

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, June 18, 2018 6:00pm
Council Chambers - Community Activity Center - 100 Pionk Drive

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OTHERS PRESENT

APPROVAL OF MINUTES June 4, 2018 City Council Meeting Minutes

APPROVAL OF AGENDA

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

***APPROVAL OF CONSENT AGENDA** (one Council motion can accept all items listed under this agenda, plus Council can pull any individual items out of this consent agenda and discuss/act on item separately - thus leaving others to be approved via consent agenda action) - **bold print denotes need for Council action.**

***1. COMMUNICATIONS**

A. St. Louis County Comprehensive Land Use Plan – Draft Goals and Objectives

2. PLANNING & ZONING DEPARTMENT MATTER

***3. CLERK ADVISES COUNCIL**

- A. Government Fund Payroll Period Ended 6/10/18
- B. Liquor Fund Payroll Period Ended 6/10/18

***4. COMMITTEE REPORT**

- A. Liquor Control and Public Safety Committee Meeting Minutes of June 6, 2018

***5. UNFINISHED BUSINESS**

- *A. SRO

6. NEW BUSINESS

- A. Ordinance No. 02-18 – Ordinance Amending Section 200 of the City Code Entitled “Council and Administration”
Tabled until this meeting, for a new First Reading to the revised Ordinance.
- B. Resolution 23-18 – Appointment to Liquor Control Committee
- C. Resolution 24-18 – Appointment to Liquor Control Committee
- D. Special Event Application – **Hoghead-Field Station**
 - 1. Car Show, August 15, 2018 12pm - 9pm
 - 2. Hoghead Daytime, August 18, 2018 10am - 5pm
- E. Special Event Application – **Hylla 5K & Green White Mile**
Saturday August 18, 2018 6am -11am
- F. Resolution 22-18 – Authorizing Consumption of Alcoholic Beverages in Public Places in Proctor in Conjunction with Festivals
- G. Special Event Application – **2018 Hoghead Festival**, August 18, 2018 7am-5pm
- H. Special Event Application – **Hoghead Street Dance**, August 18, 2018 10am-1am
August 19, 2018
- I. Resolution 25-18 – Resolution of Non-Objection To Issuance of State of Minnesota Charitable Gambling License
- J. Resolution 26-18 – Appointment of Elected Officials and Judges
- K. Resolution 27-18 – Establishing/Designating Election Polling Place
- L. Dead Sod – Benson
- M. Golf Course Tree Removal – Benson
- N. Set Special Council Meeting Date To Address Investigation
- O. Accepting Resignation

7. LABOR AND NEGOTIATIONS ISSUES – Per MN Statutes 13D Closed Meeting

MEMBER CONCERNS

Schwarzbauer:

Benson:

Nowak:

DeWall:

Larson:

BILLS FOR APPROVAL

General: \$2,103,587.58

Liquor: \$27,845.56

Total: \$2,131,433.14

ADJOURNMENT:

Minutes of the regular Proctor City Council meeting held Monday, June 4, 2018
in the Community Center Council Chambers.

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

MEMBERS PRESENT: Councilors Troy DeWall, Gary Nowak, Jim Schwarzbauer,
Gary Nowak, Jake Benson and Mayor Phil Larson.

OTHERS PRESENT: Administrator Mark Casey; City Attorney John Bray; Chief
Gaidis; Jennifer Smith, WIPFLI; Kathy Resberg, Irving
Community Club Jim Aird, Midway Township; Kathy
Hannan; Travis White; Jarad White; Chad Ward; Kerry
Helquist; Dick Kari; Jason & Tammy Lofdahl; Courtney
Pierce; Andy Paczak; and Linnea Wiita. .

APPROVAL OF THE MINUTES:

Motion by Schwarzbauer, seconded by DeWall and carried (5-0): To approve the May 21,
2018 City Council Meeting Minutes.

APPROVAL OF THE AGENDA:

Motion by Benson, seconded by DeWall and carried (5-0): To approve the agenda for
June 4, 2018, with the following additions: 6.H. Police Officer Hiring, and under
Member Concerns/Benson/Intergovernmental and Intragovernmental Relations – St.
Louis County.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:

Tammy Lofdahl (Proctor Speedway) thanked the City for the previous donation of the
recycled blacktop at the Speedway – said it was much appreciated and they would be
happy to receive any additional donations of the recycled bituminous if and when it
becomes available.

Kathy Resberg (Irving Community Club) reported there will be a one day event - Coach
Purse Bingo – to be held July 14th at the Fair. As a result, she requested a Resolution of
Non-objection for the gambling event July 14th for the state permit application. No
action required.

Resberg also reported that due to changes in how their organization can contribute money
back into the community, they will only be able to fund the children's games and the
Wildlife Connection this year, and that the rest will have to go through the Lions Club.

~~Motion by Benson, second by DeWall and carried (5-0): To suspend the regular meeting
agenda to go to Item 6.A. Annual Financial Report at 6:10 pm.~~

***APPROVAL OF THE CONSENT AGENDA** (one Council motion can accept all items listed under this agenda, plus Council can pull any individual items out of this consent agenda and discuss/act on item separately – thus leaving others to be approved via consent agenda action) – bold print denotes need for Council action.

Motion by Nowak, seconded by Larson and carried (5-0): To approve the Consent Agenda, pulling the following item: 4.A. Pulling Planning & Zoning Minutes to New Business 6.1.

***1. COMMUNICATIONS**

A. League of Minnesota Cities Letter Regarding Annual Dues

B. Arbor Day Foundation Letter to Congratulate Proctor On Earning Recognition as a 2017 Tree City USA

C. Thank You letter from Superior Police Department

D. Calcium Chloride Dust Control 2018 Contract

2. PLANNING AND ZONING DEPARTMENT MATTER

***3. CLERK ADVISES COUNCIL**

A. Government and Liquor Fund Payroll Period Ended 05/27/2018

***4. COMMITTEE REPORTS**

A. Planning and Zoning Meeting Minutes of May 29, 2018

B. Proctor Police Civil Service Commission Meeting Minutes

***5. UNFINISHED BUSINESS**

***A. SRO**

B. Ordinance No. 02-18, Ordinance Amending Section 200 of the City Code Entitled "Council and Administration" (*Remove from table*)

Motion by Larson, seconded by DeWall and carried (5-0): To remove this item previously tabled for discussion purposes.

Discussion that after the First Reading of Ordinance No. 02-18, it was tabled to this meeting. Discussion last meeting to consider additional advisory members be added to the ordinance.

Motion by Schwarzbauer, second by _____ and carried (5-0): To comprise the Liquor Control Board of two council voting members and the Police Chief, plus the Liquor Store Manager and one other at large member as non-voting Advisory Members.

Discussion that the same application process that is used for other committees and commissions would be used for the Advisory member, and that some knowledge or expertise would be expected.

Attorney Bray advised that a new First Reading to the revised Ordinance would be required.

6. NEW BUSINESS

A. Annual Financial Report for the Year Ended December 31, 2017, Together With Independent Auditor's Report

Jennifer Smith, WIPFLI, presented a summary of the Report. She explained some of the requirements of the State Auditor's Office. The report expresses the opinion of the City's Financial Statement, with which they assist, and that it is true and correct, and an accurate representation of 2017.

Legal Compliance Findings:

1. The City did not adopt a budget in 2017.
2. The City missed the Feb. 1 deadline for reporting the City's outstanding obligations as of Dec 31 to the State Auditor.
3. The City did not pay all bills within the standard payment period (45 days).
4. The City did not provide Broker Certifications before investment transactions were made.
5. The 2016 pay2017 levy did not produce at least 5% in excess of the principal and interest payments that were due during the year.
6. The 2018 levy is set higher, but they do not offset each other. Property tax money captured within debt service funds remain there (and are unavailable to the City) until that debt is paid off.

Internal Controls:

1. Many credit card purchases lacked adequate support (receipts).

In the General Fund, Income exceeded Expenses by \$12,441

Smith answered questions and pointed out balances and items she thought would be of most interest to the Councilors.

There will also be a PUC Financial Report at the next PUC meeting, as PUC is separate entity.

Smith also expressed appreciation for Loren Peterson and all his assistance with the audit – she said he will be missed.

Motion by Nowak, second by DeWall and carried (5-0): To accept the Annual Financial Report for the Year Ended December 31, 2017.

B. Resolution 20-18 – Exhibit E for Grant Agreement To State Transportation Fund (Local Road Improvement Program) Grant Terms And Conditions SAP 069-596-011

Follow-up the application for the Local Road Improvement Program, which was rejected because it needs to include the correct, full heading on every page, as well as the County Agreement.

Discussion: Benson noted that storm sewers and sanitary sewers were listed separate from lighting and sidewalks. Also trees are not a part of the project at this point.

Administrator Casey advised that trees are still under consideration, and that they will be on the residential property and not in the right of way. Also that the Trees and Beautification Committee will be a part of that planning process.

Schwarzbauer stated that he will approve this to get the project started, but definitely wants Tress & Beautification Committee consulted.

Attorney Bray advised that there was no conflict of interest for Councilor Schwarzbauer to vote on this matter.

Motion by Nowak, second by Larson and carried (5-0): To approve Resolution 20-18 – Exhibit E for Grant Agreement To State Transportation Fund (Local Road Improvement Program) Grant Terms And Conditions SAP 069-596-011.

C. Resolution 21-18 Authorization To Accept Donations

Motion by DeWall, second by Nowak and carried (5-0): To approve Resolution 20-18 Authorization To Accept Donations, to authorize the City Street Department Foreman, or his designee, to accept donations, such as the recycled bituminous.

D. Fireworks Donations

Discussion of Auditor's recommendations if Council were to accept donations:

Open a separate bank account, each donation to be recorded and receipted.

Mayor Larson concerned that we may be opening floodgates for other fundraisers, and also for staff time requirements to accomplish this.

Schwarzbauer said he would step forward and work with Sally, Mark and the bank to make this happen, also to publicize and assist in any way possible.

Decided not to use Utility bill fliers to avoid confusion.

Consensus to have the bank take the lead and have all donation go directly to the bank. No Council action required.

E. Personnel Committee

Motion by Schwarzbauer, second by Benson (for discussion) and failed (2 Aye (Schwarzbauer & Benson), 1 Nay (Nowak), 2 Abstaining (DeWall & Larson): To comprise the Personnel Committee with Schwarzbauer (original member), Guiliani (Police Civil Service member), and DeWall for this pending situation.

Discussion that previous Council action put Councilor DeWall on the Personnel Committee in place of Mayor Larson for the currently pending complaint before the Committee. Larson stated that since he has returned, he should resume the position. Attorney Bray advised that the Investigator Attorney recommended staying with the three original persons serving on the Committee until the item before them is resolved, then return to the original members.

Motion by Larson, second by Nowak and carried (4-0, DeWall Abstaining): Mayor Larson to relinquish his position on the Personnel Committee, thus leaving DeWall in that position until resolution of the current situation.

F. Proctor Golf Course Mower Quotes

1. TurfWerks Equipment Quote
2. MTI Distributing Equipment Proposal

Motion by Larson, second by Schwarzbauer and carried (5-0): To accept the bid from MTI Distributing for \$56,594.80.

Discussion that the golf course has a unique situation with a person having set up a Trust Fund for the course. The City acts as the flow-through for the trust fund money, therefore quotes and bids are necessary. Recommendation to purchase the new equipment from MTI.

G. Closed Meetings

Tabled to next meeting.

H. Police Officer Hiring

A member of the Police Department resigned, so the Police Civil Service Commission met. Recommendation of the Commission is to post the Police Officer position and begin the hiring process.

Motion by Schwarzbauer, second by Nowak and carried (5-0): To approve the posting to hire 1 full time equivalent Police Officer.

Discussion: DeWall agrees the City needs another police officer, but believes the City needs to tread carefully to make sure it is affordable. If a lateral officer is to be considered, he requests a presentation to Council to demonstrate affordability.

I. Planning and Zoning Minutes of May 29, 2018

Discussion of need to address ongoing blight property in the City. Mayor Larson passed around photos of some of the properties – buildings badly in need of repair, temporary repairs that have existed too long, unfinished projects, neglected trees in the boulevards, pigeons getting into eaves and rafters, The Mayor would like some of these matters abated by the City.

Bray advised that a Court Order is need to raze buildings. In the past grant money was located for some removal.

Schwarzbauer advised that the schools cannot provide labor due to hazards such as asbestos, lead, etc.

Mayor Larson recommends the Police Department watch for nuisance properties and report such to Council, rather than an annual drive around town.

No Council action required.

7. LABOR AND NEGOTIATIONS – Per MN Statutes 13D Closed Meeting

none

MEMBERS CONCERNS:

Schwarzbauer:

1. BMX in Proctor

Schwarzbauer pointed out that there are no BMX facilities in the Twin Ports and that he feels the Fairgrounds is an ideal location. He would like to explore the possibility.

Nowak and Larson agreed that there isn't enough for youth in the area. Larson recommended working on one project at a time, and finishing the Playground for EveryBODY first. Schwarzbauer disagreed, stating he thinks there is room for multiple projects and would like to create a team to explore the BMX project.

He also stated that he has been approached by some Duluth property owners interested in a regional sports center. Also exploring the idea of trying to bring REI here.

Benson:

1. Intergovernmental and Intragovernmental Relations

– Proctor Public Schools

Benson reported there was discussion at the School Board meeting of the SRO position, but that they are still waiting to see how much they receive from the state Safe Schools funds. Also that they may use the funds to extend the Dean of Students position.

– MIC

Benson reported there was discussion of the Boundary Avenue Management Study at the MIC meeting.

– City of Duluth

Benson reported the City of Duluth had no interest on the Boundary Avenue Management Study.

- St. Louis County

Benson said the County is planning a \$13 million remake of the north and south lanes of I35 in the area of Highway 2, which will result in traffic diversions in 2020. He suggested the re-routing might benefit other businesses.

Also that the roundabout being built at Midway Rd. and Maple Grove Rd. intersection begins June 11th and semis will be rerouted down Highway 2 and 33. Possible public safety concerns?

Nowak:

Nowak commented on the allegations that had been made against him in February, and that he had received a copy of the letter from the Lake County Attorney (where the complaint was referred due to local conflict of interest issues) that he will not be charged with any crime, and cited reasons for the decision as cited in the letter.

He expressed upset for the articles that appeared in the newspapers while the decision was pending for three months.

DeWall:

Reminder that Emergency Services need to be notified regularly of road closures, etc, during all of the summer's pending construction projects.

Mayor Larson and Administrator Casey:

Larson & Casey attended a pre-construction meeting last week.

The 6th Street construction project begins 6-11-18, and will be moving east to west.

Almac Drive project begins shortly thereafter. Since there are no alleys in those areas, Ulland will try to provide access for homeowners, and try to allow flexible access in the

morning and dinner hours. The planned work day will be 7 am – 7 pm. Contractor will also regularly post updates on the website and social media.

BILLS FOR APPROVAL

General Bills: \$106,392.39

Liquor Bills: 28,473.26

Total \$134,865.65 \$

\$ 134,865.65 TOTAL BILLS FOR APPROVAL

Motion by Schwarzbauer, seconded by DeWall and carried (4-1 (Benson-Nay)): To approve the bills for payment as listed.

ADJOURNMENT

Motion by Larson, seconded by Nowak and carried (5-0): To adjourn the City Council meeting at 8:20 pm.

1A



Saint Louis County

Planning and Community Development Department • www.stlouiscountymn.gov
landuseinfo@stlouiscountymn.gov

Barbara Hayden
 Director

TO: Cities, Towns and other Interested Parties

FROM: Mary Anderson, Planning Manager

DATE: May 31, 2018



RE: St. Louis County Comprehensive Land Use Plan – Draft Goals and Objectives

St. Louis County has been working with SRF Consulting Group, Inc. throughout the winter to prepare draft goals and objectives for the comprehensive land use plan. The draft goals and objectives are based on language in the current plans, input from comments provided by various methods of communication such as the online comment process, public workshops, meetings with the St. Louis County Township Association, individual meetings with towns and feedback from focus groups and agencies.

We are sending the draft goals and objectives out now in order to give you time to review them between now and July. We prefer to get feedback from you on the goals and objectives at your earliest convenience. During the week of July 16-19, 2018, St. Louis County will hold a second series of public workshops at various locations throughout the county (the initial series of public workshops was held in August 2017).

The purpose of the July workshops will be to seek additional input on the draft goals and objectives, as well as comments on the draft County future land use map that will show potential concept areas for future land uses in the county. After these meetings, there will be time to further review the future land use map, before a public hearing is scheduled on the draft plan. We intend to hold a public hearing before the St. Louis County Planning Commission in the fall of 2018.

If you have any questions about the plan or wish to provide feedback on the draft goals and objectives, please contact Mary Anderson (St. Louis County Planning Manager, phone: 218-749-0626, email: andersonm3@stlouiscountymn.gov) or Scott Harmstead (Consultant Project Manager, phone: 701-354-2405, email: sharmstead@srfconsulting.com). You may also follow the project online, please visit <http://planslcmn.com>.

We welcome your participation in the St. Louis County Comprehensive Land Use planning process.

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DRAFT Goals & Objectives

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Goal LU-5: Development shall proceed in an orderly, efficient, and fiscally responsible manner.

Objective LU-5.1: When possible, direct new development toward areas already supported with improved infrastructure, public facilities, and areas in reasonable proximity to basic services.

Objective LU-5.2: When development opportunities do arise in isolated areas, ensure such development is self-supporting and is otherwise consistent with the comprehensive plan.

Objective LU-5.3: Encourage infill, redevelopment, or reuse of vacant commercial or industrial properties.

Objective LU-5.4: New development is expected to support all needed infrastructure improvements to be connected to existing transportation systems and other available infrastructure.

Objective LU-5.5: Direct the development of new commercial/general purpose sand and gravel pits to areas designated as Forest and Agriculture on the Future Land Use Map.

Objective LU-5.6: Where possible, work to facilitate the merging or reversion to acreage of undeveloped substandard lots in “paper subdivisions” that are designated on the Future Land Use Map as Forestry and Agriculture (FA).

Objective LU-5.7: “Paper subdivisions” in areas designated for residential, commercial, or industrial development will be evaluated to understand challenges in improving such areas to allow for development.

Goal LU-6: County residential areas are accessible, affordable, and livable for a broad spectrum of age and income groups.

Objective LU-6.1: The supply, type, and price of new housing should accurately reflect the needs of the St. Louis County population.

Objective LU-6.2: Where needed, promote inclusive communities with affordable housing options.

Objective LU-6.3: Protect established residences from encroachment and the unintended impacts of incompatible uses.

Objective LU-6.4: Encourage an equitable distribution of schools, health care services, grocers, and other resources that are necessary to sustain personal well-being and enhance the quality of county communities.

Objective LU-6.5: Work with state and other regional government, nonprofit, and development groups to identify opportunities for independent living developments in all areas of the county, such as in or adjacent to lakeshore communities.

Goal LU-7: Follow best practices for rural wastewater management.

Objective LU-7.1: Direct residential development toward areas with soils which are suitable for septic installation. Ensure that development density is appropriate given the soil characteristics of each site.

Objective LU-11.7: Coordinate with local airport authorities as needed to protect local airports from encroachment by incompatible land uses by limiting development within protective airport zones.

Goal LU-12: Encourage new residential subdivisions to provide recreational opportunities for future residents.

Objective LU-12.1: Encourage pathway connections between interrelated residential neighborhoods, including paved multi-use trails, ATV trails, ski trails, etc.

Objective LU-12.2: Encourage outdoor recreational amenities to be incorporated into the design of new subdivisions, such as nature/interpretive trails, lake access points, or unique viewpoints where allowed.

Economic Development

Goal ED-1: Leverage locational advantages to develop economic strengths.

Objective ED-1.1: Scale existing industries by coordinating and developing relationships with regional suppliers, intermediaries, and end-users of County products.

Objective ED-1.2: Develop new industries or clusters of related industries which support and strengthen local assets. Broaden the industrial base by supporting marketing efforts for value-added industries that “spin-off” from existing industries.

Objective ED-1.3: Encourage expansion of sustainable timber production.

Goal ED-2: Improve the economic resilience of regional industries.

Objective ED-2.1: Recognize and ensure regulatory fairness across a thriving lodging industry that includes hotels, bed and breakfasts, and vacation rentals.

Objective ED-2.2: Align hazard mitigation planning with comprehensive planning efforts and economic development strategies.

Goal ED-3: Monitor economic trends and overall economic health.

Objective ED-3.1: Monitor business turnover, vacancies, distribution of industry, and other trends.

Objective ED-3.2: Identify early warning signs of economic downturns.

Goal ED-4: Improve high-speed network service, access to the latest related technologies, and associated economic development opportunities.

Objective ED-4.1: Promote high-speed telecommunications network expansion in the locations where the service is needed. Work with local stakeholders to prioritize areas for service expansion.

Objective ED-4.2: Work with utility providers and local, regional, and state government agencies to promote the availability of high-speed network access and the corresponding opportunity to work remotely in unincorporated areas.

Objective ED-4.3: Develop county policies and partnerships to creatively include high-speed network infrastructure in plans for economically-efficient road and other utility and infrastructure system projects.

Goal ED-5: Develop skills of local workforce.

Objective ED-5.1: Encourage local workforce training programs and continuing education to match local workforce with workforce demand.

Goal ED-6: Ensure that the county’s land use regulation system serves to enhance county economic development strategies.

Cultural and Historic

Goal CH-1: Development respects the cultural and historic character of place.

Objective CH-1.1: Neighborhood development and redevelopment is compatible with existing structures in scale and style.

Goal CH-2: Cultural and historic resources are protected from development.

Objective CH-2.1: Coordinate with regional tribes to inventory culturally significant sites.

Objective CH-2.2: Continue to collaborate with the county's tribal governments to monitor development-related activities for the documentation of cultural resources.

Goal CH-3: Develop a deeper appreciation for cultural and historic sites.

Objective CH-3.1: Encourage historical preservation and outreach efforts in the county.

Public Infrastructure and Services

Transportation

Goal TR-1: The level of investment in roadway construction, improvement, or maintenance should be aligned with system needs and changes in land use.

Objective TR-1.1: Continue to evaluate the costs and benefits of potentially returning some under-utilized paved surfaces to gravel.

Objective TR-1.2: Help the public understand that due to lack of funding, not all township and county right of way meets local standards, and in some cases may not be improved at all.

Goal TR-2: The transportation system promotes safety for all users.

Objective TR-2.1: Ensure that all land use and related decisions do not impair local efforts to implement the County Roadway Safety Plan.

Objective TR- 2.2: Align local and state highway system planning with goals for highway-adjacent land uses.

Goal TR-3: The transportation system serves the accessibility and mobility needs of all users.

Objective TR-3.1: Develop the capacity of the highway system in county communities to accommodate pedestrian, bicycle, and paratransit use. Promote transportation alternatives, including paratransit, bicycle, and pedestrian facilities, for recreation and for those who are unable or choose not to operate a motor vehicle.

Objective TR-3.2: Work with local communities, advocacy groups, and others to expand the regional trail system and to maintain and expand opportunities for all possible user types. Prioritize links that are identified in county and regional trail plans.

Objective TR-3.3: Continue to support Safe Routes to School improvements for local cities, townships, and unincorporated county communities.

Goal TR-4: Minimize the negative impacts of infrastructure development on sensitive ecosystems, culturally significant sites, adjacent land uses, and socially disadvantaged populations.

Objective TR-4.1: Utilize benefit-cost analysis to select the best routes and realignments for new highway links and local roadways. Ensure that environmental factors are sufficiently weighted.

Objective TR-4.2: County departments will coordinate to ensure that land use regulatory impacts resulting from road realignments, right of way acquisition, and access modifications are properly addressed.

PR 18-12

5/20/18 - 6/10/18

CITY OF PROCTOR

06/15/18 2:31 PM

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Payroll Summary - General Funds

Comments: Labor Distribution

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
General Fund	Tourism	Tourism Expenditures	Full-Time Employee Regular	\$1,751.21
	City Administrator	Municipal Operations	Full-Time Employee Regular	\$3,461.54
	City Administrator	Government Building	Part-Time Employee	\$719.90
	City Clerk	Administrative	Full-Time Employee Regular	\$2,338.80
	City Clerk	Administrative	Full-Time Employee Regular	\$143.60
	City Clerk	Administrative	Full-Time Employee Regular	\$283.60
	City Clerk	Administrative	Full-Time Employee Regular	\$70.00
	City Clerk	Administrative	Full-Time Employee Overtime	\$334.78
	Financial Administration	Accounting	Full-Time Employee Regular	\$2,230.40
	Police	Operations (Police)	Full-Time Employee Regular	\$760.50
	Police	Operations (Police)	Full-Time Employee Regular	\$1,305.16
	Police	Operations (Police)	Full-Time Employee Regular	\$12,113.86
	Police	Operations (Police)	Full-Time Employee Regular	\$2,537.44
	Police	Operations (Police)	Full-Time Employee Overtime	\$2,254.14
	Police	Operations (Police)	Full-Time Employee Overtime	\$552.06
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$1,396.08
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$12.50
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$155.12
	Police	Admin Secretary (Police)	Full-Time Employee Overtime	\$14.54
	Police	Admin Secretary (Police)	Part-Time Employee	\$151.84
	Police	Admin Secretary (Police)	Part-Time Employee	\$166.08
	Police	Admin Secretary (Police)	Part-Time Employee	\$593.13
	Police	Admin Secretary (Police)	Part-Time Employee	\$91.10
	Police	Police Grant Labor	Full-Time Employee Overtime	\$703.40
	Building Inspection	Operations (Bldg Inspection)	Part-Time Employee	\$192.31
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$256.23
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$369.45
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$822.72
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$86.85
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$2,794.41
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$49.26
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$541.86
	Park	City Parks	Full-Time Employee Regular	\$346.11
	Park	City Parks	Temporary Employees Regular	\$800.00
	Park	Tree Planting	Full-Time Employee Regular	\$2,544.63
	Recreation	Ball Field Maintenance	Temporary Employees Regular	\$312.50
FUND 100 General Fund				\$43,257.11
Sewer Fund	Public Works	Storm Drainage	Full-Time Employee Regular	\$115.80
	Public Works	Sewer	Full-Time Employee Regular	\$280.86
	Public Works	Pump Station	Full-Time Employee Regular	\$53.58
FUND 500 Sewer Fund				\$450.24
				\$43,707.35

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CITY OF PROCTOR
Payroll Summary - Liquor Fund
Comments: Labor Distribution

06/16/18 2:32 PM

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FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
Liquor Fund	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$262.20
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$1,485.80
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Overtime	\$131.10
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$177.48
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$88.74
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$1,995.85
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$332.78
FUND 600 Liquor Fund				\$4,473.95
				\$4,473.95

CITY OF PROCTOR
Council Packet - Gen/Liq
Pay Group Description: City -BI-wk
Pay Period: 12

06/15/18 2:32 PM
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Location Description	Hours	Shift Multiplier	Amount	Pay Group Description
Location Description CITY HALL				
Shift Multiplier 1.5				
CITY HALL	2.50	1.5	\$78.41	City -BI-wk
CITY HALL	3.50	1.5	\$91.88	City -BI-wk
CITY HALL	2.00	1.5	\$53.85	City -BI-wk
Shift Multiplier 1.5	8.00		\$224.14	
Location Description POLICE				
Shift Multiplier 1.5				
POLICE	12.00	1.5	\$552.06	City -BI-wk
POLICE	6.50	1.5	\$189.05	City -BI-wk
POLICE	0.50	1.5	\$14.54	City -BI-wk
POLICE	2.00	1.5	\$91.26	City -BI-wk
POLICE	6.00	1.5	\$273.78	City -BI-wk T2D grant
POLICE	1.00	1.5	\$51.84	City -BI-wk
POLICE	12.00	1.5	\$622.08	City -BI-wk
POLICE	2.00	1.5	\$91.26	City -BI-wk
POLICE	12.00	1.5	\$547.56	City -BI-wk
POLICE	3.00	1.5	\$136.89	City -BI-wk
POLICE	23.00	1.5	\$1,049.49	City -BI-wk
POLICE	4.50	1.5	\$205.34	City -BI-wk T2D grant
POLICE	6.00	1.5	\$224.28	City -BI-wk T2D grant
POLICE	4.00	1.5	\$211.32	City -BI-wk
Shift Multiplier 1.5	94.50		\$4,260.75	
Pay Group Description City -BI-wk	102.50		\$4,484.89	
Location Description Liquor Store				
Shift Multiplier 1.5				
Liquor Store	8.00	1.5	\$177.48	Liq -BI-Wk
Liquor Store	4.00	1.5	\$131.10	Liq -BI-Wk
Liquor Store	7.00	1.5	\$155.30	Liq -BI-Wk
Shift Multiplier 1.5	19.00		\$463.88	
Pay Group Description Liq -BI-Wk	19.00		\$463.88	
	121.50		\$4,948.77	

Joint Liquor Control and Public Safety Committee Meeting
June 6, 2018
MINUTES

LIQUOR CONTROL COMMITTEE

CALL TO ORDER: Meeting was called to order at 3:00 p.m.

MEMBERS PRESENT: Dick Kari, Bill Blackwood, Gary Nowak and Phil Larson. Also present was Sally Hedtke, City staff.

APPROVAL OF MINUTES: Motion by Phil, second by Bill to approve the Minutes of March 27, 2018. Motion passed.

APPROVAL OF AGENDA: Motion by Phil, second by Bill to approve the June 6, 2018 Agenda. Motion passed.

NEW BUSINESS

1. 2018 Hoghead Street Dance

Liquor Commission discussed the request for both outside liquor sales and the request for liquor service until 1:00 a.m. They noted that the fenced in area for the street dance this year is much smaller, which will make the event and liquor consumption more contained and easier to manage. The Commission requested that there be No Glass Containers at the event.

Motion by Phil, second by Gary, with Dick Kari abstaining, to approve the request for both outside liquor sales and outside liquor service until 1:00 a.m. by the Powerhouse Bar for the Hoghead Street Dance to be held August 18-19, 2018. Commission recommends that the City Council approve the 2018 Hoghead Street Dance Application and designate the area on attached map as a festival. Motion passed.

2. Hoghead Field Station

Commission discussed the request for the Field Station to allow patrons to leave their licensed property and carry beer and wine outside. The application requested this allowance for both the Car Show on August 16, 2018 and the Hoghead Festival on August 18, 2018. On both days the Field Station is requesting that their patrons only have outside alcohol within the designated festival area for the Car Show and the designated festival area for Hoghead Festival. The hours requested for this approval are included on the event application. The Field Station will not serve alcohol outside. **The Commission noted that a current insurance policy naming the City of Proctor as an additional insured was not included in the event application, but it must be included in the application that is sent to Council for approval.** The Commission requested that there be No Glass Containers at the event.

Motion by Bill, second by Gary to approve the request for patrons to leave the Field Station with alcohol only within the designated festival areas for both the Car Show on August 16, 2018 and the Hoghead Festival on August 18, 2018.

Commission recommends that the City Council approve this Event Application and designates that the area of outside drinking at the Field Station will be within the designated festival area approved by City Council for both the Car Show and Hoghead Festival. The Field Station will include a copy of the current liability insurance policy naming the City of Proctor as an additional insured with the application sent to Council.

ADJOURNMENT: Chair Dick Kari called for adjournment. Motion by Phil, second by Bill to adjourn. Meeting adjourned at 3:35 p.m.

PUBLIC SAFETY COMMITTEE

CALL TO ORDER: Meeting was called to order by Chair Kent Gaidis at 3:35 p.m.

MEMBERS PRESENT: Kent Gaidis, Dick Kari, Rick Lalonde, Kerry Helquist, Phil Larson, and Troy Dewall. Member absent was Debra Madson. Also present was Sally Hedtke, City staff.

APPROVAL OF MINUTES: Motion by Rick, second by Dick to approve the March 26, 2018 Minutes. Motion passed.

APPROVAL OF AGENDA: Motion by Dick, second by Troy to approve the June 6, 2018 Agenda. Motion passed.

NEW BUSINESS

1. 2018 Hoghead Street Dance

Public Safety members discussed when the fencing would go up, that No Parking signs need to be placed up early to avoid people parking in the street dance area. They also discussed the time between the Hoghead Festival ending and the Street Dance starting so that the police can be sure that all patrons are consuming alcohol only in the designated street dance area by a certain time. The police do not want a big time gap between the end of Hoghead daytime and when the fencing will be up for the Street Dance. The committee also discussed the maps and made some revisions that included a driving lane along Highway 2 so that emergency vehicles can enter the area, as well as moving the gate on 5th and Highway 2 to the curb cut on 5th Avenue. A new map will be sent to the Public Safety Committee for approval before submitting to the Council.

Dick will contact Gopher State to get approval for putting in the fence stakes. He will contact the homeowner on 5th Avenue who will be impacted by the fencing and street closure to inform them of the event. Dick will also talk with the Moose Lodge to clarify if they are having any

events, and letting them know that their events must be within the approved designated festival area. **Dick agreed to put up the entire fence around the street dance area on Friday, August 17** running from the Moose Lodge, along Highway 2, and along 5th Avenue. He will leave open the fencing that closes off the street dance and that runs across 5th Avenue to the Powerhouse Bar, and will put up that part of the fence by 5:00 p.m. on August 18. The street dance and music will end at 1:00 a.m. but the festival area will be closed until 2:00 a.m. to clear the area safely.

The Committee asked that No Parking signs be placed on the fencing Friday, as well as No Parking Tow Away Zone signs placed within the dance area. The Committee also discussed that the fence will not be moved or changed unless Council approves it and/or there are public safety issues that require changes to the approved fenced area. The Committee requested that there be No Glass Containers at the event.

The Committee has determined that the ending time for the Hoghead Festival will be 5:00 p.m., and the start time for set up and the street dance will be 5:00 p.m.

Motion by Kent, second by Troy, with Dick Kari abstaining, to recommend that City Council approve the 2018 Hoghead Street Dance, and pass a resolution declaring a festival area from 5:00 p.m. August 18 until 1:00 a.m. August 19, within the fenced area as indicated on attached street dance map. The Public Safety Committee requests that the fence location will not be moved or changed from the approved event map, unless Council approves the changes and/or public safety issues require changes. Motion passed.

2. Hoghead Field Station

Motion by Dick, second by Phil to approve the request for patrons to leave the Field Station with alcohol purchased inside and walk only within the designated festival areas for both the Car Show, ending at 9:00 p.m. on August 16, 2018, and the Hoghead Festival ending at 5:00 p.m. on August 18, 2018.

Committee recommends that the City Council approve this Event Application and designates that the area of outside drinking at the Field Station will be within the designated festival area and times approved by City Council for both the Car Show and Hoghead Festival. The Field Station will include a copy of the current liability insurance policy naming the City of Proctor as an additional insured with the application sent to Council. Motion passed.

3. 2018 Hoghead Festival

Committee clarified that the Hoghead Festival will begin at 7:00 a.m. and end at 5:00 p.m. Possible events that the Lion's will insure and may impact street closures are a Firemen's Muster, kids train rides and kids games. Committee asked whether Lorenzi's will be having a boxing event within the festival area, and since no event application has been submitted yet, there was no need to discuss that event within this festival area at this time. As approved by Liquor Control, Powerhouse Bar will have outside alcohol sales and Field Station will have inside

alcohol sales but allow patrons to walk outside in festival area. Committee also discussed the parade route and that the Lions' requested that Boundary Avenue be closed from 6th – 9th Street, and 9th Street be closed from Bass Blvd to Boundary. The Committee discussed public safety issues with closing those street as well as street department staff needs, police staff required to be at the street closing sites, and whether closing those streets would be a public safety issue.

The committee determined that the Lions request for closing those streets would be a public safety issue and that the streets will not be closed. Rick will provide his street department parade map to reflect all approved routes closures. That parade map will be submitted with the Hoghead Festival application. The committee suggested that the parade set-up be moved to Boundary Avenue beyond 9th Avenue by the hockey arena. That way there may be fewer safety issues for the parade entrants while setting up.

Motion by Dick, second by Phil to recommend that City Council approve the 2018 Hoghead Festival, and pass a resolution declaring a festival within the designated area and times as indicated on attached Hoghead Festival map. Motion passed.

4. Hylla 5K Race

Committee noted that the two races are the same as last year with the same routes and maps. The Hylla 5K and 1 Mile Races will be covered by the Proctor Lions Club liability insurance.

Motion by Kerry, second by Rick to recommend that City Council approve the Hylla 5K Race. Motion passed.

ADJOURNMENT: Motion by Dick, second by Rick to adjourn the meeting. Meeting adjourned by consensus at 4:35 p.m.

6A

ORDINANCE NO. 02-18
ORDINANCE AMENDING SECTION 200 OF THE
CITY CODE ENTITLED "COUNCIL AND ADMINISTRATION"

THE CITY COUNCIL OF THE CITY OF PROCTOR DO ORDAIN AS
FOLLOWS:

Section 1. City Code, Section 201.7, Subd. 1; paragraph (1) and (2) entitled "Standing Committees," is hereby amended as follows:

Subd. 1 (1) That there shall be ~~nine~~ eight standing committees of the City Council, namely: streets; liquor control; parks and recreation; beautification and trees; public safety; cable television; ~~inflow and infiltration~~; tourism; and trust fund board. That each of said committees except the trust fund board, said board being governed by the ordinance establishing the fund and the Liquor Control Board shall consist of one Council member and two non-council members (or more as the ~~council~~ Committee Council shall so decide), and said committee members shall be appointed by such Council at the first meeting of each year or upon vacancy or term expiration. Any subject considered by said committees shall be presented to the Council with their recommendations for the Councils consideration:

(2) The Liquor Control Board shall consist of two Councilmembers and the Police Chief with the Liquor Store Manager and one other at large person as an advisory member.

Section 2. All other provisions shall remain in full force and effect without modification. or amendment

Section 3. The effective date of this ordinance change shall be the date following the last date of publication in the City of Proctor official newspaper.

Moved by Councilperson _____ and seconded by Councilperson _____ that
the
foregoing ordinance be adopted as amended.

Voting Yes: Councilpersons

Voting No: Councilpersons

Ordinance declared adopted this ___ day of May, 2018.

CITY OF PROCTOR

By _____
Mayor

ATTEST:

City Clerk/Administrator

First Reading: 5/7/2018

Second Reading:

Published Proctor Journal on _____, 2018

63

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

100 Plonk Drive • Proctor, Minnesota 55810-1700 • (218) 824-3841 • Fax (218) 824-9459 • email: cityhall@proctormn.gov

RESOLUTION NO. 23-18

APPOINTMENT TO LIQUOR CONTROL COMMITTEE

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

WHEREAS, it is the desire of the City of Proctor to ensure that the Municipality's interests, as expressed through the City Council, are represented on the Liquor Control Committee; and,

WHEREAS, a vacancy has occurred due to the passing of Ordinance 02-18 on the Liquor Control Committee, the City of Proctor is authorized to designate an additional one (1) qualified Councilmember to exercise the powers and perform the duties until December 31, 2018;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Councilmember _____, is hereby appointed to serve on the Liquor Control Committee for the City of Proctor until such time as the position may be vacated by themselves or to full terms as per the city code of the City of Proctor.

Moved by Councilor _____ and seconded by Councilor _____ that the foregoing resolution be adopted.

Voting Aye:
Voting No:

Resolution declared adopted this 18th day of June, 2018.

Mayor,

Attest: _____
Administrator/City Clerk.

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

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

RESOLUTION NO. 24-18

APPOINTMENT TO LIQUOR CONTROL COMMITTEE

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

WHEREAS, it is the desire of the City of Proctor to ensure that the Municipality's interests, as expressed through the City Council, are represented on the Liquor Control Committee; and,

WHEREAS, due to the passing of Ordinance 02-18 on the Liquor Control Committee, the City of Proctor is authorized to designate two (2) qualified advisory (non-voting) members of which one will be the Municipal Liquor Store Manager, to exercise the powers and perform the duties until December 31, 2018;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Bill Blackwood and _____, is hereby appointed to serve as non-voting advisory members on the Liquor Control Committee for the City of Proctor until such time as the position may be vacated by themselves or to full terms as per the city code of the City of Proctor.

Moved by Councilor _____ and seconded by Councilor _____ that the foregoing resolution be adopted.

Voting Aye:

Voting No:

Resolution declared adopted this 18th day of June, 2018.

Mayor,

Attest: _____
Administrator/City Clerk.

City of Proctor Special Event Application

Event:

Hoghead - Field Station

Event Schedule (use additional sheets if needed)

Date/Day	Starting Time	Ending Time	Anticipated Attendance
8-15-18	12:00 pm	9:00 pm	-CAR SHOW
8-18-18	10:00 am	5:00 pm	-Hoghead Daytime

Event Location/Address: 200 4th St Proctor MN 55810

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, grant permission for use of my property for the event described above.

Signature of Property Owner
Or City Administrator (City of Proctor)

Date

Phone Number

Organization Name:

Field Station

Address/Phone/Email:

dsfield59@yahoo.com

Person Responsible for Coordination of Event

Name/Phone/Email: Kevin Fields dsfield59@yahoo.com 218-393-8395

Secondary Contact

Name/Phone/Email: Deb Field dsfield59@yahoo.com 218-590-4492

General Event Information

YES NO Will you use any city property, including streets. Please list all city property that will be used, and include on site map.

YES NO Will you use outdoor lighting or electricity provided by the City of Proctor? If yes, please describe and sign statement below.

As sponsors of the event listed in this application, we have requested the use of outdoor lighting/electricity to be provided by the City of Proctor. We agree to pay the city's cost in providing this service as per City Ordinance, Chapter 610A, subd. 4.

Signed:

Date:

YES NO Will your event include amusement rides, inflatable structures and/or children's games? **NOTE:** All amusement rides must be approved by the City of Proctor.

YES NO Will your event include the use of fireworks or other pyrotechnics?

NOTE: A permit obtained by the City of Proctor Fire/Rescue Department is required

Entertainment

- YES NO Will your event have musical entertainment? If so will there be amplified sound equipment?
- YES NO Will your event require the use/construction of a stage?

Security/Safety

Your event will be reviewed by the Proctor Public Safety Committee to determine public safety assistance needs.

- YES NO Will you be using a licensed professional security company?
Company Name/Contact Person: _____
Phone Number/E-Mail: _____

- YES NO Will your event involve the use of traffic safety equipment? Describe.

Site Plan Attached

You are required to provide a diagram of your event site plan and/or route and include the following items.

- ☐ Outline of the entire event venue including the names of all streets that are part of the venue and surrounding area.
- ☐ Location of tents, fencing, barriers, parking and emergency access. .
- ☐ Location of stages, tents, generators, portable toilets/restrooms, vendors, food booths, cooking areas and other temporary structures.

Vendors/ Food / Beverage

- YES NO Will you have vendors at your event?
If yes, you must provide a vendor list and items/services that will be sold.

- YES NO Will food be served at your event?
Where will the food be prepared? X On Site ___ Off Site

- YES NO Will you serve beer and/or wine?
Will it be sold or provided free to attendees? Sold

- **Must have current liquor license, and provide copy of liability insurance with additional liquor liability naming the City of Proctor as an additional insured.**

**-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT
City of Proctor Minnesota**

THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event activities on City of Proctor property: Hoghead

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder initials here) KF

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES ___ NO X

(Special Events Holder initials here) KF

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here) KF

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) KF

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) KF

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) KE

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) KE

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) KE

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) KE

IN WITNESS THEREOF, THIS **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the special Event Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER: Kevin Field

NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name Kevin Field

Title owner

Signature Kevin Field

Date 5-31-18

- **Current liability insurance in the amount of \$2,000,000 naming the City of Proctor as an additional insured must be on file prior to the event. If you are serving liquor, you must have additional liquor liability insurance in the amount of \$500,000.**

3rd
ave

4th St

All Alcohol To go out of
north door in Alcohol Zone

N.
DOOR

Field
Station

Pole
BARN

empty
Lot

2nd
AVE.

Alcohol Zone

Alley



PROCVID-02

LMKIRSCHBAUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2018

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

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

PRODUCER Otis-Magle Insurance Agency, Inc. 332 W. Superior St. Duluth, MN 55802	CONTACT NAME: Leah Kirschbaum	
	PHONE (A/C, No. Ext): (218) 625-2115 FAX (A/C, No.): (218) 722-7756	
	E-MAIL ADDRESS: lkirschbaum@otismagle.com	
INSURED Proctor Video Kevin Field DBA Field Station 200 4th Street Proctor, MN 55810	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Western National Mutual	15377
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BOP 1001216	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Proctor
100 Plonk Drive
Proctor, MN 55810

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

AUTHORIZED REPRESENTATIVE

6E

City of Proctor Special Event Application

Event:

Hylla SK & Green White Mile

Event Schedule (use additional sheets if needed)

Date/Day	Starting Time	Ending Time	Anticipated Attendance
Saturday Aug 18th	6:00am	11:00am	200

Event Location/Address:

Pink Drive & Kirkus Street

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, grant permission for use of my property for the event described above.

Signature of Property Owner
Or City Administrator (City of Proctor)

Date

Phone Number

Organization Name:

Proctor Football Booster Club & Hylla

Address/Phone/Email:

Scholarship

Person Responsible for Coordination of Event

Name/Phone/Email:

Kelly Colt 218-393-2322 Gizzmocolt@aol.com

Secondary Contact

Name/Phone/Email:

General Event Information

☒ YES ☐ NO Will you use any city property, including streets. Please list all city property that will be used, and include on site map.

Pink Drive & Kirkus Street

☒ YES ☐ NO Will you use outdoor lighting or electricity provided by the City of Proctor? If yes, please describe and sign statement below.

As sponsors of the event listed in this application, we have requested the use of outdoor lighting/electricity to be provided by the City of Proctor. We agree to pay the city's cost in providing this service as per City Ordinance, Chapter 610A, subd. 4.

Signed:

Date:

☒ YES ☐ NO Will your event include amusement rides, inflatable structures and/or children's games? NOTE: All amusement rides must be approved by the City of Proctor.

☒ YES ☐ NO Will your event include the use of fireworks or other pyrotechnics?

NOTE: A permit obtained by the City of Proctor Fire/Rescue Department is required

Entertainment

YES NO Will your event have musical entertainment? If so will there be amplified sound equipment?

YES NO Will your event require the use/construction of a stage?

Security/Safety

Your event will be reviewed by the Proctor Public Safety Committee to determine public safety assistance needs.

YES NO Will you be using a licensed professional security company?

Company Name/Contact Person: _____

Phone Number/E-Mail: _____

YES NO Will your event involve the use of traffic safety equipment? Describe.

cones to block off main entrances to
See attached Site Plan prevent vehicle traffic during race

You are required to provide a diagram of your event site plan and/or route and include the following items.

- ☐ Outline of the entire event venue including the names of all streets that are part of the venue and surrounding area.
- ☐ Location of tents, fencing, barriers, parking and emergency access. .
- ☐ Location of stages, tents, generators, portable toilets/restrooms, vendors, food booths, cooking areas and other temporary structures.

Vendors/ Food / Beverage

YES NO Will you have vendors at your event?
If yes, you must provide a vendor list and items/services that will be sold.

YES NO Will food be served at your event?
Where will the food be prepared? ___On Site ___Off Site

YES NO Will you serve beer and/or wine?
Will it be sold or provided free to attendees? _____

- **Must have current liquor license, and provide copy of liability insurance with additional liquor liability naming the City of Proctor as an additional insured.**

**-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT
City of Proctor Minnesota**

THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event activities on City of Proctor property: Hylla 5K & Green White Mile

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others: Hylla 5K & Green White Mile

(Special Events Holder initials here) KAC

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES ___ NO X

(Special Events Holder initials here) KAC

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here) KAC

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) KAC

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) KAC

Insurance
through
Lions
4/18/18
Email

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) KAC

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) KAC

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) KAC

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) KAC

IN WITNESS THEREOF, THIS **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the special Event Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER: Aylla SK & Green White Mile

NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name Kelly Colt


Title _____


Signature Kelly Colt

Date 4-4-18

- Current liability insurance in the amount of \$2,000,000 naming the City of Proctor as an additional insured must be on file prior to the event. If you are serving liquor, you must have *additional* liquor liability insurance in the amount of \$500,000.



 **Start and End of Race**

 **Open for Softball parking
before 7:45 am**

**Race Starts at 8 am and ends
at 8:30 am – NO TRAFFIC
ALLOWED UNTIL ROADWAY
IS OPENED**

1 - Mile Run

**Only Parking Available
Prior to Roadway Closure
Open until 7:45 am**

**Race Start and End
During Races NO TRAFFIC
ALLOWED UNTIL ROADWAY
IS OPENED**



Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

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

RESOLUTION 22-18 **AUTHORIZING CONSUMPTION OF ALCOHOLIC BEVERAGES** **IN PUBLIC PLACES IN PROCTOR IN CONJUNCTION WITH FESTIVALS**

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

WHEREAS, festivals and special events play a vital role in promoting tourism, invigorating community spirit, celebrating cultural diversity, and contributing to the economy of our community; and,

WHEREAS, the City Council does recognize the value of special events and festivals and the rich history and responsibility businesses have shown in the sponsorship of said events.

WHEREAS, dates and sites have been determined by Event Applications approved by the City Council at its regular meeting of 18th of June, and Attachment "A" to warrant the special events/festivals.

WHEREAS: pursuant to Minn. Statute 340A.404 Subd 4 paragraph (b) the governing body of a municipality may authorize a holder of a retail on-sale intoxicating liquor license issued by the municipality to dispense intoxicating liquor off premises at a community festival held within the municipality.

NOW THEREFORE, BE IT RESOLVED through actions taken by the Mayor and City Council of the City of Proctor and pursuant to Minn. Stat. Sect 340A.404 Subd. 4 paragraph (b), the Proctor City Council hereby authorizes consumption of alcoholic beverages in public places designated by the City Council reflected in Event Application packets and in Attachment A, during community festivals and events.

Motion by: _____ 2nd: by: _____

Voting Aye:

Voting Nay:

BY: _____
Phil Larson, Mayor

ATTEST:

Mark Casey, City Administrator

ATTACHMENT A
FESTIVAL DATES and LOCATIONS

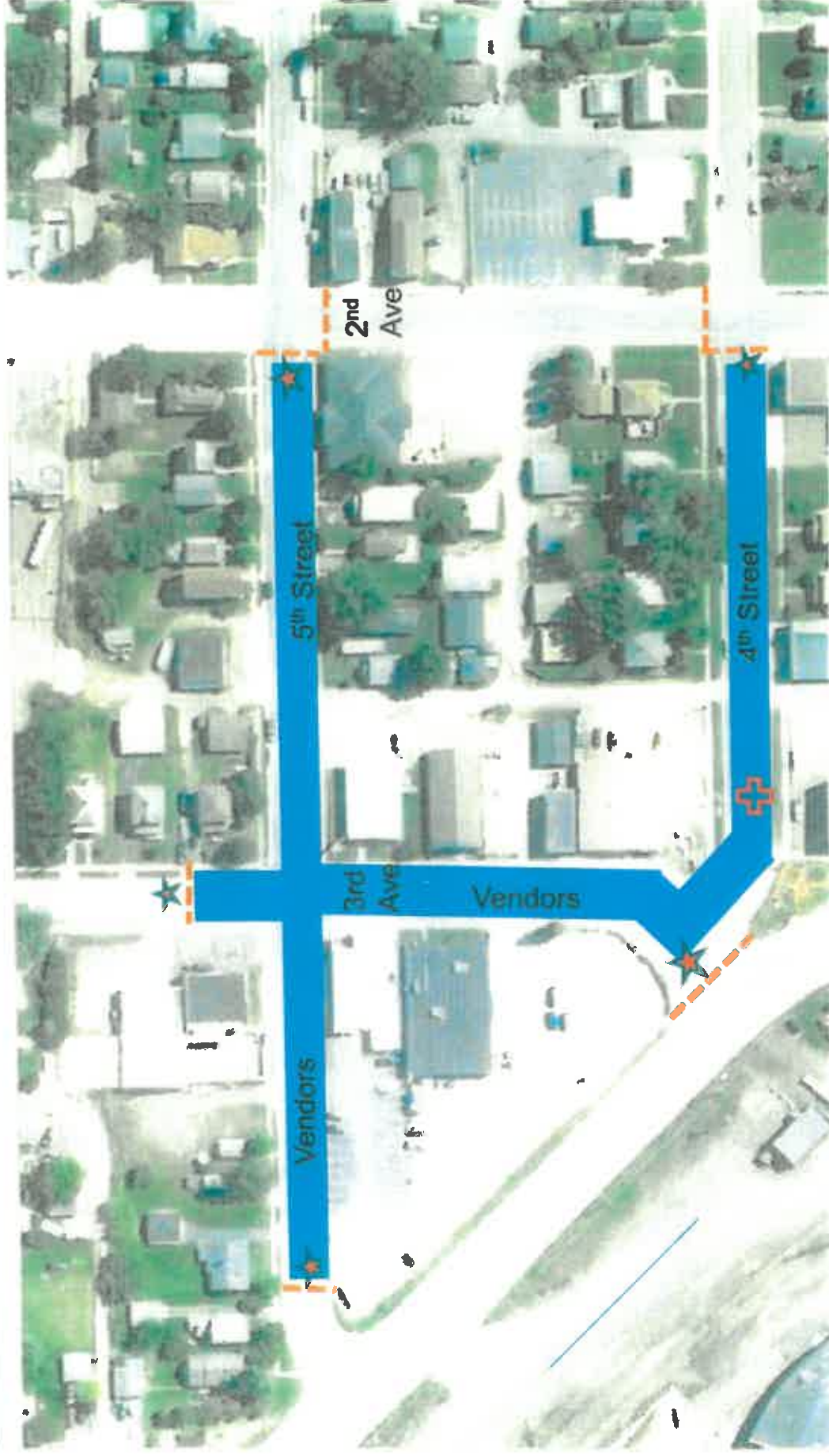
1. Saturday, August 18th, 2018 from 7:00 a.m. to 5:00 p.m. for the Hoghead Festival.
Festival area is defined as shown on attached map titled **2018 Hoghead Festival**.

2. Saturday, August 18th at 5:00 p.m. to Sunday, August 19th, 2018 at 1:00 a.m. for the Hoghead Street Dance.
Festival area is defined as shown on attached map titled **2018 Hoghead Street Dance**.

2018 Hoghead Festival

Saturday, August 18th

7 am to 5 pm



--- Traffic Barricades



Posted Signs – No Alcohol beyond this point

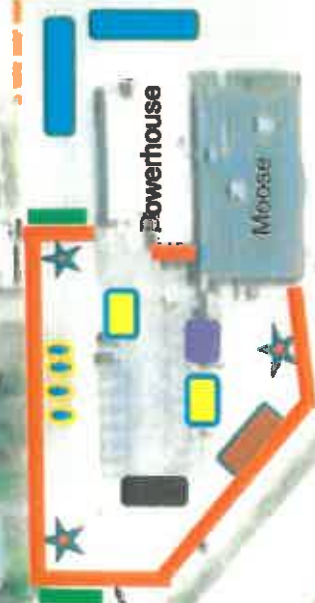






Police and First Aid Station

FESTIVAL AREA








NO GLASS CONTAINERS

**2018 Hoghead Street Dance
FESTIVAL AREA
with Music and Alcohol Sites
5 pm – 1 am
August 18-19, 2018**



-  Police
-  Posted Signs
-  Garbage Bins
-  Vendors

**NO GLASS
CONTAINERS**

-  FESTIVAL AREA Fence
-  Gates - 2
-  Barricade
-  Biffs
-  Band Stage Area
-  Beer Wagon
-  Outside Bar

6G

City of Proctor Special Event Application

Event: 2018 Hoghead Festival

Event Schedule (use additional sheets if needed)

Date/Day	Starting Time	Ending Time	Anticipated Attendance
08-18-2018	7:00 a.m.	5:00 p.m.	

Event Location/Address: City of Proctor

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, grant permission for use of my property for the event described above.

Signature of Property Owner
Or City Administrator (City of Proctor)

Date

Phone Number

Organization Name: Proctor Lions Club

Address/Phone/Email: repypeterson@yahoo.com

Person Responsible for Coordination of Event 218-531-0262

Name/Phone/Email: Paula Peterson, President repypeterson@yahoo.com

Secondary Contact

Name/Phone/Email: Website: NONE
facebook: Proctor Lions & Proctor Lions Facebook

General Event Information

Parade Route
Sitemap
on file
from
2016 &
2017

☒ YES ☐ NO Will you use any city property, including streets. Please list all city property that will be used, and include on site map. Golf Course, Ball Fields, Fairgrounds, parade route, parade set up boundary & Ninth Ave,

☒ YES ☒ NO Will you use outdoor lighting or electricity provided by the City of Proctor? If yes, please describe and sign statement below. 4th & 5th Streets between 2nd Ave & Third Ave

As sponsors of the event listed in this application, we have requested the use of outdoor lighting/electricity to be provided by the City of Proctor. We agree to pay the city's cost in providing this service as per City Ordinance, Chapter 610A, subd. 4.

Signed: N/A Date: N/A

☒ YES ☐ NO Will your event include amusement rides, inflatable structures and/or children's games? NOTE: If local business or organization chooses to host event

☒ YES ☐ NO Will your event include the use of fireworks or other pyrotechnics? If City Council, Chamber of Commerce & Local Business choose to host event

Entertainment

- ☒ YES ☐ NO Will your event have musical entertainment? If so will there be amplified sound equipment? *If local businesses choose to host event*
- ☐ YES ☒ NO Will your event require the use/construction of a stage?

Security/Safety

Your event will be reviewed by the Proctor Public Safety Committee to determine public safety assistance needs.

- ☒ YES ☐ NO Will you be using a licensed professional security company?
Company Name/Contact Person: Proctor Police Department
Phone Number/E-Mail: _____

- ☒ YES ☐ NO Will your event involve the use of traffic safety equipment? Describe.
Road Barriers

Site Plan

See attached map

You are required to provide a diagram of your event site plan and/or route and include the following items.

- ☐ Outline of the entire event venue including the names of all streets that are part of the venue and surrounding area.
- ☐ Location of tents, fencing, barriers, parking and emergency access. .
- ☐ Location of stages, tents, generators, portable toilets/restrooms, vendors, food booths, cooking areas and other temporary structures.

Vendors/ Food / Beverage

- ☒ YES ☐ NO Will you have vendors at your event?
If yes, you must provide a vendor list and items/services that will be sold.
- ☒ YES ☐ NO Will food be served at your event? VENDORS
Where will the food be prepared? X On Site Off Site
- ☐ YES ☒ NO Will you serve beer and/or wine?
Will it be sold or provided free to attendees? *Alcoholic Beverages will only be sold by local licensed bars*
- **Must have current liquor license, and provide copy of liability insurance with additional liquor liability naming the City of Proctor as an additional insured.**

**-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT
City of Proctor Minnesota**

THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event activities on City of Proctor property: Proctor Lions Club

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder initials here) pp - Proctor Lions

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES ☐ NO ☒

(Special Events Holder initials here) pp - Proctor Lions

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here) pp - Proctor Lions

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) pp - Proctor Lions

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) pp - Proctor Lions

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) pp - Proctor Lions

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) pp - Proctor Lions

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) pp - Proctor Lions

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) pp - Proctor Lions

IN WITNESS THEREOF, THIS **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the special Event Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER: Proctor Lions Club

NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name Paula Y. Peterson Paula Peterson

Title Proctor Lions Club President

Signature Paula Peterson

Date 5-01-2018

- Current liability insurance in the amount of \$2,000,000 naming the City of Proctor as an additional insured must be on file prior to the event. If you are serving liquor, you must have *additional* liquor liability insurance in the amount of \$500,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2018

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

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

PRODUCER Dwight Swanstrom Co. 31 W 21st Ave. W. Duluth MN 55806 INSURED Proctor Lions Club 5885 Sunny Lane Proctor MN 55811	CONTACT NAME: Greg Brisky PHONE (A/C, No, Ext): (218) 727-8324 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	---

COVERAGES

CERTIFICATE NUMBER: CL177703610

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2V18272	8/13/2018	8/20/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured: City of Proctor

Provisions of the policy apply to the named insured participation in the following activity during the policy period shown above: Proctor Lions Hoghead Parade, Gold & Softball games, Hylia Run, Pet Parade, Kid's games, Dunk tanks, mini-train rides, pancake breakfast, food & craft vendors, two man rr car, MN Wildlife connection, church activities is included as addl ins, but only w/respect to Gen Liab arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured. Provisions of the policy do not apply to the sale or serving of alcoholic beverages.

CERTIFICATE HOLDER**CANCELLATION**

City of Proctor
100 Pionk Drive
Proctor, MN 55810

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

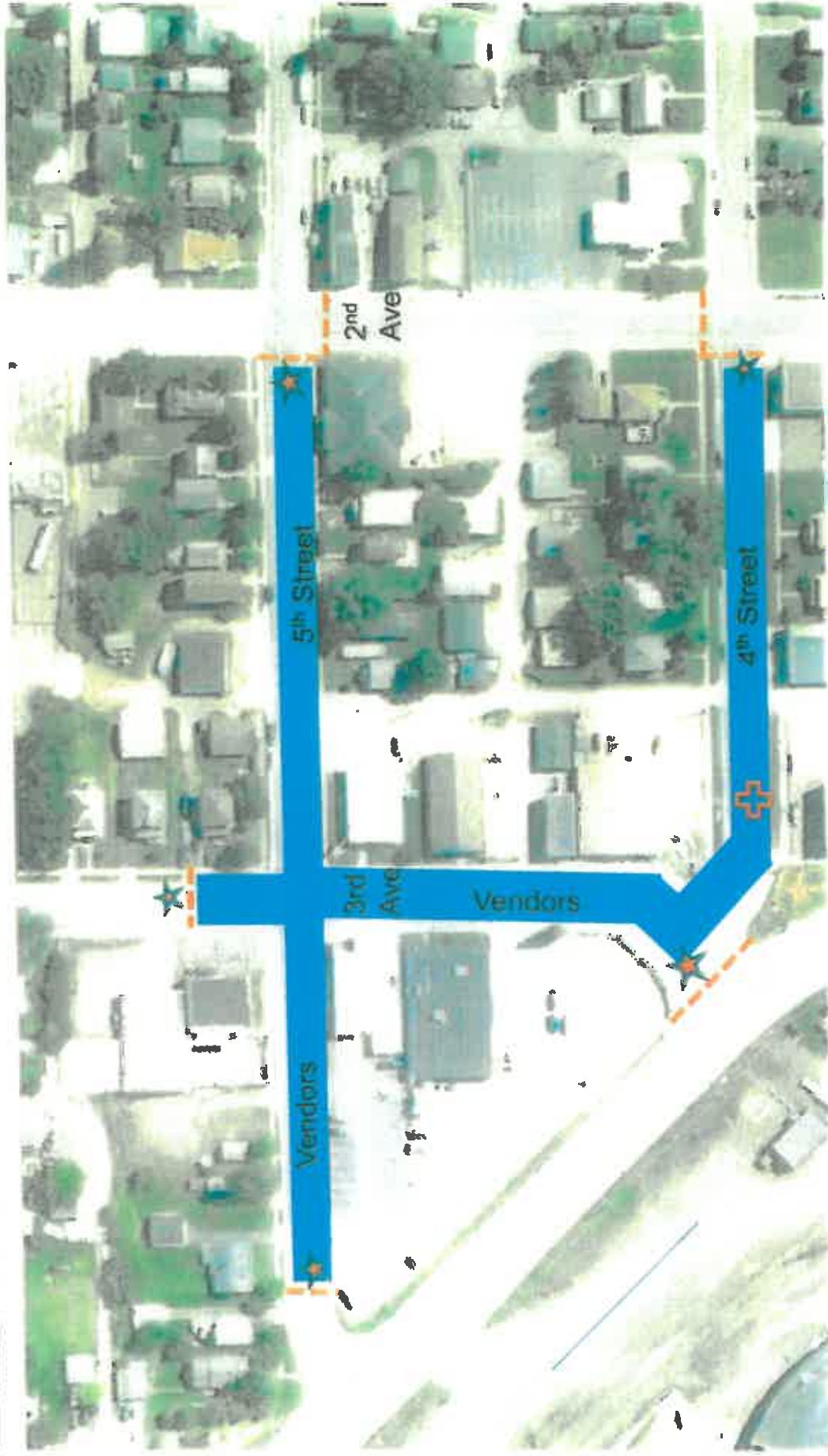
AUTHORIZED REPRESENTATIVE

Vicki Cameron/VIC

2018 Hoghead Festival

Saturday, August 18th

7 am to 5 pm



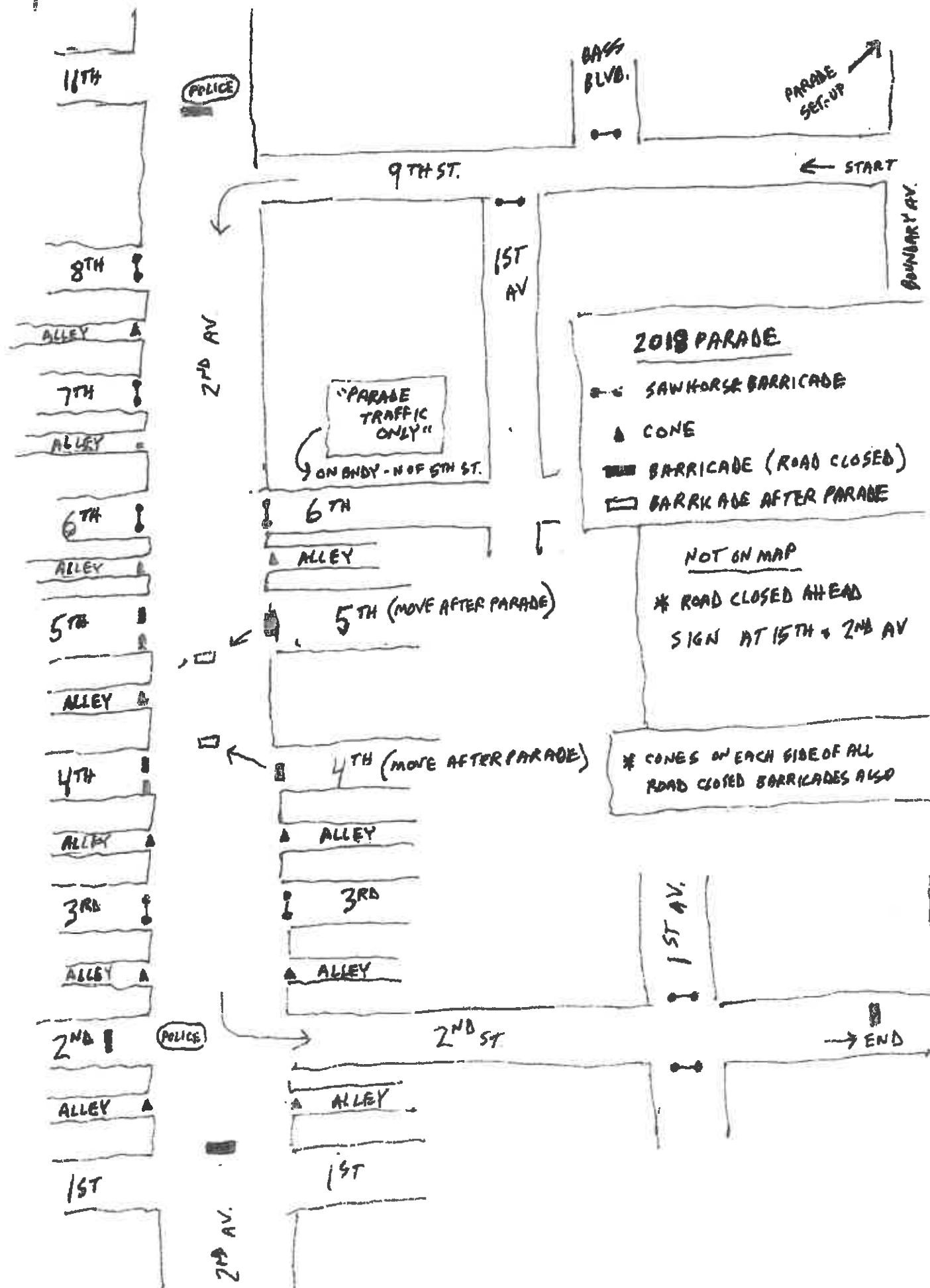
FESTIVAL AREA

 Traffic Barricades

 Posted Signs – No Alcohol beyond this point

NO GLASS CONTAINERS

 Police and First Aid Station



6H

City of Proctor Special Event Application

Event:

Hoghead Street Dance "Daytime"

Event Schedule (use additional sheets if needed)

Date/Day	Starting Time	Ending Time	Anticipated Attendance
8/18/18	10 AM	1 AM 8-9-18	500-800

Event Location/Address:

Powerhouse Parking Lot, City Parking Lot,
5th Street between Hwy. 2 & 3rd Avenue

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, grant permission for use of my property for the event described above.

Signature of Property Owner
Or City Administrator (City of Proctor)

Date

Phone Number

Organization Name:

Power House Bar

Address/Phone/Email:

423 3rd AVE Proctor NH 5508

218 940-1262

Person Responsible for Coordination of Event

Name/Phone/Email:

Dick Kadi dickkadi.51c@gmail.com

Secondary Contact

Name/Phone/Email:

General Event Information

☒ YES

☐ NO

Will you use any city property, including streets. Please list all city property that will be used, and include on site map. SEE MAP

☒ YES

☐ NO

Will you use outdoor lighting or electricity provided by the City of Proctor? If yes, please describe and sign statement below.

As sponsors of the event listed in this application, we have requested the use of outdoor lighting/electricity to be provided by the City of Proctor. We agree to pay the city's cost in providing this service as per City Ordinance, Chapter 610A, subd. 4.

Signed:

Date:

☒ YES

☐ NO

Will your event include amusement rides, inflatable structures and/or children's games? NOTE: All amusement rides must be approved by the City of Proctor.

☒ YES

☐ NO

Will your event include the use of fireworks or other pyrotechnics?

NOTE: A permit obtained by the City of Proctor Fire/Rescue Department is required

Entertainment

YES

NO

Will your event have musical entertainment? If so will there be amplified sound equipment?

YES

NO

Will your event require the use/construction of a stage?

Security/Safety

Your event will be reviewed by the Proctor Public Safety Committee to determine public safety assistance needs.

YES

NO

Will you be using a licensed professional security company?

Company Name/Contact Person: _____

Phone Number/E-Mail: _____

YES

NO

Will your event involve the use of traffic safety equipment? Describe. _____

Site Plan

You are required to provide a diagram of your event site plan and/or route and include the following items. *Attach*

- ☐ Outline of the entire event venue including the names of all streets that are part of the venue and surrounding area.
- ☐ Location of tents, fencing, barriers, parking and emergency access.
- ☐ Location of stages, tents, generators, portable toilets/restrooms, vendors, food booths, cooking areas and other temporary structures.

Vendors/ Food / Beverage

YES

NO

Will you have vendors at your event?

If yes, you must provide a vendor list and items/services that will be sold.

YES

NO

Will food be served at your event?

Where will the food be prepared? X On Site Off Site

YES

NO

Will you serve beer and/or wine?

Will it be sold or provided free to attendees? _____

- **Must have current liquor license, and provide copy of liability insurance with additional liquor liability naming the City of Proctor as an additional insured.**

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT
City of Proctor Minnesota

THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event activities on City of Proctor property: Powerhouse Street Dance

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder initials here) DK

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES ☐ NO ☒

(Special Events Holder initials here) DK

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here) DK

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) DK

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) DK

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) DK

IN WITNESS THEREOF, THIS **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the special Event Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER: Donna Kari

NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name

Cooker Karl

Title

Owner

Signature

Cooker Karl

Date

5/22/18

- Current liability insurance in the amount of \$2,000,000 naming the City of Proctor as an additional insured must be on file prior to the event. If you are serving liquor, you must have **additional** liquor liability insurance in the amount of \$500,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2018

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

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

PRODUCER Dwight Swanstrom Co. 31 N 21st Ave. W. Duluth MN 55806		CONTACT NAME: Tony Bauer PHONE (A/C, No. Ext.): (218) 727-8324 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: 00020247	
INSURED CMK, Inc. DBA: Powerhouse Bar 423 3rd. Avenue Proctor MN 55810		INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Casualty Ins Comp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1212700791

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		927318	1/1/2018	1/1/2019	MED EXP (Any one person) \$ 2,000
						PERSONAL & ADV INJURY \$ 1,500,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A	WC11467	1/1/2018	1/1/2019	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		LL87872	1/1/2018	1/1/2019	Aggregate \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hoghead August 18 - 19th 2018

Location: 5th Street, 3rd Ave, 2nd Ave, & 4th St Proctor, MN 55810. Includes City Parking Lot. Parcel Code 185-012-00020.

Additional Insured: City of Proctor

CERTIFICATE HOLDER**CANCELLATION**

625-3888

City of Proctor
100 Pionk Drive
Duluth, MN 55810

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

AUTHORIZED REPRESENTATIVE

Vicki Cameron/VIC

two whom it my concern

the power house bar is requesting
liquor service saturday august 18th
and 19th outside till 1:00 am. and to
extend music till 1:00 am. we would
also request ~~X~~ beer wagons (see map).

thank you
powerhouse bar

2

Cathy Kari

*Note: # of beer wagons
down to 2 per
revised map*

*note: outside bar and
2 beer wagons
from 10:00 am - 8/18/18
1:00 am - 8/19/18*

**2018 Hoghead Street Dance
FESTIVAL AREA
with Music and Alcohol Sites
5 pm – 1 am
August 18-19, 2018**



Police



Posted Signs



Garbage Bins



Vendors

FESTIVAL AREA Fence

Gates - 2

Barricade

Biffs

Band Stage Area

Beer Wagon

Outside Bar

**NO GLASS
CONTAINERS**

STREET DANCE/EVENT APPLICATION

5/21/18

Copy to Kent

The PowerHouse BAR [name of business/organization],
herein after referred to as Vendor, is applying for a street dance/event permit and
requesting designated public property areas for open alcohol sales and alcohol
consumption. The following agreement is with the City of Proctor, regarding the
event that starts on 8/18/18 [date] and ends on
8/19/18 [date] within the City of Proctor as part of the
STREET DANCE [name of event].

Vendor plans to accommodate approximately 700-800 [number] of patrons for the street activities.

begin 5:00pm

* - 2:00am
to allow for

Vendor requests Proctor City Council approval of designating the described **PUBLIC PROPERTY** for alcohol consumption from: [list dates, times and exact location]

Clean-up
a sheet
clearing

Dates: 8/18/18 Thru 8/19/18

Times: 5pm THRU 2 AM * (Alcohol consumption until 1:00am outside)

EXACT LOCATION: PowerHouse Parking Lot, City of Proctor
Parking Lot Behind PowerHouse & 5th St Between
Hwy 2 & 3rd Ave

Vendor requests Proctor City Council approval of designating the described **PUBLIC PROPERTY** for outdoor/open alcohol sales and consumption from: [list dates, times and exact location]

Dates: 8/18/18 Thru 8/19/18

Times: 5pm Thru 2 AM * (Alcohol sales outside until 1:00am)

EXACT LOCATION: PowerHouse Parking Lot, City of Proctor
Parking Lot Behind PowerHouse & 5th St Between
Hwy 2 & 3rd Ave

MAP MUST BE PROVIDED with event name, dates, times, position of gates, alcohol consumption area, position of music and stage, all beer, alcohol and food wagons listed on map.

beginning
time
changed by
Public Safety
Director
approved

- Vendor agrees to defend and indemnify the city and hold it harmless from any and all claims, allegations, causes of action and lawsuits arising out of this agreement for the street dance and public property designated for alcohol consumption and sales.
- Vendor agrees to pay the City of Proctor **\$100.00 for the event permit.**
- Vendor will make arrangements and provide and pay for the required **electrical power** to the fenced in area.
- Vendor will provide the **fencing** and erect the same to enclose an area of the City of Proctor as shown in attached map and description, with said area to be utilized by the vendor for the purpose of an outdoor dance, public alcohol sales and public alcohol consumption. Said fencing shall be six feet high and should be in place by the morning of 8/18/18 [Date and time]
- Vendor requests that there be 2 number of **gates** for exit and entrance into the street dance/event area. All gates will have security personnel with appropriate identification checking ID's. Vendor agrees to cover expenses incurred as a result of enclosed said area for the street dance. Vendor agrees to pay for any difference between gate receipts and cost of such security personnel. All gates will have **posted signs** as required by Proctor Police Department.
- Vendor agrees that every person attempting entry into the fenced in area will be checked for identification. The vendor will contract I.D. checkers, who will be located at each gate. Persons of the legal drinking age (21 years and older) will receive a non-removable Wrist Band indicating that they are of legal age. No person under 21 years of age shall be permitted into the fenced area. Vendor shall make no sales of intoxicating liquor (to include 3.2 beer and other malt or wine product) to any person who does not have a valid Wrist Band. Customers within the fenced area shall be required to purchase a valid Wrist Band commencing at 7pm 8/18/18 [date and time].
- Vendor agrees to provide 8 [number] of security personnel that will be available from 5pm [starting hour] to 2am [ending hour] on 8-19-2018 [date] with all security personnel available from 5pm-2am [hour] until the time the outdoor liquor sales are complete 1am 8/19/18 [date and hours] and the area is cleared, as determined by the City of Proctor Police Department.

- Vendor requests the City to provide an appropriate number of uniformed **police officers** to patrol the City of Proctor during the event dates. The vendor agrees to abide by City Ordinance 03-15 Section 601.B – Public Safety requirements regarding staffing of officers to provide assistance within the street dance/event area.

Vendor agrees to pay for approximately 64 [total number of hours] hours, per officer(s) at the rate of \$58.00 per hour.

- Vendor requests that the City of Proctor accept the provided individual **liquor liability insurance certificates and general liability insurance certificates** in the amount of the Minnesota State mandated municipal liability of the involved (MN Statute 466.04). Such certificates will also name the City of Proctor as additional insured by each vendor.

- Vendor agrees to make all arrangements and cover costs involved for **cleanup** of the event and street dance area. Vendor will clean up the event and street dance area by 12 PM 8/19/18 [date and time]. A **\$500.00 cleanup deposit** is required by ordinance, Sec. 610.04, subd. 5 and will be submitted prior to the event.

- Vendor will contract with a responsible vendor for 10 [number] of **portable restrooms** near the fenced in area. (See Portable Rest Room Guidelines). The cost of said restrooms shall be paid for out of gate receipts. Vendor agrees to pay for any difference between gate receipts and cost of such portable restrooms.

- Vendor agrees that any outdoor music may begin no earlier than 12:00 p.m. on 8/18/18 [date] and stop by 12:00 a.m. on 8/19/18 [date]. The cost of the music shall be paid for out of gate receipts. Vendor agrees to pay for any difference between gate receipts and cost of such outdoor music.

- Liquor may be served outdoors beginning at 10AM 8/18/18 [starting hour and date] and stop by 1AM 8/19/18 [ending hour and date]. Please describe any requested modifications to hours prescribed:

Modifications to City Code must be approved by City Council.

- Any Proctor liquor licensee holding an "on sale" liquor license and having signed this proposal may locate a beer wagon or booth of open alcohol sales to take place between 12:00 p.m. and 12:00 a.m. each event calendar day listed above. Said beer wagon or booth must be located on the physical

property that has the liquor license. **Vendor agrees to pay applicable city fees for each beer wagon that is located off the property that holds the city liquor license.**

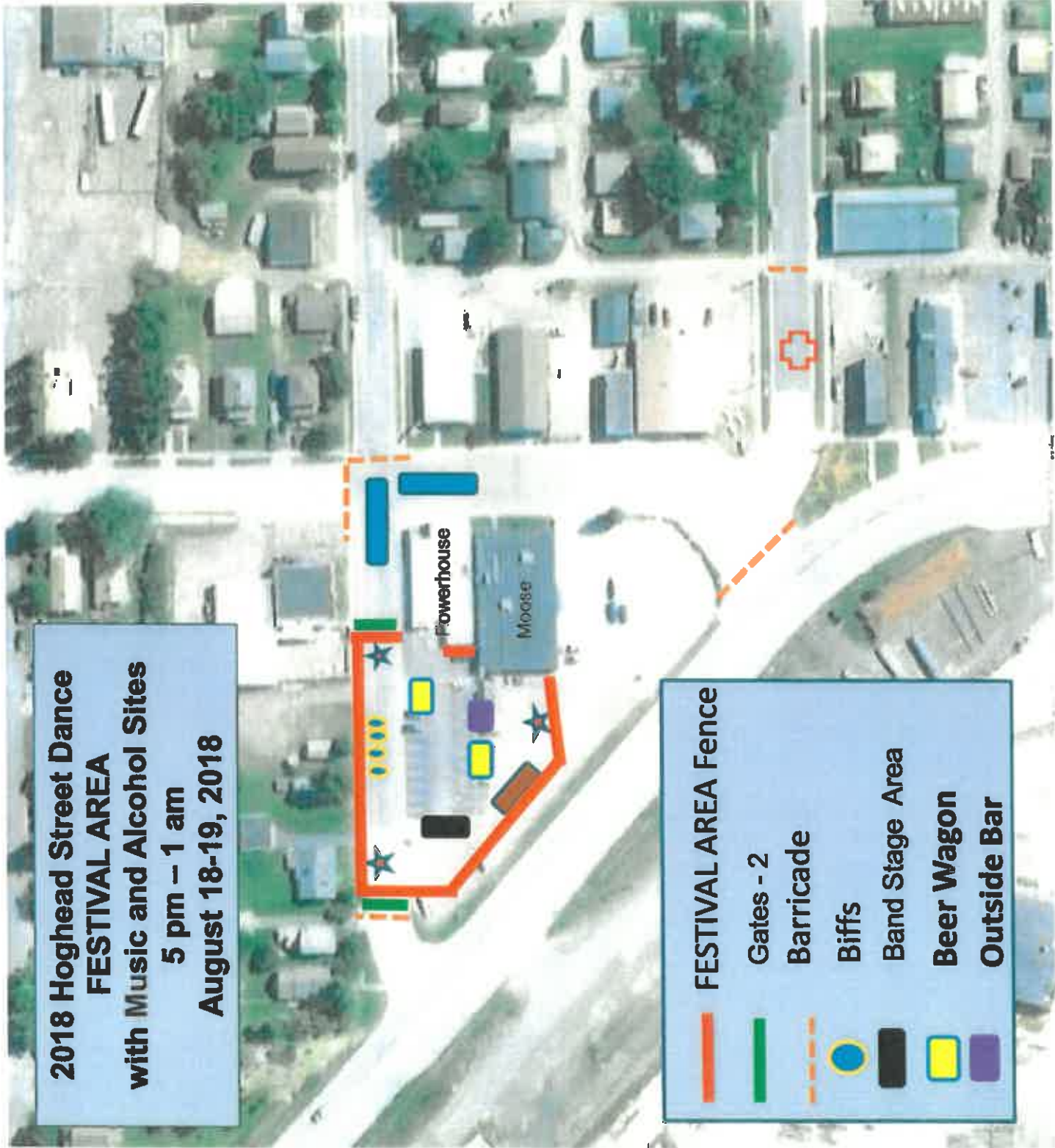
- Vendor agrees that any and all selling of or dispensing of alcoholic beverages at any event regulated hereunder shall conform to state and city laws and ordinances, to be enforced by the applicable policing units.
- **Vendor agrees that all beverages within the fenced in area and designated Public Property Consumption areas shall be either in plastic containers or aluminum cans.**
- Vendor agrees all alcoholic beverages served in the fenced in area or allowed onto designated Public Property shall be beer, wine or wine coolers only, unless approved by City Council.
- An admission fee for entrance into the fenced area will be charged. The proceeds from the admission fee shall belong to the vendors regardless of the identity of the person(s) collecting such fees. The proceeds shall be used for payment of the event/street dance functions including the cost of the City of Proctor agreed upon expenses, PUC expense, Police expense, musical band, security, portable restrooms, and wrist band.

Any such licensee will be bound to the provisions of the agreement as though such license was a party hereto.

Review process: All vendors, participants, and involved parties will be invited to attend a review meeting following this event/street dance.

So proposed this 18th day of May, 2016.
By: Donna House BA
Sponsor of Event

**2018 Hoghead Street Dance
FESTIVAL AREA**
with Music and Alcohol Sites
5 pm – 1 am
August 18-19, 2018



- Police
- Posted Signs
- Garbage Bins
- Vendors

**NO GLASS
CONTAINERS**

- FESTIVAL AREA Fence
- Gates - 2
- Barricade
- Biffs
- Band Stage Area
- Beer Wagon
- Outside Bar

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

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COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

100 Pionk Drive • Proctor, Minnesota 55810-1700 • (218) 624-3641 • Fax (218) 624-6459 • email: cityhall@proctormn.gov

Resolution No. 25-18 Resolution of Non-Objection To Issuance of State of Minnesota Charitable Gambling License

BE IT RESOLVED that the City Council of the City of Proctor hereby certifies that there are no objection to the issuance of a State of Minnesota Charitable Gambling Permit to The Irving Community Association - Duluth to conduct bingo on July 14, 2018 at South St. Louis County Fairgrounds Proctor, MN

Passed by a majority vote of the Proctor City Council, this 18th day of June, 2018.

BY: _____
Philip Larson
Mayor

ATTEST: _____
Mark Casey
City Administrator

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Irving Community Association License Number: 02305

Address: PO Box 7042 City: Duluth MN Zip: 55807

Chief Executive Officer (CEO) Name: Kathy Resberg Daytime Phone: 218-481-7600

Gambling Manager Name: Erica John Daytime Phone: 218-591-0899

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 07 / 14 / 18 to 07 / 14 / 18

Check the type of games that will be conducted:

☐ Raffle ☐ Pull-Tabs ☒ Bingo ☐ Tipboards ☐ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: South St. Louis County Fairgrounds

Street address and
City (or township): 800 N Boundary Ave Proctor, MN Zip: 55810 County: St. Louis

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐ Yes If yes, a lease is not required.

☒ No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (If none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

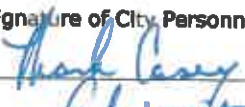
Print Lessor's Name: _____

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

6/15 Page 2 of 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Proctor</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: 	Signature of County Personnel: _____
Title: <u>Administrator</u> Date Signed: _____	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; text-align: center;">Local unit of government must sign.</div>	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Signature of CEO (must be CEO's signature; designee may not sign) _____

Date _____

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Philip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

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COUNCILORS
Jake P. Benson
Troy R. DeWall
Gary Nowak
James R. Schwarzbauer

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RESOLUTION 26-18 APPOINTMENT OF ELECTED OFFICIALS AND JUDGES

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Proctor that the following Election Officials and Judges are appointed to serve at the Primary Election to be held on Tuesday August 14th, 2018, and the General Election to be held on Tuesday November 6th, 2018.

OFFICIALS

Mark Casey

JUDGES

Carol Lind(Head Judge), Mary Ann Suliin (Head Judge), Sandy Karlson,
Ardyth Graves, James Anderson, Michelle Francisco, Mary Jo White,
Robin Hansen, Carol Ward, Arlene Thygeson

In accordance with MN Statutes 204B.22 additional election judges if needed for the General Election and alternate election judges if required.

In accordance with MN Statutes 204B.31, compensation for the Election Judges will be set at \$10.00 per hour and Head Judges at \$10.50 per hour.

Upon vote taken thereon, the following voted:

Aye:

Nay:

Absent:

Resolution hereby adopted this 18th day of June, 2018.

CITY OF PROCTOR

Attest:

Mayor
Phil Larson

City Administrator/Clerk
Mark Casey

Phillip G. Larson
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

COUNCILORS
Jake P. Benson
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RESOLUTION 27-18 ESTABLISHING/DESIGNATING ELECTION POLLING PLACE

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

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

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

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 27-18 was declared duly passed and adopted this 18th day of June, 2018.

Philip Larson
Mayor

Attest: _____

Mark Casey
Administrator/Clerk

62

June 13, 2018

Agenda Item

To: Councilmembers

From: City Councilor Jake Benson

Re: Dead Sod

Recommendation

Approve letter to St. Louis County Public Works asking for replacement sod for the sections along streets and avenues in Proctor for the grass that died.

Summary

In 2017 the St. Louis County Public Works Department rehabilitated the streets and avenues in Proctor as part of their county wide mill and overlay projects. Along with the repaving new sod was laid alongside the thoroughfares.

At the June 4 Proctor City Council meeting property owners and business appeared to be accused of not watering the grass and blamed for the dead sod occupying streets and avenues.

Steve Krasaway, PE St. Louis County Public Works Resident Engineer, stated "We have sod issues all across the region from multiple projects in 2017 and we are looking into the issue to try and determine what caused it and how to fix it."

A letter or resolution to St. Louis County Public Works Department or the responsible individual for sod replacement as needed is recommended.

If a letter or resolution is not sent staff should endeavor to provide an alternative solution to the dead sod.

6m

June 15, 2018

Agenda Item

To: Councimembers

From: City Councilor Jake Benson

Re: Golf Course Tree Removal

Attachments

None

Recommendation

Approve propsosal to cut dead trees on City of Proctor Golf Course.

Summary

Former members of Proctor's Golf Board indicated there are a number of trees that are dead and should be removed. They indicated that they would like to have the City remove those trees.

The trees were not identified.

It is unclear if this is a Parks & Rec, Trees & Beautification, Golf Board or City Council issue.

60
June 6, 2018

Mark Casey, City Administrator
Kent Gaidis, Chief of Police
City of Proctor
100 Plank Drive
Proctor, MN 55810

Dear Mark & Kent:

After nearly 24 years of service with the City of Proctor as the Police Records Coordinator, I am retiring as of Wednesday, June 27, 2018. Per my contract, I am opting to roll my remaining vacation hours (including my last payroll check) into the Health Care Savings Plan to pay my Medicare Part C/D with pre-tax dollars until the funds run out. Enclosed are forms for PERA and Medicare, which I ask city hall to fill out the city's portion and return to me by June 12, 2018.

Overall, I have appreciated the opportunity to work for the City of Proctor and have many fond memories working with the officers and Linnea in the police department as well as the other city employees throughout the years. I wish everyone all the best.

Sincerely,

Michelle (Mitzl) Francisco

Michelle (Mitzl) Francisco
1220 Birchwood Dr.
Proctor, MN 55810

2 Encl./mf

CITY OF PROCTOR

06/14/18 1:46 PM

Page 1

*Check Summary Register©

June 2018

Name	Check Date	Check Amt	
10100 First National Gen			
Paid Chk# 037214 DUNBARS SUPPLY INC	6/6/2018	\$1,636.48	ICE MAKER - PROCTOR GOLF COURS
Paid Chk# 037215 MTI DISTRIBUTING	6/6/2018	\$56,076.33	COMMERCIAL MOWER - PROCTOR GOL
Paid Chk# 037216 THE HOME DEPOT	6/6/2018	\$1,118.00	TABLE & CHAIRS - PROCTOR GOLF
Paid Chk# 037217 THE HOME DEPOT	6/6/2018	\$650.24	FREEZER - PROCTOR GOLF COURSE
Paid Chk# 037218 AMERICAN FAMILY LIFE ASSUR	6/6/2018	\$62.70	AFLAC
Paid Chk# 037219 NCPERS MINNESOTA	6/6/2018	\$16.00	MN NCPERS
Paid Chk# 037220 AIRFIBER	6/18/2018	\$121.35	JUNE - 5 IP ADDRESSES
Paid Chk# 037221 AMERIPRIDE SERVICES	6/18/2018	\$188.98	TOWELS, MATS & RAGS
Paid Chk# 037222 BANYON DATA SYSTEMS	6/18/2018	\$795.00	COMPUTER SUPPORT
Paid Chk# 037223 BEACON ATHLETICS	6/18/2018	\$445.00	DRAG MAT, HOME PLATE STANCHION
Paid Chk# 037224 CONSOLIDATED COMMUNICATI	6/18/2018	\$398.06	TELEPHONE - JUNE PAYMENT
Paid Chk# 037225 C W TECHNOLOGY GROUP	6/18/2018	\$161.25	INVESTIGATION - MOVE PST FILE
Paid Chk# 037226 CORPORATE PAYMENT SYSTE	6/18/2018	\$1,219.75	ACROBAT PRO DC - MAY 11-JUNE 1
Paid Chk# 037227 ESC SYSTEMS	6/18/2018	\$315.68	CENTRAL STATION MONITORING - 1
Paid Chk# 037228 FRIENDS OF ANIMALS	6/18/2018	\$579.00	ANNUAL CONTRACT BALANCE
Paid Chk# 037229 GREAT AMERICA FINANCIAL SV	6/18/2018	\$227.30	COPIER AGREEMENT - JUNE 2018
Paid Chk# 037230 GRUSSENDORF NURSERY, INC.	6/18/2018	\$690.00	SOIL, MULCH & MAPLE TREE
Paid Chk# 037231 HARTEL'S/DBJ DISPOSAL COMP	6/18/2018	\$585.78	TRASH & RECYCLE SERVICES
Paid Chk# 037232 INTEGRATED OFFICE Solutio	6/18/2018	\$264.85	KONICA/368 EQUIPMENT AGREEMEN
Paid Chk# 037233 L.M.C.I.T. WC	6/18/2018	\$500.00	WC DEDUCTIBLE PAYMENT - TC LEV
Paid Chk# 037234 MENARD'S	6/18/2018	\$89.97	WEED & FEED - CITY HALL, TRANQ
Paid Chk# 037235 MINNESOTA ARROWHEAD ASS	6/18/2018	\$150.00	REGIONAL MEMBERSHIP 7/1/18-6/3
Paid Chk# 037236 MN FIRE SERVICE CERT BOARD	6/18/2018	\$115.00	FF2 CERT EXAM - PHILLIP DESMAR
Paid Chk# 037237 MN POLLUTION CONTROL AGEN	6/18/2018	\$23.00	SEWER LICENSE - DAVID FORNERIS
Paid Chk# 037238 MN.IT SERVICES	6/18/2018	\$1,185.20	BANDWIDTH CHARGES - JUNE 2017
Paid Chk# 037239 NORTHERN BUSINESS PRODUC	6/18/2018	\$166.39	FILE FOLDER LABELS
Paid Chk# 037240 OFFICE ENTERPRISES	6/18/2018	\$1,140.00	NEOPOST/DS63ST2.5 - 5/14/18-5/
Paid Chk# 037241 PROCTOR BUILDERS	6/18/2018	\$1,576.85	PREVIOUS BALANCE FROM 3/25/18
Paid Chk# 037242 PROCTOR JOURNAL	6/18/2018	\$839.70	AD - POLICE RECORDS TECHNICIAN
Paid Chk# 037243 PROCTOR PUBLIC UTILITIES	6/18/2018	\$2,417.67	UTILITIES - BDRY AVE & I35 LIF
Paid Chk# 037244 RANGE PAPER	6/18/2018	\$114.94	MOP, CAN LINERS & TOILET TISSU
Paid Chk# 037245 SHRED N GO INC	6/18/2018	\$265.13	RECYCLING FEE - POLICE DEPT
Paid Chk# 037246 STREICHER'S	6/18/2018	\$38.98	FOOTBED INSERT - UNIFORM ALLOW
Paid Chk# 037247 SUPERIOR CHRYSLER	6/18/2018	\$1,055.40	SERVICE ON 2016 DODGE DURANGO
Paid Chk# 037248 THOMSON REUTERS-WEST	6/18/2018	\$99.23	INVESTIGATIVE SUITE DETAIL OF
Paid Chk# 037249 TROY'S SERVICE	6/18/2018	\$2,603.44	DISCOUNT PER TROY DEWALL
Paid Chk# 037250 USPS-HASLER	6/18/2018	\$500.00	POSTAGE MACHINE FUNDS
Paid Chk# 037251 VERIZON WIRELESS	6/18/2018	\$651.71	TELEPHONE - POLICE DEPT
Paid Chk# 037252 VIKING INDUSTRIAL CENTER	6/18/2018	\$421.47	GLOVES & SAFETY GLASSES
Paid Chk# 037253 VOL FIREMEN'S BENEFIT ASSN	6/18/2018	\$169.00	ANNUAL RENEWAL
Paid Chk# 037254 W.L.S.S.D.	6/18/2018	\$28,914.00	WASTEWATER CHARGES
Paid Chk# 037255 WIPFLI LLP	6/18/2018	\$300.00	PREP 2017 FINANCIAL RPT FOR MN
Paid Chk# 037256 ZIEGLER, INC	6/18/2018	\$85.21	CURB EDGE FOR ONE-WAY PLOW - F
Total Checks		\$108,972.02	
Paid Chk# 3145954 CITY OF PROCTOR	5/23/2018	\$20,938.63	PR-18-10 with
Paid Chk# 037257 ST. LOUIS COUNTY AUDITOR	6/18/2018	\$1,973,676.93	6TH & ALMAC 95% OF BID AMT - S

\$2103587.58

CITY OF PROCTOR

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***Check Summary Register©**

June 2018

Name	Check Date	Check Amt	
10110 First National Liq			
Paid Chk# 028277 CITY OF PROCTOR	6/6/2018	\$1,550.18	PR18-10L wh PERA
Paid Chk# 028278 UFCW Local 1189	6/6/2018	\$101.28	UFCW UNION DUES
Paid Chk# 028279 AMERICAN BOTTLING COMPAN	6/18/2018	\$180.08	2001
Paid Chk# 028280 ARTISAN BEER COMPANY	6/18/2018	\$102.60	1996
Paid Chk# 028281 BELLBOY CORPORATION	6/18/2018	\$407.30	2016
Paid Chk# 028282 BERNICK'S PEPSI	6/18/2018	\$3,099.40	2009
Paid Chk# 028283 BREAKTHRU BEVERAGE	6/18/2018	\$2,154.15	1992
Paid Chk# 028284 CINTAS	6/18/2018	\$70.42	MATS
Paid Chk# 028285 CITY OF PROCTOR	6/18/2018	\$43.34	CITY CC -AMAZON FIRE TV STICK
Paid Chk# 028286 COCA COLA BEVERAGES OF DU	6/18/2018	\$161.16	2005
Paid Chk# 028287 GUARDIAN PEST SOLUTIONS, I	6/18/2018	\$40.69	PEST
Paid Chk# 028288 JOHNSON BROTHERS INC	6/18/2018	\$4,650.81	1994
Paid Chk# 028289 LAKESHORE ICE	6/18/2018	\$77.13	2022
Paid Chk# 028290 MICHAUD DISTRIBUTING COMP	6/18/2018	\$1,338.15	2004
Paid Chk# 028291 PHILLIPS WINE & SPIRITS CO	6/18/2018	\$3,275.38	1997
Paid Chk# 028292 PROCTOR FIRE DEPARTMENT	6/18/2018	\$300.00	FIRE CALENDAR
Paid Chk# 028293 PROCTOR JOURNAL	6/18/2018	\$95.00	MOTHERS DAY AD
Paid Chk# 028294 PROCTOR PUBLIC UTILITIES	6/18/2018	\$451.72	WATER/SEWER/POWER
Paid Chk# 028295 RANGE PAPER	6/18/2018	\$181.90	PAPER ITEMS
Paid Chk# 028296 SOUTHERN GLAZER'S OF MN	6/18/2018	\$2,733.37	2000
Paid Chk# 028297 SUPERIOR BEVERAGE	6/18/2018	\$6,499.50	2008
Paid Chk# 028298 VINOCOPIA	6/18/2018	\$332.00	2002
Total Checks		\$27,845.56	