeWall clarifies the expense will come from the fairground budget fund for the demolition.

**5. UNFINISHED BUSINESS**

A. City of Proctor Blight Policy

**6. NEW BUSINESS**

M/S/P: Johnson/Ward to approve resolution 13-23 as submitted.

M/S/P: Ward/Johnson to approve the purchase agreement with ISD #704 as submitted.

M/S/P: Ward/Benson to approve the Community Education Veteran Luncheon donation request as submitted, utilizing charitable gambling funds.

D. 2<sup>nd</sup> St Bid Award and Resolution 14-23

Administrator Rich LRIP process in agreement with the county due to grant requirements. Utility Systems of America has come in as the lowest bidder, also noting the bids came in under the engineering estimate provided. Matt Bolf is present to support the narrow amount in bid spreads, with St. Louis County providing follow-up action at their next two meetings. Mayor Ward reminds council there is the action of accepting the lowest bidder or rejecting all bids.

M/S/P: Ward/Benson to accept 2<sup>nd</sup> St bid tabulation.

M/S/P: Johnson/Ward to accept resolution 14-23 awarding the contract to Utility Systems of America in accordance with the plans and specifications upon acceptance of St. Louis County. Matt Bolf states the City of Proctor and SEH will provide daily inspections to St. Louis County for processing any pay estimates, change orders, etc. Mayor Ward summarizes the importance of the tight timeline due to the corridor being a main through street for the school district. St. Louis County will require routine scheduling updates upon completion and as the project progresses. Liquidated damages can be assessed up to \$2400/day.

M/S/P: DeWall/Johnson to suspend the regular city council meeting and open a closed session pursuant to §13D.06 Subd. 1(b) for attorney client privilege at 6:37 pm.

M/S/P: Ward/DeWall to resume the regular council meeting at 7:13 pm.

M/S/P: Ward/Johnson to award the contract for the sand/salt shed to the second lowest bidder with concurrence from PUC.

**MEMBER CONCERNS**

Benson: Sales Tax bill approved through senate and continuing onto committees. Additional support has been garnered on behalf of the city for further progression.

DeWall: None

Johnson: Extends gratitude to city staff and residents for water reservation and conservation efforts.

Rohweder: Absent

Mayor Ward: Extends congratulations to Mary Murphy on her recent award.

Attorney Bray: None

Administrator Rich: None

**BILLS FOR APPROVAL:**

General: \$49,217.46

Liquor: \$24,654.49

**TOTAL BILLS FOR APPROVAL: \$73,871.75**

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

M/S/P: DeWall/Ward to adjourn the regular council meeting at 7:18 pm.

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Troy DeWall  
Acting Mayor

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Jess Rich  
City Administrator



## **“PAVEMENT PARK” MEETING**

Thursday, April 20, 2023

2:30-3:30pm

PACC Conference Room

**Meeting Purpose:** Review compiled information about the park, evaluation proposal, and engagement proposal.

## **AGENDA**

2:30 **Welcome**

2:35 **Recap of Work to Date**

2:40 **Review Compiled Information about Park** (See “Evaluation & Engagement Chapters\_DRAFT”)

- Is the information in the “Infrastructure/Programming” section accurate? Any additions/revisions?
- Is the information in the “Development History” section accurate? Any additions/revisions?
- Is the information in the “Neighborhood Demographics” section accurate? Any additions/revisions?
- Is the information in the “Recreation Network” section accurate? Any additions/revisions?

2:55 **Review Evaluation Proposal** (See “Documented Use” section of “Evaluation & Engagement Chapters\_DRAFT”)

- Evaluation will take place once a month on a “normal” weekday (no inclement weather, Tuesday or Thursday) at 10am, 2pm, and 6pm
- Data collection will include perceived age, gender, and activity of park users at the time of evaluation. Results will be collected in a spreadsheet and then translated to performance tracking charts.
- What concerns do you have about this evaluation process? What revisions do you want to see to the process?



**3:10 Review Engagement Proposal** (See “Methodology” section of “Evaluation & Engagement Chapters\_DRAFT”)

- Engagement will be open to the public, but focused engagement will take place in immediate neighborhood, defined by Census Tract 101, Block Group 2.
- A survey will be made available online through “Residents of Proctor, MN” and via paper through direct mailing to residents in Block Group 2. (See “Pavement Park Input Survey\_DRAFT”)
- Special outreach will be made to direct neighbors through a personal letter from Russell. He hopes to connect with each for a conversation, either in-person at the park or via phone.
- Is it okay that I revised the focus geography to Census Tract 101, Block Group 2?
- Are there revisions/additions to make to the survey?
- Are there additional groups/committees we should engage with through a focus group opportunity?
- Should a public in-person input opportunity be made available?

**3:25 Next Steps**

**3:30 Adjourn**

PROCTOR TOURISM COMMITTEE  
MINUTES  
Monday, January 23, 2023

Meeting was called to order by Mary Korich at 3:03 p.m.

Members present were Mary Korich, Bryn Pollard, Sally Hedtke, Jake Benson. Jan Resberg attended part of the meeting by phone.

Members absent were Lisa Johnson, Mary Nikko, Ryan Jones, Lynn Hoopman.

Committee recommends approval of October 24, 2022 Minutes.

Committee recommends approval of January 23, 2023 Agenda.

**COMMITTEE BUSINESS**

Committee Membership and meeting schedule were reviewed.

The Committee recommends that Mary Korich remain as Tourism Committee Chair 2023.

Committee also recommends that quarterly meetings in January, April, July and October continue unless changed by committee chair.

**FINANCIAL BUSINESS**

Committee reviewed the Financial Reports and the 2023 Tourism Budget.

Committee recommended approval of Financial Reports and 2023 Budget.

**MARKETING**

2022 and 2023 marketing reviewed.

Committee discussed upcoming events and shuttle services. Members talked about travel changes, hotel occupancy, and loss of some events and impact on hotel stays.

Meeting was adjourned at 4:05 p.m.

**NEXT MEETING:      Monday, April 24, 2023 at 3:00 p.m.**



To: City Council  
From: Leslie Brunfelt, Finance Director  
Date: April 27, 2023  
Re: Quarterly Financial Update

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## Finance Highlights

- 2023 Sales tax revenues through February were 13% higher than 2022.
- The liquor store sales are up 3.0% versus last year. Gross Margin through March is 23.1% vs. 22.5% last year and a budget of 27.3%.
- General Fund Receipts
  - Received \$180,000 of the \$200,000 DNR grant for the Playground for Everybody
  - \$41,531 from Midway for Fire
  - \$4,995 Energy Rebate from MN Energy for the new boilers
  - \$17,414 Settlement from Monsanto
  - \$7,600 in donations for Fire Department Thermal Image Cameras
- All in, General Fund revenues are on track for the year.
- See the expenditure analysis on page four for an explanation of the expenditure variances.

Proctor has received a total of \$330,906.61 in funds from the American Rescue Plan (ARP). The current guidance from the Treasury departments allows for awards up to \$10 million to be used to replace lost revenue related to the pandemic. This application allows the City of Proctor to use the funds for the “General Provisions of Government”.

Council has designated funds for the following projects:

1. Fire Department SCBA units - \$21,418, completed
2. Sand Salt Facility -\$200,000, completed
3. Park Improvements \$70,000, pending
4. Sidewalks \$39,488.61, pending

## **Current Economics**

On a National Level, From HilltopSecurities 2023 Q1 Economic Commentary, economic growth is widely expected to slow after the Fed policymakers have been raising rates for much of the last year. The January employment report showed that unemployment dropped from 3.5% to 3.4%, the lowest since 1969 and the headline CPI remained high at 6.4% year over year.

Then in early March the market reacted to the failure of Silicon Valley Bank. While bond yields plunged as depositors and investors moved dollars into money market funds and government bonds, the key economic data for February was released. The February employment report, CPI and retail sales all moderated from the January surge. This allowed the Fed to reduce the amount of its rate increase at their March meeting to 25 basis points. Chair Powell also hinted at a possible pause in rate hikes in May if the data were to support it.

The economic outlook hasn't been remotely clear in years, but it's only grown cloudier. The Fed's target rate is now at a 16-year high, but headline inflation remains extremely elevated. The annual inflation rate should improve dramatically over the next several months simply because prices were so hot last spring.

The Fed's new Summary of Economic Projections (SEP) showed anemic +0.4% GDP growth for all of 2023 and +1.2% in 2024. Committee members expect PCE inflation at +3.3% for all of 2023 and +2.5% in 2024, which suggests the annual pace will sink below 3% in the coming months.

### **State Budget outlook:**

The State's economic outlook remains positive. As of the February forecast the state had a surplus of \$12.5 billion. In addition, Minnesota's net general fund receipts for February and March 2023 are now estimated to be \$176 million or 4.6% higher than projected in the February forecast.

Minnesota's macroeconomic consultant (IHS) expects annual real GDP to grow 1.4 percent this year and decline 1.5 percent next year. IHS now anticipates the economy will avoid a mild recession this year, largely due to stronger economic growth in the first quarter.

IHS raised their forecast for headline CPI inflation to 4.5% in 2023 and 2.7% in 2024.

City of Proctor  
Cash Balances  
March 2023

Fund	Current Balance
100 - General Fund	3,293,239
200 - Cable Communications Fund	126,523
300 - Construcion Projects	130,993
400 - Closed Debt Service Funds	151,426
493 - Equip Cert 2012A, Refunding	16,039
494 - 2015 Improvement Refund Bonds	71,672
495 - 2016A Advance Refunding Bonds	97,424
496 - 2018A GO Bonds Almac and 6th S	(25,905)
500 - Sewer Fund	1,855,990
550 - Golf Course Fund	(257,777)
600 - Liquor Fund	175,392
700 - Public Utilities Commission	5,791,735
810 - Proctor BDRHC Fund	13,840
830 - Proctor Economic Development	105,753
850 - Public Safety Capital Equipment	107,346
	<hr/>
	11,546,345
	<hr/>

Cash balances are 3.4% below March 2022. City's General Fund cash of \$3.3 million is 112% of the City's General Fund 2023 budget. The City is not projecting any cash flow issues at this time.

City of Proctor  
Select Departmental and Fund Expenditure/Expense Budget Variance Report  
January - March 2023

	<b>2023 Annual Budget</b>	<b>2023 YTD Budget</b>	<b>2023 YTD Actual</b>	<b>Budget Variance over (under)</b>	<b>over (under) %</b>	
General Fund	2,980,789	2,870,336	664,762	(2,205,574)	-77%	
Police	1,245,555	372,125	296,319	(75,806)	-20%	<b>1</b>
Fire	263,332	58,895	35,068	(23,827)	-40%	<b>2</b>
Streets	570,673	149,893	146,560	(3,333)	-2%	<b>3</b>
Parks	63,665	24,545	14,617	(9,928)	-40%	<b>3</b>
City Admin	438,932	112,390	99,422	(12,968)	-12%	<b>3</b>
Council/Mayor	132,473	30,279	15,251	(15,028)	-50%	<b>3</b>
Legal	50,000	12,500	6,700	(5,800)	-46%	<b>3</b>
City Hall	216,160	36,060	50,825	14,765	41%	<b>4</b>
Sewer	525,549	131,387	117,371	(14,017)	-11%	<b>3</b>
Liquor Store	1,152,063	288,016	268,274	(19,742)	-7%	<b>3</b>
PEDA	55,000	-	(52)	(52)	0%	

**Explanation of Significant Variance**

- 1 - Wages are lower than budgeted ytd with one officer on active duty military.
- 2 - First quarter wages were not processed by 3/31/2023.
- 3 - This early in the year, most of the variances are timing related.
- 4 - Johnson Controls maintenance contract paid for the year in January.



# Cities Receive Checks From Monsanto Settlement

April 24, 2023

**The checks are legitimate and intended as compensation for potentially unnecessary testing and mitigation efforts.**

Minnesota cities and counties are beginning to receive sizable checks from a Monsanto Class Action Settlement. Cities should rest assured that these checks — for approximately \$17,000, \$27,000, or \$32,000 — are legitimate. They are intended as compensation for testing and mitigation efforts, which might not have been necessary if not for the actions of the Class Action Defendant.

## Class action lawsuit details

Not too long ago, several large and mostly West Coast cities sued Monsanto for manufacturing a class of industrial chemicals called polychlorinated biphenyls (PCBs), which were released into the environment between the 1930s and 1977.

By early 2022, a class action lawsuit was established: *City of Long Beach v. Monsanto Co.*, Case No. 2:16-CV-03493-FMO-AS (C.D. Ca.). The suit alleged various causes of action against Monsanto for PCB-related impairments to the environment, including to water bodies. The cities alleged that PCBs were present at sites and public properties, including in stormwater, stormwater and wastewater systems, water bodies, sediment, natural resources, fish, and wildlife.

Members of the certified class include government subdivisions that are covered under MS4 (municipal separate storm-sewer system) permits in the drainage areas of or near to specific types of or listed water bodies. A notice was mailed to potential class members around the end of March 2022. As this was an opt-out class action, any potential members of the class that wanted to pursue the causes of action on their own had to opt out by July 25, 2022.

[View the court-approved notice sent to potential class members \(pdf\).](#)

## Settlement payments

During the week of April 17, all members of the class automatically received a payment from a portion of the settlement called the “Monitoring Fund.” This included many government subdivisions in Minnesota.

In addition to consideration for release from claims, the payment is intended to compensate for “PCB sampling and/or any other mitigation efforts in the Settlement Class Member’s sole discretion, as part of compliance with applicable law.” All class members within Minnesota should be aware, this is the only money they will receive automatically from the settlement.

[View a list of government subdivisions in Minnesota that received settlement payments \(pdf\).](#)

Finally, class members should know there is one more opportunity for additional funding but only for special cases. The settlement includes a “Special Needs Fund” set aside to address “a significant regional, state, or national benefit, cost, or contribution” regarding bodies of water “impaired by PCBs through stormwater and/or dry weather runoff.” A special master has been appointed to receive and evaluate applications to this fund. Cities seeking to apply to the Special Needs Fund must do so within one year and 14 days of the date the Monitoring Fund checks were mailed.

- [Apply to the Monsanto Class Action Settlement Special Needs Fund](#)
- [View the settlement website for more information](#)

[Read more news articles](#)

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Your LMC Resource

Edward Cadman

Associate General Counsel

(651) 281-1229 or (800) 925-1122

[ecadman@lmc.org](mailto:ecadman@lmc.org)

### 2023 Event Recommendations

1. Speedway Media Day and Car Show **April 30** (MAP) – NOTE: Event over
2. Powerhouse Bike Night **Thursdays May 25 – September 7** (MAP)
3. Powerhouse June Car Show **June 7** (MAP)
5. Hoghead Car Show **August 16** (MAP)
6. Hoghead Festival **August 19** (MAP)
7. Hoghead Street Dance **August 19-20** (MAP)
8. Speedway Regular Season **May 1-August 31**
9. Dirt Floor Arena Events **May-October**
10. LSRCC Events **May – October**
11. MS 150 **June 9-10** (MAP)
12. Rail Rumble Softball Tournament **June 2-4** (pg 1 application)
13. S. St. Louis County Fair **July 6-9** (pg 1 application)
14. Midsummer Night of Mayhem **August 5** (pg 1 application)
15. Silver 1000 **August 31** (pg 1 application)
16. Hoghead Fireworks **August 19** (MAP)
17. Ryan McCarthy Memorial Softball Tournament **July 28-30** (Map, Event Information)
18. Proctor Classic Baseball Tournament **June 23-25** (pg 1 application)
19. Bulls and Barrels Rodeo **July 7** (pg 1 application)



Building a Better World  
for All of Us®

April 18, 2023

RE: Notice of Award & Agreement  
Public Works Garage  
City of Proctor  
SEH No. PROCT 166073

Mr. John Riihiluoma  
Ray Riihiluoma, Inc.  
1415 Hwy 33 S  
Cloquet, MN 55720

Dear Mr. Riihiluoma:

At their April 17<sup>th</sup> meeting, the City of Proctor awarded the above-referenced project to your firm. Enclosed please find one (1) electronic copy of the Notice of Award and Agreement for your review and execution. Please return one cop of each along with the required Certificate of Insurance, Performance Bond and Payment Bond. Upon execution of the agreement by the City of Proctor, we will return a fully executed copy to you along with the Notice to Proceed.

Also enclosed please find a copy of the Bid Tabulation for this project.

Thank you for your bid on this project and we look forward to working with you.

Sincerely,

Matt Bolf, PE (Lic. MN, WI)  
City Engineer

mh

Enclosures

c: File

Jessica Rich, City Administrator

X:\PT\PROCT\166073\Salt and Sand Storage\6-bid-const\Bidding Documents - 2023 Garage\Bids Received\L-Notice of Award.docx

Engineers | Architects | Planners | Scientists

**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](http://sehinc.com)

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## NOTICE OF AWARD

DATE: April 18, 2023  
TO: Ray Riihiluoma, Inc.  
1415 Hwy 33 S  
Cloquet, MN 55720

CONTRACT FOR: **Public Works Garage – Proctor, Minnesota**  
SEH PROJECT NO: **PROCT 166073**

You are notified that your BASE BID, dated April 6, 2023 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded the Contract for the above-described Work.

THE CONTRACT PRICE OF YOUR CONTRACT IS:

Seven hundred thirty-three thousand and zero cents \$733,000.00

1 copy each of the proposed Contract Documents accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award.

1. You must deliver to the ENGINEER 1 fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance as specified in Article 6 of the General Conditions and paragraphs SC-6.03 of the Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

**City of Proctor**

(OWNER)

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

(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Title)

**ACCEPTANCE OF AWARD**

**Ray Riihiluoma, Inc.**

(CONTRACTOR)

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

  
(AUTHORIZED SIGNATURE)

Vice President

\_\_\_\_\_  
(TITLE)

04/19/2023

\_\_\_\_\_  
(DATE)

You are required to return three (3) executed copies of this Notice of Award to the ENGINEER.

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the 20th day of April in the year 2023  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Proctor, MN  
100 Pionk Street  
Proctor, MN 55810

and the Contractor:  
(Name, legal status, address and other information)

Ray Riihiluoma, Inc.  
1415 Highway 33 South  
Cloquet, MN 55720

for the following Project:  
(Name, location and detailed description)

Public Works Garage  
322 Kirkus Street  
Proctor, MN 55810

The Architect:  
(Name, legal status, address and other information)

Short Elliott Hendrickson Inc. (SEH)  
3535 Vadnais Center Drive  
St. Paul, MN 55110

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

*(Paragraphs deleted)*

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Paragraph deleted)*

☒ By the following date: October 31, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Init.

/

## Portion of Work

## Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Thirty Three Thousand Dollars (\$ 733,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

(Table deleted)

(Paragraphs deleted)

#### § 4.3

(Paragraphs deleted)

Allowances: Not Applicable.

(Table deleted)

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item

Units and Limitations

Price per Unit

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages may be assessed in accordance with the Contract Documents in the amount of Two Hundred Fifty Dollars (\$250) per calendar day the Work is not complete beyond the date of Substantial Completion.

(Paragraphs deleted)

### ARTICLE 5 PAYMENTS

#### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

Not Applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Work determined by the Architect to be incomplete or non-compliant with the Contract Documents.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.  
(Paragraphs deleted)

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction located in St. Louis County, Minnesota

☐ Other  
(Paragraphs deleted)

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

Zero dollars (\$0.00)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Jessica Rich  
City Administrator  
City of Proctor, MN  
100 Pionk Street  
Proctor, MN 55810  
218-624-3641

Init.

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

David Franzen  
Owner/President  
Ray Riihiloma, Inc.  
1415 Highway 33 South  
Cloquet, MN 55720  
218-590-4331

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Supplementary Conditions (document 00 73 10), and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

(Paragraphs deleted)

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .3 Drawings

Number	Title	Date
G001	COVER PAGE	March 9, 2023
A001	GENERAL INFORMATION AND ABBREVAITIONS	March 9, 2023
A002	CODE INFORMATION	March 9, 2023
A003	ADA DETAILS	March 9, 2023
A111	FLOOR PLAN, DOOR/FRAME/WINDOW TYPES, DOOR & ROOM FINISH SCHEDULE	March 9, 2023
A113	ROOF PLAN	March 9, 2023
A151	REFLECTED CEILING PLAN	March 9, 2023
A201	EXTERIOR ELEVATIONS – EAST & WEST	March 9, 2023
A202	EXTERIOR ELEVATIONS – NORTH & SOUTH	March 9, 2023
A301	BUILDING AND WALL SECTIONS	March 9, 2023
A501	DETAILS	March 9, 2023
S001	GENERAL STRUCTURAL NOTES	March 9, 2023
S101	FOUNDATION PLAN	March 9, 2023
S102	ROOF FRAMING PLAN	March 9, 2023
S201	STRUCTURAL SECTIONS	March 9, 2023
S202	STRUCTURAL DETAILS	March 9, 2023
S203	STRUCTURAL DETAILS	March 9, 2023
S204	STRUCTURAL DETAILS	March 9, 2023

Init.

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User Notes:

(1399144790)



MEP100	EQUIPMENT SCHEDULE	March 9, 2023
P100	UNDERFLOOR PLUMBING PLAN & RISER	March 9, 2023
P101	ABOVE FLOOR PLUMBING PLAN & RISER	March 9, 2023
M100	HVAC PLAN	March 9, 2023
E100	POWER PLAN	March 9, 2023
E200	LIGHTING PLAN	March 9, 2023
E300	ELECTRICAL SCHEDULES AND DETAILS	March 9, 2023

- .4** Specifications:  
Specifications contained within the Project Manual titled *Public Works Garage* and dated March 9, 2023.

(Paragraphs deleted)

- .5** Addenda, if any:

Number	Date	Pages
Addendum #1	March 30, 2023	Two pages plus attachments
Addendum #2	April 3, 2023	One page plus attachments

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

- .6** Other Exhibits:

[  
(Paragraphs deleted)

**X ]** Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 10	Supplementary Conditions	March 9, 2023	Six (6)
00 73 15	Additional Supplemental Requirements	March 9, 2023	One (1)

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
**David Franzen, Vice President**  
(Printed name and title)

Init.

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:08:05 ET on 04/19/2023.

## PAGE 1

**AGREEMENT** made as of the 20th day of April in the year 2023

...

City of Proctor, MN  
100 Pionk Street  
Proctor, MN 55810

...

Ray Riihiluoma, Inc.  
1415 Highway 33 South  
Cloquet, MN 55720

...

Public Works Garage  
322 Kirkus Street  
Proctor, MN 55810

...

Short Elliott Hendrickson Inc. (SEH)  
3535 Vadnais Center Drive  
St. Paul, MN 55110

## PAGE 2

- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~

...

*(Check one of the following boxes and complete the necessary information.)*

☐ — Not later than ( — ) calendar days from the date of commencement of the Work.

~~[ ]~~ By the following date: ~~X~~ ] By the following date: October 31, 2023

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Thirty Three Thousand Dollars (\$ 733,000.00), subject to additions and deductions as provided in the Contract Documents.

...

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)  
Allowances: Not Applicable.

Item	Price
------	-------

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	----------------------------

...

Liquidated damages may be assessed in accordance with the Contract Documents in the amount of Two Hundred Fifty Dollars (\$250) per calendar day the Work is not complete beyond the date of Substantial Completion.

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

PAGE 4

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

...

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not Applicable

...

(Insert any other conditions for release of retainage upon Substantial Completion.)

Work determined by the Architect to be incomplete or non-compliant with the Contract Documents.

**PAGE 5**

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment~~, or as follows:

Payment.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, ~~unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

A201-2017.

...

[ ☒ ] Litigation in a court of competent jurisdiction located in St. Louis County, Minnesota

[ ☐ ] Other ~~(Specify)~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

...

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Zero dollars (\$0.00)

...

(Name, address, email address, and other information)

Jessica Rich  
City Administrator  
City of Proctor, MN  
100 Pionk Street  
Proctor, MN 55810  
218-624-3641

**PAGE 6**

David Franzen  
Owner/President  
Ray Riihiloma, Inc.  
1415 Highway 33 South  
Cloquet, MN 55720  
218-590-4331

...

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, ~~Exhibit A, Insurance and Bonds, Supplementary Conditions (document 00 73 10),~~ and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in ~~AIA Document A101™–2017 Exhibit A,~~ and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

...

- ~~.2~~ AIA Document A101™–2017, ~~Exhibit A, Insurance and Bonds~~  
~~.3~~ AIA Document A201™–2017, General Conditions of the Contract for Construction  
~~.4~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

~~.5~~ .3 Drawings

...

<u>G001</u>	<u>COVER PAGE</u>	<u>March 9, 2023</u>
<u>A001</u>	<u>GENERAL INFORMATION AND ABBREVAITONS</u>	<u>March 9, 2023</u>
<u>A002</u>	<u>CODE INFORMATION</u>	<u>March 9, 2023</u>
<u>A003</u>	<u>ADA DETAILS</u>	<u>March 9, 2023</u>
<u>A111</u>	<u>FLOOR PLAN, DOOR/FRAME/WINDOW TYPES, DOOR &amp; ROOM FINISH SCHEDULE</u>	<u>March 9, 2023</u>
<u>A113</u>	<u>ROOF PLAN</u>	
<u>A151</u>	<u>REFLECTED CEILNG PLAN</u>	<u>March 9, 2023</u>
<u>A201</u>	<u>EXTERIOR ELEVATIONS – EAST &amp; WEST</u>	<u>March 9, 2023</u>
<u>A202</u>	<u>EXTERIOR ELEVATIONS – NORTH &amp; SOUTH</u>	<u>March 9, 2023</u>
<u>A301</u>	<u>BUILDING AND WALL SECTIONS</u>	<u>March 9, 2023</u>
<u>A501</u>	<u>DETAILS</u>	<u>March 9, 2023</u>
<u>S001</u>	<u>GENERAL STRUCTURAL NOTES</u>	<u>March 9, 2023</u>
<u>S101</u>	<u>FOUNDATION PLAN</u>	<u>March 9, 2023</u>
<u>S102</u>	<u>ROOF FRAMING PLAN</u>	<u>March 9, 2023</u>
<u>S201</u>	<u>STRUCTURAL SECTIONS</u>	<u>March 9, 2023</u>
<u>S202</u>	<u>STRUCTURAL DETAILS</u>	<u>March 9, 2023</u>
<u>S203</u>	<u>STRUCTURAL DETAILS</u>	<u>March 9, 2023</u>
<u>S204</u>	<u>STRUCTURAL DETAILS</u>	<u>March 9, 2023</u>
<u>MEP100</u>	<u>EQUIPMENT SCHEDULE</u>	<u>March 9, 2023</u>
<u>P100</u>	<u>UNDERFLOOR PLUMING PLAN &amp; RISER</u>	<u>March 9, 2023</u>
<u>P101</u>	<u>ABOVE FLOOR PLUMBING PLAN &amp; RISER</u>	<u>March 9, 2023</u>
<u>M100</u>	<u>HVAC PLAN</u>	<u>March 9, 2023</u>
<u>E100</u>	<u>POWER PLAN</u>	<u>March 9, 2023</u>
<u>E200</u>	<u>LIGHTING PLAN</u>	<u>March 9, 2023</u>
<u>E300</u>	<u>ELECTRICAL SCHEDULES AND DETAILS</u>	<u>March 9, 2023</u>

**.6** Specifications. **.4** Specifications:  
Specifications contained within the Project Manual titled *Public Works Garage* and dated March 9, 2023.

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
----------------	--------------	-------------	--------------

**.7** .5 Addenda, if any:

PAGE 7

<u>Addendum #1</u>	<u>March 30, 2023</u>	<u>Two pages plus attachments</u>
<u>Addendum #2</u>	<u>April 3, 2023</u>	<u>One page plus attachments</u>

...

**.8** Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.) **.6**  
Other Exhibits:

[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204 2017 incorporated into this Agreement.)

[ ] The Sustainability Plan: **X** Supplementary and other Conditions of the Contract:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
<u>00 73 10</u>	<u>Supplementary Conditions</u>	<u>March 9, 2023</u>	<u>Six (6)</u>

[ ] — Supplementary and other Conditions of the Contract:

**Document****Title****Date****Pages**

.9 — Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:08:05 ET on 04/19/2023 under Order No. 3104237059 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Manager

(Title)

April 19, 2023

(Dated)





TABULATION OF BIDS

#REF! Proctor, Minnesota SEH No.: PROCT 166073 Bid Date: 1:30 p.m., Thursday, April 6, 2023					Nordic Underwater Services, Inc. 1583 County Rd 4 Carlton, MN 55718 \$605,591.45		Ray Riihiluoma, Inc. 1415 Hwy 33 S Cloquet, MN 55720 \$733,000.00		Versacon Inc. 9443 Science Center Dr Minneapolis, MN 55428 \$760,000.00		Gardner Builders Duluth, LLC 2 W 1st St, Ste 133 Duluth, MN 55802 \$769,144.00		Johnson Wilson Constructors, Inc. 4431 Michigan St Duluth, MN 55807 \$906,200.00	
Line No.	Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1		PUBLIC WORKS GARAGE	LUMP SUM	1	\$605,591.45	\$605,591.45	\$733,000.00	\$733,000.00	\$760,000.00	\$760,000.00	\$769,144.00	\$769,144.00	\$906,200.00	\$906,200.00
TOTAL BID PRICE					\$605,591.45		\$733,000.00		\$760,000.00		\$769,144.00		\$906,200.00	

Chad Ward  
Mayor

# City of Proctor

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

Jess Rich  
City Administrator

---

*You Have a Place in Proctor*

---

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

Date: April 28, 2023  
To: City Council  
From: Jess Rich, Administrator  
Re: Finance Director Training Request

I recommend approving Finance Director Leslie Brunfelt's request for training (see attached memo.) Council approval is required according Brunfelt's current and pending contract:

City shall reimburse Employee for professional education not to exceed \$1,000 per year **or by approval by city council**. Employee's right to reimbursement shall only consist of the cost of the seminar itself, and not transportation, lodging, or hourly wages. City shall also reimburse Employee for:

- A. Annual association dues for one (1) (minimum) or more job-related professional organization/associations, said organizations/associations to be approved by the City Council; and
- B. Meeting costs and labor for meetings and professional development sessions of the above organizations/associations.
- C. City business mileage and other related City expenses.

Employee is required to report the benefits to the City on all City funded meetings, classes, and seminars on request.

To: City Council  
From: Leslie Brunfelt, Finance Director  
Date: April 28, 2023  
Re: Training recap and request

---

I am requesting funding for training for the annual GFOA conference in Portland, Oregon this May. I have received a scholarship for the conference fees, so I am only requesting reimbursement of travel expenses of approximately \$1,780.

I have included the history of my training since I began employment. I have made every attempt to keep costs low and have taken advantage of free training whenever possible. The average cost for training over 4 years would be \$780 per year. I have also made the decision to limit my professional association to the GFOA and the MNGFOA and have dropped the MNCPA society and the Minnesota Clerks and Finance Officers Association once I was able to determine which organizations would have the best trainings to meet the needs of Proctor.

So far, I have been able to maintain my CPA license which requires an average of 40 credits of continuing education each year. I believe having this certification and continuing education is important for the city to stay current with Government Accounting Standards Board requirements, to keep our audit fees low and to provide assurance to the citizens of Proctor. If the Council does not think this is an important requirement, I can change my CPA certification to inactive and I won't have any CPE requirements.

### **2020 Training \$227.88**

- Becker CPE Courses (18.5 self-study credits)- \$227.88
- MN Government Finance Officers Association (MNGFOA)
  - Values of Government Service (1.5 credits) - \$0

### **2021 Training - \$980**

- Government Finance Officers Association (GFOA)
  - Intermediate Governmental Accounting (12 credits) - \$420
  - GFOA Budget Training (14 credits) - \$490
  - Small Government Forum (1 credit) - \$0
  - Making the Case to Elected Officials (1 credit) - \$0
  - Mini Muni Conference (9 credits) - \$0
- Civic Systems Symposium - \$70
- Baker Tilly - Strategic Funding Plan (1 credit) - \$0

### **2022 Training - \$44**

- Baker Tilly - Overview of the IRS (1 credit) - \$0
- Beacon Hill - Ethics for Accountants in MN (8 credits) - \$44
- GFOA – Mini Muni Conference (9 credits) - \$0

## **2023 Training – est. \$1,865**

- GFOA Training on GASB 87 – Leases \$85
- MNGFOA – Positive Arbitrage (1 credits) - \$0
- Government Finance Officers Association Annual Conference (20 credits)
  - Conference \$0 – received a scholarship as a first-time attendee.
  - Airfare \$603.07
  - Hotel \$770.24
  - Meals & Incidentals \$407 – This is a high estimate. The Federal GSA meals & incidentals per diem for Portland is \$ \$74 per day, however I will try to keep this as low as possible. There should be some receptions provided by vendors that will have food.

## **2020 Professional Organizations - \$407**

- MNCPA Society - \$315
- Board of Accountancy Annual License - \$102
- MCFOA - \$45

## **2021 Professional Organizations - \$577**

- MNCPA Society - \$315
- GFOA Annual Membership Dues - \$160
- Board of Accountancy Annual License - \$102

## **2022 Professional Organizations - \$330**

- GFOA Annual Membership Dues - \$160
- MNGFOA Annual Membership Dues - \$70
- Board of Accountancy Annual License - \$100

## **2023 Professional Organizations - \$330**

- GFOA Annual Membership Dues - \$160
- MNGFOA Annual Membership Dues - \$70
- Board of Accountancy Annual License - \$100



## **Law Enforcement Labor Services, Inc.**

2700 FREEWAY BOULEVARD SUITE 700 • BROOKLYN CENTER, MN 55430  
651-293-4424

### **City of Proctor and Law Enforcement Labor Services, Inc., Local #405 Sergeant TENTATIVE AGREEMENT**

LELS Local #405 makes the following proposals for amendments to the collective bargaining agreement between Local #405 and the City of Proctor:

1. **DURATION (Article 20):** This Agreement is in effect January 1, 2023 and will expire on December 31, 2025...”
2. **WAGES (Article 5):**
  - a. January 1, 2023, 2.75% general wage increase.
  - b. January 1, 2024, 2.75% general wage increase.
  - c. January 1, 2025, 2.75% general wage increase
  - d. Shift Differential: increase to \$.75 cents.
  - e. Renew MOU language as follows: “City of Proctor HRA contribution of \$1.00 per hour no more than 40 hours per week for all full-time employees in years 2023, 2024, and 2025.”
  - f. 24 Hour Duty Pay: Continuing for 2023-2025
  - g. “When the Chief is absence for three days or longer not including Saturday or Sunday.....”
3. **HOLIDAYS (Article 8):**
  - a. The inclusion of Juneteenth as a recognized holiday if and when State and City of Proctor recognizes the holiday.
4. **UNIFORM ALLOWANCE (Article 14):**

\$845 2023  
\$865 2024  
\$880 2025
5. **DEATH IN FAMILY (Article 12):**

In the event there is a death in the immediate family, or by marriage or legal guardianship, three (3) days absence without the loss of pay shall be granted. (Immediate family shall be defined as spouse/domestic partner, parents, child, brother, sister, all relatives by marriage or domestic partnership, grandparents, grandchildren, stepchildren, stepparents, legal guardian or any relative residing with the employee or with whom the employee is residing.) Two (2) additional days may be granted in the event travel is necessary or for personal reasons of business transaction.

6. **DISCIPLINE (Article 17):**

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Section C, Written reprimands.....and will be of no effect one year after the date

7. **VACATION (Article 9)**

If the employee has more than 80 hours of saved vacation time at year's end, they may be allowed to convert any excess hours up to 80 hours into a deferred comp account.

8. **SECURITY ( Article 19)**

...seniority consistent with the employee's length of employment and if applicable previously approved lateral placement in the Proctor Police Department.

Law Enforcement Labor Services, Inc., Local #405 and CITY of PROCTOR,  
MINNESOTA

BY

Business Manager

4/20/2023

Date

**CITY OF PROCTOR**

BY

City Administrator

Date

Chad Ward  
Mayor

# City of Proctor

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

Jess Rich  
City Administrator

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

City of Proctor Non-Affiliated  
Confidential Assistant (Megan Jordan), Finance Director (Leslie Brunfelt),  
and Police Records Clerk (Jess Buhs)  
Negotiation Summary – April 21, 2023  
Subject to approval by the Proctor City Council

**Megan Jordan**

- Term 1/1/2023 – 12/31/2025
- Overtime: Increase carryover from 32 hours to 50 hours of compensatory time
- Vacation: Increase from 6.67 hours per month to 10 hours per month in year 2024 and 2025
- Holiday: Add Juneteenth when recognized by state and city
- Wages: \$1.00 increase 2023, \$.85 2024 and \$.85 2025
- Additional Compensation for Additional Duties: \$.15 increase effective 1/1/2023
- HRA benefits remain the same \$2080 per year for all three years.

**Jess Buhs**

- Term 1/1/2023 – 12/31/2025
- Holiday: Add Juneteenth when recognized by state and city
- Wages: \$1.00 2023, \$.85 2024 and \$.85 2025

**Leslie Brunfelt**

- Term 1/1/2023 – 12/31/2023
- Vacation: Increase from 10 hours per month to 13.33 hours per month
- Holiday: Add Juneteenth when recognized by state and city
- Wages: Increase to \$80,000/year
- HRA benefits remain the same \$2080 per year for all three years.

Chad Ward  
Mayor

# City of Proctor

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

Jess Rich  
City Administrator

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

Date: April 28, 2023

To: City Council

From: Jess Rich, Administrator

Re: 2023 Hoghead Fireworks Contract

Mr. Serbus is proposing an increase of \$870.75 from the 2022 contract. I feel, even with the moderate cost increase, Mr. Serbus' expertise, professionalism, and display is a great value. I recommend approval of the 2023 Hoghead Fireworks contract with Flashing Thunder.





# Curt Serbus - MN Pyro-Techs

Curt Serbus: 763-227-3941 11646 272<sup>nd</sup> Ave NW, Zimmerman, MN 55398

## Proctor Hog Head Days - Invoice 2023

700 East Van Buren Street, Mitchell Iowa, 50461

### SOLD TO:

City of Proctor  
Hoghead Festival  
Proctor, MN 55810  
Ph: 218-628-6297  
POC: Sally Hedtke  
[Sally Hedtke - shedtke@proctormn.gov](mailto:SallyHedtke@proctormn.gov)

### DISPLAY LOCATION:

Proctor golf course & city maintenance parking area near  
100 Pionk Rd, Proctor

Order #: Proctor HHD-2023

Order Date:

Customer #: City of Proctor

Sales Person: Curt Serbus

Show Type	Show Date	Terms	Customer PO
Electr Fired	see below	due on day of display	

Item Description	Shot Count	Amount
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### Fireworks Display for Proctor Hog Head Days - Saturday, August 19, 2023

Alternate "rain day": August 20

- 15 minute display

### Aerial Shells:

- 2.5" Finale Chains Asst'd Color	60	\$369.00
- 2.5" Titanium Salute Finale Chains	60	\$387.50
- 3" Assorted color Doubles	BFS 36	\$289.50
- 3" Assorted color and Special effects shells	B1T, I1T 72	\$570.00
- 3" R/S/B salute finale chains	30	\$265.50
- 3" Finale Chains - Asst'd Color	30	\$255.00
- 4" Assorted color and Special effect shell	72	\$1,083.00
- 4" Finale Chains	6	\$76.58
- 5" Special effect shell	24	\$597.00
- 6" Special effect shell	5	\$286.92
<b>Aerial Shells:</b>	<b>395</b>	

### Cakes, Mines, Candles, Special Effects:

3" Crossettes - Color Effects	30	\$300.00
2" Blue mine to red crossette candle	24	\$112.50

Cakes:	1625	\$1,753.25
--------	------	------------

CT100s, Whistle-color-comet-crackle 100s  
New world - 90s, Purple mine-Green Willow Storm - 49s  
Asst'd Effects-49s, Total Extinction - 200s  
Eye Candy - 25s, Wildfire - 30s Fan  
Venom - 33s, Juggernaut - 38s, Epic - 49s Fan

**Cakes and Mines (shots) 1525**

Grand Total of Shots in Display: 1920 \$6,345.75

**Equipment, Supplies and Other:**

Electric Matches, Lead wire 500 feet and supplies \$450.00

**Custom and Other Display Items:**

Insurance Fee: \$600.00

Shooter Fee: \$600.00

HAZMAT / DOT Shipping Fee: \$275.00

Rental Equipment \$150.00

Net Order: \$8,420.75

\*\* Discount -\$550.00

Sales Tax: (If applicable) \*Tax Exempt City \$0.00

**TOTAL: \$7,870.75**

**Flashing Thunder Fireworks**

SELLER: Curt Serbus

DATE:

By: Curtis J. Serbus

4/15/2023

**City of Proctor (Hog Head Days)**

BUYER:

DATE:

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

\_\_\_\_\_



700 East Van Buren Street, Mitchell Iowa, 50461

## CONTRACT FOR SERVICE

This contract is entered into this 17th day of April 2023 by and between Flashing Thunder Fireworks (Seller) & Curt Serbus (MN Certified Pyrotechnic Operator), designated herein as the "Operator", and the ( **City of Proctor, MN** ) designated as "Buyer"

The Operator, agrees to assist the City of Proctor, MN and will deliver to Buyer, 'ship show' fireworks and applicable insurance from Flashing Thunder Fireworks Inc (Mitchell, IA) on **Aug 19, 2023**. Operator agrees to perform the fireworks display safely and in accordance with such Federal, State, and local laws that might be applicable.

Operator agrees to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations or as is the required practice of Precocious Pyrotechnics Inc.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall spectators be allowed closer than 100 feet per inch of shells diameter. Buyer will provide adequate security monitoring to maintain these distance factors to include boats that may be watching the display from the lake. Buyer also agrees to contact the local Sherriff or water patrol to assist with monitoring as needed. Buyer will have adequate fire protection available on location of the display.

It is agreed and understood that Buyer has paid the purchase price of **\$7,870.75** plus sales tax (if applicable) to Flashing Thunder Fireworks Inc for a ship show display. Any remaining funds after the cost of fireworks, insurance, fees, supplies, fuel and rental have been paid can be paid to Operator as operator fees, for his services as a Certified Pyro-technician. This contract is not valid until signed by both parties. In case of weather related delay or cancellation, the deposit is not refundable, an alternate date to shoot the display will be held on: 20 August 2023

**All payments must be made out to: Flashing Thunder Fireworks Inc.**

**Send or mail payment to:** Curt Serbus,  
11646 272<sup>nd</sup> Ave NW  
Zimmerman, MN 55398

Buyer acknowledges and agrees that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.5% per month, which is an annual percentage of 18%, applied to the balance due after specified payment due dates above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Mitchell County, Osage, Iowa, and that Iowa law shall govern the determination of rights, responsibilities and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Operator in enforcing its rights under this contract and to collect any unpaid balance.

Certified MN Pyro-technician, #0819  
Curt Serbus  
OPERATOR

City of Proctor MN

BUYER

By: Curtis J. Serbus

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

Authorized Agent

Date: 04 / 17 / 2023

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



25 Al Shoberg Dr, Proctor MN 55810

218-624-225

City Council:

The Proctor Golf Course is proposing we sell our 2013 Club Car President Golf Carts in exchange for New 2022 Yamaha Golf Carts. These 6 cars are green in color and don't match the rest of our fleet of newer Yamaha's. Sequentially customers know that these green carts are not as nice as the newer carts we have so nobody wants to take these carts out; furthermore adding more wear and tear to our new carts. I am proposing this sale because the current used cart market is producing higher sales than in years in the past. This would be a good time to sell high and get into newer more desirable carts for our customers.

The current price on New Yamaha's I have been quoted \$5877 per car. I have 8 on order and three are ready for pick up now. Last fall I purchased 8 new Yamaha Carts which I own personally for business expenses. I am proposing the proceeds from these used Club Cars go toward the purchase of new carts. The city would own the new carts that were paid from funds of the used cart sale. I would pay the remaining balance on the other carts to own for my business expenses. Currently I see carts of this age in this condition going for \$2500 to \$3500 a piece. For example, if the carts sell for 3K a piece netting \$18K this would cover the cost of 3 new carts \$17631.

I have attached a invoice for the three carts I have reserved for pick up.

I have also attached pictures of VIN #'s and carts.

Thanks You

Jason Klatte

GM Proctor Golf Course

Chad Ward  
Mayor

Jess Rich  
City Administrator

# City of Proctor

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

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

## **RESOLUTION 15-23 DECLARING SURPLUS EQUIPMENT**

**WHEREAS**, the City of Proctor has the following items no longer in need by the department and have been removed from service; and,

- 6 (six) - 2013 Club Car President Golf Carts Serial Number PR1347-422252, PR1347-422280, PR1347-422243, PR1347-422250, PR1347-422247, #6 unknown

**WHEREAS**, the City of Proctor Golf Advisory Committee recommends the sale of the carts; and

**WHEREAS**, the sale of such equipment and its proceeds will allow the city to purchase new carts.

**NOW, THEREFORE BE IT RESOLVED** The City Council of the City of Proctor through the signature of its Mayor and Administrator, authorizes to declare this equipment surplus and available for sale on auction.

Passed by a majority vote of the Proctor City Council, this 1<sup>st</sup> day of May 2023.

BY: \_\_\_\_\_  
Chad Ward  
Mayor

ATTEST: \_\_\_\_\_  
Jess Rich  
City Administrator





# Yamaha Golf & Utility

3350 West Highway 13  
Burnsville, MN 55337 US

## INVOICE

Invoice: 01-290025  
Date: 4/24/2023

PO:  
CustId: PROCTOR GO

Phone: (952) 890-5541 Fax: (952) 890-2914  
Email:  
Web site: yamahagu.com

Cust Email:  
Phone: (218) 624-2255  
Salesperson: MONTE FRENCH  
User: rjenkins

Bill To:

PROCTOR GOLF CLUB  
PROCTOR GOLF CLUB  
25 AL SHOBERG DRIVE  
PROCTOR, MN 55810

Ship To:

PROCTOR GOLF CLUB

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
102471 / 987017	UN	Yamaha DR2AW1BEFI Yr: 2022 <b>S/N: J0B-517715</b> NEW - 2022 SUNSTONE FLEET DRIVE 2 EFI	1.0000		\$5,877.00		\$5,877.00
102467 / 987017	UN	Yamaha DR2AW1BEFI Yr: 2022 <b>S/N: J0B-517717</b> NEW - 2022 SUNSTONE FLEET DRIVE 2 EFI	1.0000		\$5,877.00		\$5,877.00
102473 / 987017	UN	Yamaha DR2AW1BEFI Yr: 2022 <b>S/N: J0B-517833</b> NEW - 2022 SUNSTONE FLEET DRIVE 2 EFI	1.0000		\$5,877.00		\$5,877.00
Total:							\$17,631.00

Totals

Sub Total: \$17,631.00  
Total Tax: \$0.00  
Invoice Total: \$17,631.00

Forms of Payment

Type	Description	Amount
CHARGE	Customer Id: PROCTOR GO	\$17,631.00
Total Forms of Payment:		\$17,631.00

Balance Due On This Invoice: \$17,631.00

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

Your prompt payment is appreciated.

Chad Ward  
Mayor

# City of Proctor

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

Jess Rich  
City Administrator

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

Date: April 28, 2023

To: City Council

From: Jess Rich, Administrator

Re: Local Road Improvement Program (LRIP) Grant Agreement

The City of Proctor has received a LRIP grant in the amount of \$1,250,000 to be applied toward the reconstruction of 2<sup>nd</sup> Street. This grant reduces the proposed homeowner special assessments for the project.

Previous Council Action:

- 2019 - Proctor Street and Utility CIP Approved which identified 2<sup>nd</sup> Street Reconstruction Project as the No. 1 project.
- December 6, 2021 - City Council authorized creation of a 2<sup>nd</sup> Street Guidance Committee and ordered a feasibility study.
- February 1, 2021 - Resolution in support of the LRIP Grant Application approved.
- June 6, 2022 - City authorizes St. Louis County Cooperative Agreement 000-617698 for 2<sup>nd</sup> Street for Funding and Contract Administration.
- August 15, 2022 - Feasibility Study presented and approved.
- August 31, 2022 - Special Assessment Hearing and approved Resolution Ordering Improvement and Preparation of Plans and Specifications
- March 17, 2023 - St. Louis County advertised for bid.
- April 17, 2023 - City Council Approved lowest bid.

Recommend approval of the attached LRIP grant agreement and resolution.



**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)**  
**GRANT AGREEMENT**

**This Agreement** between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Jess Rich  
100 Pionk Drive  
Proctor, MN 55810  
218-624-3641  
jrich@proctormn.gov

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP No. 069-594-001 2 <sup>nd</sup> Street Reconstruction from TH2 to 9 <sup>th</sup> Avenue in Proctor, Minnesota	\$1,250,000.00	\$1,961,648.20	December 31, 2028

3. Total Amount of LRIP Grant for all projects under this Agreement: \$1,250,000.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:
- |           |  |
|-----------|--|
| Exhibit A | Completed Sources and Uses of Funds Schedule |
| Exhibit B | Project Schedule                             |
| Exhibit C | Bond Financed Property Certification         |
| Exhibit D | Grant Application                            |
| Exhibit E | Grantee Resolution Approving Grant Agreement |
| Exhibit F | General Terms and Conditions                 |

5. Additional requirements, if any: None
6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**

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

Title: Mayor

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

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

Title: City Administrator

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

**DEPARTMENT OF TRANSPORTATION**  
*Approval and Certifying Encumbrance*

By: \_\_\_\_\_  
State Aid Programs Manager

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

**Office of Contract Management**

By: \_\_\_\_\_  
Contract Administrator

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

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with LRIP</b>	
LRIP Grant (Acct 331)	\$1,250,000.00	<b>Grant Funds:</b>	
		Roadway & Sidewalk	\$1,250,000.00
Other:			\$
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$1,250,000.00	Subtotal	\$1,250,000.00
<b>Public Entity Funds:</b>		<b>Items paid for with Non-</b>	
Matching Funds		<b>LRIP Grant Funds:</b>	
Local Match	\$1,961,648.20	Roadway & Sidewalk, Trail, Storm, Water & Sanitary, Lighting	\$1,961,648.20
Other:			
	\$		
	\$		
	\$		
Subtotal	\$1,961,648.20	Subtotal	\$1,961,648.20
<b>TOTAL FUNDS</b>	\$3,211,648.20	<b>TOTAL PROJECT COSTS</b>	\$3,211,648.20

**EXHIBIT B**

**PROJECT SCHEDULE**

Award Date: 5/2/2023  
Construction Start Date: 6/1/2023  
Construction Substantial Complete Date: 11/15/2023  
Contract Final Completion Date: 12/31/2028

## EXHIBIT C

### BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota  
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of St. Louis, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated May 1, 2023; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: May 1, 2023

City of Proctor  
*[name of Public Entity grantee]*, a political  
subdivision of the State of Minnesota

By: \_\_\_\_\_  
Name: Chad Ward  
Title: Mayor

By: \_\_\_\_\_  
Name: Jess Rich  
Title: City Administrator

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

This project consists of full reconstruction, sidewalk, water, sanitary sewer, storm sewer, street, curb and gutter, lighting and new trail on 2<sup>nd</sup> Street from 5<sup>th</sup> Avenue to 9<sup>th</sup> Avenue in Proctor, Minnesota

**EXHIBIT D**

GRANT APPLICATION - ATTACHED



**EXHIBIT E**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

**City of Proctor, Minnesota  
Resolution 15-23  
Grant Agreement to State Transportation Fund  
Local Road Improvement Program  
Grant Terms and Conditions  
SAP 069-594-001**

**WHEREAS**, the City of Proctor has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS**, the amount of the grant has been determined to be \$1,250,000.00 by reason of the lowest responsible bid;

**NOW THEREFORE**, be it resolved that the City of Proctor does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge(gap) but not required. The proper City officers are authorized to execute the grant agreement # 1053192 and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Passed by a majority vote of the Proctor City Council, this 1<sup>st</sup> day of May, 2023.

BY: \_\_\_\_\_  
Chad Ward  
Mayor

ATTEST: \_\_\_\_\_  
Jess Rich  
City Administrator

## **EXHIBIT F**

### **GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS**

#### **Article I DEFINITIONS**

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

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

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

“Construction Items” - means the work to be performed under the Construction Contract Documents.

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

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

## **Article II**

### **GRANT**

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

**Section 2.04 Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

**Section 2.06 Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

**Section 2.07 Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

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

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

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

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

**Section 2.11 Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Section 2.12 Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III**

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695  
AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

**Section 3.02 Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.



- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

#### **Article IV**

#### **DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

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

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

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

**Section 5.02 Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

**Section 5.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

**Section 5.04 Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

**Section 5.05 Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

**Section 5.06 Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

**Section 5.07 Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.08 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Marc Briesse, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

**Section 5.09 Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

**Section 5.10 Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.11 Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

**Section 5.12 Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.13 Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

**Section 5.14 Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

**Section 5.15 Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

**Section 5.16 Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

**Section 5.17 Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

**Section 5.18 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

**Section 5.19 Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

**Section 5.20 Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

**Section 5.21 Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.22 Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

**Section 5.23 Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

**Section 5.24 E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

**Section 5.25 Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

**Section 5.26 Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**Section 5.27 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

**Section 5.28 Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

April 19, 2023

Jess Rich  
City of Proctor  
100 Pionk Drive  
Proctor, MN 55810

Re: SAP 069-594-001 Encumbrance Letter.

Based on the awarded bid for the project listed above funding has been approved as follows:

<b>2020 LRIP Funds (SAAS Acct 331) – Construction</b>	<b>\$</b>	<b>1,250,000.00</b>
Local City Funds	\$	1,961,648.20
Total	\$	3,211,648.20

The State Transportation Fund Grant Agreement needs to be prepared with a resolution inserted. The resolution must state the amount of the grant, the project number as listed above, and agree to pay any costs in excess of this grant.

Your MnDOT Agreement Number, provided in the initial funding letter, should be referenced in the upper right-hand corner of this grant agreement. Prior to obtaining local agency signatures, submit a MS Word version of the draft grant agreement for review to Olga Kruglova ([olga.kruglova@state.mn.us](mailto:olga.kruglova@state.mn.us)). After Ms. Kruglova has approved the agreement as to form, obtain local agency signatures and submit a pdf of the signed grant agreement to Ms. Kruglova, with a copy to Marc Brieze ([marc.brieze@state.mn.us](mailto:marc.brieze@state.mn.us)). The template for the agreement and a sample resolution can be found on the State Aid website under Programs/Roadway Programs/Local Road Improvement Program. <http://www.dot.state.mn.us/stateaid/lrip.html>. **The grant agreement should be fully executed before construction begins. No bond funding can be paid to you until the agreement is executed.**

Sincerely,

Mohamed Farah  
State Aid Finance

cc: DSAE  
Marc Brieze, State Aid Programs Engineer



Chad Ward  
Mayor

Jess Rich  
City Administrator

# City of Proctor

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*You Have A Place In Proctor*

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

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

**City of Proctor, Minnesota  
Resolution 16-23  
Grant Agreement to State Transportation Fund  
Local Road Improvement Program  
Grant Terms and Conditions  
SAP 069-595-001**

**WHEREAS**, the City of Proctor has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS**, the amount of the grant has been determined to be \$1,250,000 by reason of the lowest responsible bid;

**NOW THEREFORE**, be it resolved that the City of Proctor does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge(gap) but not required. The proper county officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

Passed by a majority vote of the Proctor City Council, this \_\_\_\_ day of \_\_\_\_, 2023.

BY: \_\_\_\_\_  
Chad Ward  
Mayor

ATTEST: \_\_\_\_\_  
Jess Rich  
City Administrator

# City of Proctor

## Payroll Summary by Department

Check Date Range      4/14/2023      to      4/14/2023

Department	Gross Wages	Overtime Hours	Overtime Wages	Double Overtime Hours	Double Overtime Wages
Council	-	-	-	-	-
City Admin	9,694.02	-	-	-	-
Finance	2,968.00	-	-	-	-
Police Department	26,489.45	14.00	776.85	-	-
Fire Department	15,151.07	-	-	-	-
Street Department	10,003.17	11.50	522.69	-	-
Liquor Store	6,284.50	2.00	81.00	-	-
PUC	6,493.86	-	-	-	-
Committees	400.00	-	-	-	-
Election Judges	-	-	-	-	-
<b>Total</b>	<b>77,484.07</b>	<b>27.50</b>	<b>1,380.54</b>	-	-

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

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

[Report].Date Paid = 05/01/2023

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>BRAY&amp;REED</b>				
2166	CITY OF PROCTOR GENERAL	03/28/2023	3,400.00	100-10-160-3004 Legal Fees
2167	PEDA PURCHASE AGREEMENT	03/28/2023	300.00	100-10-160-3004 Legal Fees
2200	PROSECUTION MATTERS	04/03/2023	2,500.00	100-10-160-3004 Legal Fees
Total BRAY&REED:			6,200.00	
<b>CENTURYLINK</b>				
2186280787 4-	TELEPHONE - FIRE HALL	04/10/2023	102.71	100-20-220-3021 Telephone
2186281707 4.	ALARM SYSTEM - WESTGATE LIFT STATION	04/10/2023	44.22	500-50-510-3021 Telephone
2186282630 4.	ALARM SYSTEM - ALMAC LIFT STATION	04/10/2023	44.22	500-50-510-3021 Telephone
Total CENTURYLINK :			191.15	
<b>CINTAS</b>				
4153065356	RUGS AND MATS - FIRE HALL	04/20/2023	72.38	100-20-220-3000 Professional Services
Total CINTAS:			72.38	
<b>EMERGENCY SERVICES MARKETING</b>				
23-10655	I AM RESPONDING	04/19/2023	735.00	100-20-220-4433 Dues & Subscriptions
Total EMERGENCY SERVICES MARKETING :			735.00	
<b>GREAT AMERICA FINANCIAL SERVICE</b>				
33924859	AGREEMENT 007-1813067-000 - BIZHUB C360I COPIER	04/25/2023	172.58	100-20-210-4400 Repairs & Maintenanc
Total GREAT AMERICA FINANCIAL SERVICE:			172.58	
<b>GUARDIAN PEST CONTROL INC</b>				
2459206	CITY HALL PEST CONTROL	04/17/2023	97.71	100-10-130-4406 Pest Control
Total GUARDIAN PEST CONTROL INC:			97.71	
<b>HERMANTOWN CHAMBER OF COMMERCE</b>				
956	TOURISM MEMBERSHIP	04/26/2023	300.00	100-15-115-4433 Dues & Subscriptions
Total HERMANTOWN CHAMBER OF COMMERCE:			300.00	
<b>JAKES COMPANIES</b>				
1000128532	SANDBAGS	04/24/2023	400.00	100-30-330-2224 Street Maintenance M
Total JAKES COMPANIES :			400.00	
<b>JOHNSON CONTROLS</b>				
1-1284597922	REPLACE RETURN FAN MOTOR ON AHU 2	03/16/2023	2,100.00	100-10-130-4400 Repairs & Maintenanc
Total JOHNSON CONTROLS :			2,100.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>LEAGUE OF MN CITIES INS TRST</b>				
04172023	INSURANCE ENDORSMENT - EQUIPMENT BREAKDOWN	04/17/2023	1,884.00	100-10-130-3062 Insurance: Property
Total LEAGUE OF MN CITIES INS TRST:			1,884.00	
<b>MACQUEEN EMERGENCY</b>				
W05122	T4 REPAIR AND PUMP TEST	04/24/2023	10,957.33	100-20-220-4400 Repairs & Maintenan
Total MACQUEEN EMERGENCY:			10,957.33	
<b>MINN DEPT OF LABOR &amp; INDUSTRY</b>				
MARCH137385	BUILDING PERMIT SURCHARGE	04/26/2023	83.50	100-10-180-4442 State Bldg Permit Sur
Total MINN DEPT OF LABOR & INDUSTRY:			83.50	
<b>MNIT SERVICES</b>				
DV23030434	WAN CHARGES	04/25/2023	101.38	100-20-210-4433 Dues & Subscriptions
Total MNIT SERVICES :			101.38	
<b>NORTHEAST LAW ENFORC ADMIN COU</b>				
2023	ANNUAL DUES - K. GAIDIS	04/28/2023	75.00	100-20-210-4433 Dues & Subscriptions
Total NORTHEAST LAW ENFORC ADMIN COU:			75.00	
<b>PROCTOR BUILDERS</b>				
259972	FLAG POLE LIGHT	04/18/2023	32.94	100-20-220-2210 Operating Supplies
260134	POWER STRIPS	04/26/2023	12.99	100-20-220-2205 Office Supplies
Total PROCTOR BUILDERS:			45.93	
<b>PROCTOR HERMANTOWN COMMUNITY ED.</b>				
04182023	DONATION TO VETERAN'S LUNCHEON	04/28/2023	500.00	100-10-110-3094 Council Approved from
Total PROCTOR HERMANTOWN COMMUNITY ED.:			500.00	
<b>PROCTOR JOURNAL</b>				
37284	CITY COUNCIL MINUTES 4.3.23	04/28/2023	134.43	100-10-110-3052 General Notices & Pub
Total PROCTOR JOURNAL:			134.43	
<b>PUTIKKA, KARI</b>				
041823	OFFICE SUPPLIES	04/19/2023	84.57	100-20-210-2205 Office Supplies
Total PUTIKKA, KARI:			84.57	
<b>SEH</b>				
445119	166073 2022-2024 CITY ENGINEERING	04/18/2023	1,194.20	100-10-110-3003 Engineering Fees
445119	166073 SAND & SALT SHED	04/18/2023	6,124.60	300-30-330-3003 Engineering Fees
445119	166073 PIONK DR UTILITIES	04/18/2023	1,934.50	700-71-720-3003 Engineering Fees
Total SEH:			9,253.30	
<b>W.L.S.S.D.</b>				
Q1. CAF FEE 0	1ST QUARTER CAF FEES	04/26/2023	902.40	500-50-510-3085 Sewer - WLSSD Billin

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total W.L.S.S.D.:			902.40	
<b>WIRE WERKS ACCESSORIES AND SOLUTIONS</b>				
10194	SQUAD 106 EQUIPMENT REMOVAL	04/21/2023	275.00	100-10-130-4400 Repairs & Maintenanc
Total WIRE WERKS ACCESSORIES AND SOLUTIONS:			275.00	
<b>ZIEGLER INC.</b>				
IN000951406	INJECTOR LINES FOR LOADER	04/12/2023	269.57	100-30-300-2220 Supplies - Repair & M
Total ZIEGLER INC.:			269.57	
Grand Totals:			34,835.23	

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

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

[Report].Date Paid = 05/01/2023

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

[Report].Date Paid = 05/01/2023

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>AMERICAN BOTTLING COMPANY</b>				
3313815127	SODA	04/24/2023	237.81	600-60-600-2254 Soft Drinks & Mix
Total AMERICAN BOTTLING COMPANY :			237.81	
<b>ARTISAN BEER COMPANY</b>				
3598966	BEER	04/21/2023	438.00	600-60-600-2252 Beer Purchases
Total ARTISAN BEER COMPANY:			438.00	
<b>BERNICKS PEPSI</b>				
30029671	BEER	04/19/2023	3,996.45	600-60-600-2252 Beer Purchases
30030699	BEER	04/26/2023	62.70	600-60-600-2252 Beer Purchases
30030700	BEER	04/26/2023	4,272.15	600-60-600-2252 Beer Purchases
Total BERNICKS PEPSI:			8,331.30	
<b>BOURGET IMPORTS LLC</b>				
195579	SERVICE FEE	04/13/2023	16.00	600-60-600-3033 Freight & Express
195579	WINE	04/13/2023	340.00	600-60-600-2253 Wine Purchases
Total BOURGET IMPORTS LLC:			356.00	
<b>BREAKTHRU BEVERAGE</b>				
348767752	SERVICE FEE	04/20/2023	16.65	600-60-600-3033 Freight & Express
348767752	LIQUOR	04/20/2023	624.11	600-60-600-2251 Liquor Purchases
348870028	SERVICE FEE	04/27/2023	14.80	600-60-600-3033 Freight & Express
348870028	LIQUOR	04/27/2023	1,134.56	600-60-600-2251 Liquor Purchases
Total BREAKTHRU BEVERAGE:			1,790.12	
<b>CINTAS</b>				
4153303913	MATS	04/24/2023	190.60	600-60-600-2210 Operating Supplies
Total CINTAS:			190.60	
<b>COCA COLA BOTTLING CO</b>				
3140417	SODA	04/18/2023	151.45	600-60-600-2254 Soft Drinks & Mix
Total COCA COLA BOTTLING CO:			151.45	
<b>DAHLHEIMER BEVERAGE</b>				
1885791	BEER	04/18/2023	115.10	600-60-600-2252 Beer Purchases
Total DAHLHEIMER BEVERAGE:			115.10	
<b>JOHNSON BROTHERS INC</b>				
2280135	DELIVERY CHARGE	04/18/2023	23.10	600-60-600-3033 Freight & Express
2280135	LIQUOR	04/18/2023	767.77	600-60-600-2251 Liquor Purchases
2280136	DELIVERY CHARGE	04/18/2023	4.36	600-60-600-3033 Freight & Express

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
2280136	WINE	04/18/2023	88.00	600-60-600-2253 Wine Purchases
2282312	DELIVERY CHARGE	04/21/2023	6.54	600-60-600-3033 Freight & Express
2282312	WINE	04/21/2023	184.00	600-60-600-2253 Wine Purchases
2284713	DELIVERY CHARGE	04/26/2023	22.70	600-60-600-3033 Freight & Express
2284713	LIQUOR	04/26/2023	1,152.96	600-60-600-2251 Liquor Purchases
2284714	WINE	04/26/2023	878.00	600-60-600-2253 Wine Purchases
2284714	DELIVERY CHARGE	04/26/2023	34.88	600-60-600-3033 Freight & Express
2284715	DELIVERY CHARGE	04/26/2023	2.18	600-60-600-3033 Freight & Express
2284715	MIX	04/26/2023	40.00	600-60-600-2254 Soft Drinks & Mix
247613	DELIVERY CHARGE	04/07/2023	.50	600-60-600-3033 Freight & Express
247613	WINE	04/07/2023	112.00	600-60-600-2253 Wine Purchases
Total JOHNSON BROTHERS INC :			3,091.99	
<b>LAKESHORE ICE</b>				
03-303986	ICE	04/25/2023	170.80	600-60-600-2258 Misc Merchandise
Total LAKESHORE ICE:			170.80	
<b>MICHAUD DISTRIBUTING COMPANY</b>				
376101	BEER	04/17/2023	233.00	600-60-600-2252 Beer Purchases
376101	FUEL SURCHARGE	04/17/2023	3.00	600-60-600-3033 Freight & Express
Total MICHAUD DISTRIBUTING COMPANY:			236.00	
<b>PHILLIPS WINE &amp; SPIRITS CO.</b>				
6575664	DELIVERY	04/14/2023	35.66	600-60-600-3033 Freight & Express
6575664	LIQUOR	04/14/2023	2,075.66	600-60-600-2251 Liquor Purchases
6575665	DELIVERY	04/14/2023	28.34	600-60-600-3033 Freight & Express
6575665	LIQUOR	04/14/2023	778.50	600-60-600-2251 Liquor Purchases
6575666	DELIVERY	04/14/2023	2.18	600-60-600-3033 Freight & Express
6575666	MIX	04/14/2023	28.05	600-60-600-2254 Soft Drinks & Mix
6579140	DELIVERY CHARGE	04/21/2023	29.99	600-60-600-3033 Freight & Express
6579140	LIQUOR	04/21/2023	2,137.74	600-60-600-2251 Liquor Purchases
6580969	LIQUOR	04/26/2023	104.88	600-60-600-2251 Liquor Purchases
6580969	DELIVERY CHARGE	04/26/2023	1.32	600-60-600-3033 Freight & Express
Total PHILLIPS WINE & SPIRITS CO. :			5,222.32	
<b>PROCTOR BUILDERS</b>				
260062	LIGHT BULBS	04/25/2023	46.32	600-60-600-2210 Operating Supplies
Total PROCTOR BUILDERS:			46.32	
<b>PROCTOR JOURNAL</b>				
37296	NEWS STAND SALES	04/27/2023	8.89	600-60-600-2258 Misc Merchandise
Total PROCTOR JOURNAL:			8.89	
<b>SOUTHERN WINE &amp; SPIRITS</b>				
2334469	LIQUOR	04/14/2023	1,119.38	600-60-600-2251 Liquor Purchases
2334469	DELIVERY	04/14/2023	17.59	600-60-600-3033 Freight & Express
2336885	DELIVERY	04/21/2023	61.50	600-60-600-3033 Freight & Express
2336885	LIQUOR	04/21/2023	2,562.25	600-60-600-2251 Liquor Purchases
2339263	DELIVERY	04/28/2023	23.57	600-60-600-3033 Freight & Express
2339263	LIQUOR	04/28/2023	1,158.15	600-60-600-2251 Liquor Purchases

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total SOUTHERN WINE & SPIRITS:			4,942.44	
<b>SUPERIOR BEVERAGE (MN)</b>				
1460336	BEER	04/14/2023	7.14	600-60-600-2252 Beer Purchases
20038568	FREIGHT	04/14/2023	3.00	600-60-600-3033 Freight & Express
20038568	BEER	04/14/2023	539.15	600-60-600-2252 Beer Purchases
20038670	BEER	04/18/2023	1,741.20	600-60-600-2252 Beer Purchases
20038670	FREIGHT	04/18/2023	3.00	600-60-600-3033 Freight & Express
20038971	FREIGHT	04/21/2023	3.00	600-60-600-3033 Freight & Express
20038971	BEER	04/21/2023	693.45	600-60-600-2252 Beer Purchases
20039054	FREIGHT	04/25/2023	3.00	600-60-600-3033 Freight & Express
20039054	BEER	04/25/2023	2,885.40	600-60-600-2252 Beer Purchases
Total SUPERIOR BEVERAGE (MN):			5,864.06	
<b>URSA MINOR BREWING</b>				
e-4097	BEER	04/27/2023	78.48	600-60-600-2252 Beer Purchases
Total URSA MINOR BREWING:			78.48	
Grand Totals:			31,271.68	

## 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 = 05/01/2023



## Report Criteria:

Report type: Summary

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

Bank.Account description = "City Checking"

Check Issue Date	Check Number	Payee	Amount
05/01/2023	42448	AMERICAN BOTTLING COMPANY	237.81
05/01/2023	42449	ARTISAN BEER COMPANY	438.00
05/01/2023	42450	BERNICKS PEPSI	8,331.30
05/01/2023	42451	BREAKTHRU BEVERAGE	1,790.12
05/01/2023	42452	CENTURYLINK	102.71
05/01/2023	42453	CENTURYLINK	44.22
05/01/2023	42454	CENTURYLINK	44.22
05/01/2023	42455	CINTAS	262.98
05/01/2023	42456	EMERGENCY SERVICES MARKETING	735.00
05/01/2023	42457	GUARDIAN PEST CONTROL INC	97.71
05/01/2023	42458	HERMANTOWN CHAMBER OF COMMERCE	300.00
05/01/2023	42459	JAKES COMPANIES	400.00
05/01/2023	42460	JOHNSON BROTHERS INC	3,091.99
05/01/2023	42461	JOHNSON CONTROLS	2,100.00
05/01/2023	42462	LAKESHORE ICE	170.80
05/01/2023	42463	LEAGUE OF MN CITIES INS TRST	1,884.00
05/01/2023	42464	MACQUEEN EMERGENCY	10,957.33
05/01/2023	42465	MINN DEPT OF LABOR & INDUSTRY	83.50
05/01/2023	42466	MNIT SERVICES	101.38
05/01/2023	42467	PHILLIPS WINE & SPIRITS CO.	5,222.32
05/01/2023	42468	PROCTOR HERMANTOWN COMMUNITY ED.	500.00
05/01/2023	42469	PUTIKKA, KARI	84.57
05/01/2023	42470	SOUTHERN WINE & SPIRITS	4,942.44
05/01/2023	42471	ZIEGLER INC.	269.57
05/01/2023	999913587	BOURGET IMPORTS LLC	356.00
05/01/2023	999913588	BRAY&REED	6,200.00
05/01/2023	999913589	COCA COLA BOTTLING CO	151.45
05/01/2023	999913590	DAHLHEIMER BEVERAGE	115.10
05/01/2023	999913591	GREAT AMERICA FINANCIAL SERVICE	172.58
05/01/2023	999913592	LAW ENFORCEMENT LABOR SERVICES	405.00
05/01/2023	999913593	MICHAUD DISTRIBUTING COMPANY	236.00
05/01/2023	999913594	NORTHEAST LAW ENFORC ADMIN COU	75.00
05/01/2023	999913595	PROCTOR BUILDERS	92.25
05/01/2023	999913596	PROCTOR JOURNAL	143.32
05/01/2023	999913597	PROCTOR POLICE DEPT UNION FUND	60.00
05/01/2023	999913598	SEH	9,253.30
05/01/2023	999913599	SUPERIOR BEVERAGE (MN)	5,864.06
05/01/2023	999913600	TEAMSTERS LOCAL UNION #346	459.00
05/01/2023	999913601	URSA MINOR BREWING	78.48
05/01/2023	999913602	W.L.S.S.D.	902.40
05/01/2023	999913603	WIRE WERKS ACCESSORIES AND SOLUTIONS	275.00
Grand Totals:			67,030.91

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-00-000-2020	.00	26,709.29-	26,709.29-
100-00-000-2177	924.00	.00	924.00
100-10-110-3003	1,194.20	.00	1,194.20
100-10-110-3052	134.43	.00	134.43
100-10-110-3094	500.00	.00	500.00
100-10-130-3062	1,884.00	.00	1,884.00
100-10-130-4400	2,375.00	.00	2,375.00
100-10-130-4406	97.71	.00	97.71
100-10-160-3004	6,200.00	.00	6,200.00
100-10-180-4442	83.50	.00	83.50
100-15-115-4433	300.00	.00	300.00
100-20-210-2205	84.57	.00	84.57
100-20-210-4400	172.58	.00	172.58
100-20-210-4433	176.38	.00	176.38
100-20-220-2205	12.99	.00	12.99
100-20-220-2210	32.94	.00	32.94
100-20-220-3000	72.38	.00	72.38
100-20-220-3021	102.71	.00	102.71
100-20-220-4400	10,957.33	.00	10,957.33
100-20-220-4433	735.00	.00	735.00
100-30-300-2220	269.57	.00	269.57
100-30-330-2224	400.00	.00	400.00
300-00-000-2020	.00	6,124.60-	6,124.60-
300-30-330-3003	6,124.60	.00	6,124.60
500-00-000-2020	.00	990.84-	990.84-
500-50-510-3021	88.44	.00	88.44
500-50-510-3085	902.40	.00	902.40
600-00-000-2020	119.64	31,391.32-	31,271.68-
600-60-600-2210	236.92	.00	236.92
600-60-600-2251	13,615.96	.00	13,615.96
600-60-600-2252	15,055.08	7.14-	15,047.94
600-60-600-2253	1,490.00	112.00-	1,378.00
600-60-600-2254	457.31	.00	457.31
600-60-600-2258	179.69	.00	179.69
600-60-600-3033	356.36	.50-	355.86
700-00-000-2020	.00	1,934.50-	1,934.50-
700-71-720-3003	1,934.50	.00	1,934.50
Grand Totals:	67,270.19	67,270.19-	.00

## Report Criteria:

Report type: Summary

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

Bank.Account description = "City Checking"