

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, September 18th, 2023, 6:00 PM
Council Chambers - Community Activity Center - 100 Pionk Drive

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OTHERS PRESENT

APPROVAL OF MINUTES City Council Meeting Minutes, Tuesday, September 5th, 2023

APPROVAL OF MINUTES – Budget Working Session Monday, September 11th, 2023

APPROVAL OF AGENDA

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

***1. COMMUNICATIONS**

A. Payroll Report

***2. PLANNING & ZONING DEPARTMENT MATTERS**

***3. COMMITTEE REPORTS**

A. Parks & Recreation Committee Minutes- September 13th, 2023

B. SEH Meeting Minutes – September 13th, 2023

4. CLERK ADVISES COUNCIL

A. House Capital Investment Tour

B. Orange Places Project – 3rd St Update

C. St. Louis County CDBG Application

5. UNFINISHED BUSINESS

A. City of Proctor Blight Policy

6. NEW BUSINESS

- A. 2024 Preliminary Levy and Budget
- B. PACC/ISD 704 Agreement
- C. Acacia Storm Sewer Repair
- D. Sand/ Salt Shed: Veit - Pay App #7
- E. Sand/Salt Change Order #8
- F. County Maintenance Program

7A: CLOSED MEETING PURSUANT to §13D.06 Subd. 1(b)

A. Attorney Client Privilege

MEMBER CONCERNS

Benson:

DeWall:

Johnson:

Rohweder:

Ward:

City Attorney:

BILLS FOR APPROVAL

General: \$122,696.46

Liquor: \$37,586.22

TOTAL BILLS FOR APPROVAL: \$160,282.68

ADJOURNMENT

MINUTES OF THE PROCTOR CITY COUNCIL MEETING SEPTEMBER 5, 2023

Meeting was streamed live on the Trac 7 YouTube channel.

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

Pledge of Allegiance

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

OTHERS PRESENT: Attorney John Bray via telephone, City Administrator Jess Rich, Administrative Assistant Megan Jordan, Chief Gaidis, Sergeant Riebel

M/S/P: Johnson/Rohweder to approve the minutes from Monday, August 21st, 2023.

M/S/P: Benson/Rohweder to approve the agenda for Tuesday, September 5th, 2023

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT: NONE

M/S/P: Ward/DeWall to approve the consent agenda for Tuesday, September 5, 2023, pulling item *3A for discussion.

Blight Committee Minutes:

Mayor Ward suggests the committee addresses the modification and updates to the blight policy regarding infringements and enforcement. In addition, he would like to see a recommendation from the committee for council approval. Included in the discussion is the appointment of committee members to be completed annually, coinciding with other member appointments by council.

M/S/P: Benson/Ward to approve the blight committee minutes as submitted.

4. Clerk Advises Council

A. 2024 Capital Investment Committee Tour – September 26th, 2023

City of Proctor was visited by the Senate Investment Committee today at St. Luke's Arena. The city presented four priority projects for state bonding bill: I-35 Utility infrastructure, Area Regional Sports Complex, Munger Trail Spur, and fencing infrastructure at the fairgrounds. The presentations were well received, also noted in attendance was Representative Zeleznikar and Senator Hauschild.

B. 2nd St Project Update

3rd/9th open prior to the start of school date has been met with staff from school complimenting on traffic operations. Chief Gaidis reports on speed monitoring in high volume traffic spots, temporary stop sign placement, and overall traffic/detour control in construction areas.

C. Jet Exhibit Update

Insurance claim will be closed, volunteer work and improvements by the 148th have been approved by insurance and are able to sustain the jet display.

D. SRO Contract

Administrator Rich provides an update regarding legislative changes affecting SRO officers. She states there have been significant language changes to the policies and procedures at the state level, with Governor Walz considering a special session to address these changes. The council is informed there will be a delay in the renewal of the SRO contract for these reasons.

E. 2023 Trunk or Treat

Administrator Rich will reach out to city staff for availability and volunteers. The Moose Lodge would like to coordinate and have the event on the 28th or 29th of October.

5. UNFINISHED BUSINESS

A. City of Proctor Blight Policy

B. 2023 Public Safety Aid – Fire Department Purchase

M/S/P: Benson/DeWall to approve the equipment for the fire department in the amount of \$55,000 as submitted.

6. NEW BUSINESS

A. 2nd St Change Order #3

M/S/P: Rohweder/Johnson to approve change order #3 in the amount of \$19,384.19 as submitted.

B. Pickleball Facility Matching Funds Commitment

M/S/P: Ward/Benson to approve the city's \$50,000 matching commitment for the Rea3D Pickleball project.

C. Resolution 34-23: Accepting Donation

M/S/P: Rohweder/Ward to accept the \$750 donation towards the Hoghead fireworks with gratitude.

D. Golf Advisory Committee Application

M/S/P: Johnson/Benson to accept the recommendation and approve the application as submitted.

E. Election Allocation Fund

Administrator Rich recommends the default recommendation of allocations to St. Louis County as submitted.

M/S/P: Ward/DeWall to accept the election allocation fund agreement as submitted.

F. Proctor Fire Department – Retirement Letters

M/S/P: Johnson/Rohweder to accept the retirement letter from Brad Johnson with gratitude for his service to the Proctor Fire Department for the last 20 years.

M/S/P: Ward/DeWall to accept the retirement letter from Lynn Windus with gratitude for her service to the Proctor Fire Department for the last 20 years.

G. Liquor Store Employee – Resignation Letter

M/S/P: Ward/Rohweder to approve the resignation of David Ultican from Mountain Spirits Liquor store.

H. 2024 Budget Information

M/S/P: to schedule a budget working session on Monday, September 11th, 2023 at 4:00 pm.

7A: CLOSED MEETING PURSUANT to §13D.06 Subd. 1(b) for Attorney Client Privilege and Labor Negotiations

M/S/P: Rohweder/Ward to suspend the regular council meeting at 7:02 pm and open a closed session for labor negotiations, attorney client privilege, and economic development data.

M/S/P: DeWall/Johnson to reconvene the regular council meeting at 7:32 pm.

MEMBER CONCERNS

Benson: None

DeWall: None

Johnson: None

Rohweder: None

Mayor Ward: Happy Labor Day Weekend, school traffic and school bus safety

Attorney Bray: None

BILLS FOR APPROVAL:

General: \$75,284.84

Liquor: \$53,091.43

TOTAL BILLS FOR APPROVAL: \$128,376.27

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

M/S/P: DeWall/Johnson to adjourn the regular council meeting at 7:57 pm.

MINUTES OF THE PROCTOR CITY COUNCIL BUDGET WORKING SESSION for September 11th, 2023

Mayor Ward called the budget working session to order at 4:00 pm.

PLEDGE OF ALLEGIANCE

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

MEMBERS ABSENT: None

OTHERS PRESENT: City Administrator Rich, Finance Director Leslie Brunfelt, Administrative Assistant Megan Jordan

M/S/P: Rohweder/Johnson to approve the agenda for Monday, September 11th, 2023.

Finance Director Brunfelt begins by stating the upcoming budget deadlines. It is noted the deadline for certification is September 30th, Truth and Taxation hearing will be held on December 4th at 6:00 pm and the 2024 budget will be adopted on December 18th. Brunfelt highlights the following items considered in the summary presented to council:

- \$11,000 general fund surplus
- Salary amounts are consistent with current contracts, noting 2 remaining unsettled
- 9% increase in LGA
- 5% inflation increase
- Capital item purchases: plow truck, sign truck replacement, blacktop at sand/salt garage site and storage facility

Brunfelt states the goal of this working session is to discuss council's ideas and suggestions, provide additional analysis, answer questions, and to decide on the preliminary levy amount to be approved at the council meeting on September 18th, 2023.

Administrator Rich provides council with a summary of the street department priority projects including complete street reconstruction along with ancillary projects on a rotating schedule to keep up with routine maintenance of streets between large projects. She states this is in accordance with the CIP completed in 2019, noting street reconstruction projects to occur every 5/6 years with maintenance projects completed in between. It is noted the street department and SEH have recommended the first mill/overlay project to be completed should be Westgate Blvd due to its extremely poor condition.

Discussion follows to include additional suggestions and consideration for bonding requests pertaining to trails, the trail budget, and expenses for the next year. It is noted the council would like to move forward with the trail system on the city owned land referred to as the "North 40" off the St. Louis River Road and Hwy 2. Trail expenses included in the proposed draft allow for trail and parking lot signs, labor for flagging/clearing, and overall trail maintenance.

Increasing the annual allocations from the PD and FD department budgets to the public safety fund is discussed. Council suggests increasing the annual amount from \$25,000, although a specific amount increase is not decided on. Brunfelt gives current fund allocations, with city staff to obtain additional information from Chief Gaidis and Chief Helquist regarding vehicle purchases and packages. This fund has been designated to keep up with squad and FD vehicle/equipment purchases.

Administrator Rich provides an update on the Playground for EveryBody project, noting additional funding is needed to bring the project to completion. She states there is \$20,000 remaining left to spend in the DNR grant which requires a city match. Quotes have been received to account for additional fencing, paving, and handicap accessible bathrooms.

Council discusses the remaining ARPA fund balance and the allocations previously decided on as follows:

Playground

Pickleball

3rd St Park

Sidewalks

Council discusses all factors included within the proposed budget and suggests setting the preliminary levy increase to 5% or 6% for the September 30th deadline, adding this as an agenda item at the meeting on September 18th.

M/S/P: DeWall/Rohweder to adjourn the budget working session at 5:09 pm.

City of Proctor
Payroll Summary by Department

*1A

Check Date Range 9/15/2023 to 9/15/2023

Department	Gross Wages	Overtime Hours	Overtime Wages	Double Overtime Hours	Double Overtime Wages
Council	2,200.00	-	-	-	-
City Admin	7,268.80	-	-	-	-
Finance	3,076.80	-	-	-	-
Police Department	28,701.57	52.00	2,504.20	-	-
Fire Department	-	-	-	-	-
Street Department	9,727.80	-	-	-	-
Liquor Store	5,604.43	15.00	370.59	-	-
PUC	6,442.63	-	-	-	-
Committees	-	-	-	-	-
Election Judges	-	-	-	-	-
Total	63,022.03	67.00	2,874.79	-	-



“3rd STREET PARK” MEETING

Wednesday, September 13, 2023 *

2:00-3:00pm

PACC Conference Room

Meeting Purpose: Review “3rd Street Park” design options and prepare public feedback survey.

MEETING NOTES

Attendees: Russell Habermann, Rory Johnson, Shari Krizek, Rick LaLonde, Jessica Rich, Anthony Woods

Recap of “3rd Street Park” Work to Date

Russell shared about the evaluation methods, engagement process, and execution items completed to date. In particular, he highlighted the park maintenance work completed over the past month, and the Committee shared community members’ positive feedback.

Review Park Design Options

Russell shared two park design options to present to the community for feedback. Both options were designed using input collected during engagement processes earlier in the year.

With Option 1, the Committee suggested adding a row of off-street parking stalls and relocating the pavilion to the northeast corner of the park, as to not be impacted by balls from the basketball court.

With Option 2, the Committee suggested adding a row of large landscaping rocks to the south edge of the park, to discourage snow plowing into the park from the alley. To provide additional green space, the Committee also suggested replacing the gazebo with a pavilion and moving it northward into the northeast corner of the park.

Once revisions are made to the designs, they will be incorporated into a public feedback survey. Adding labels will also help the public review and understand the renderings.



Review Feedback Survey

Russell outlined components of the feedback survey. The Committee did not have any comments for improvement.

For administration of the survey, Russell shared that they would replicate the process used for the public input survey. The survey will be delivered digitally, and postcards will be sent to residents in the direct neighborhood. Additional promotion will take place on the “Residents of Proctor, MN” Facebook group and through The Proctor Journal.

Russell shared the hope to launch the survey in the first week of October and keep it open for two weeks.

Next Steps

- Russell will write meeting notes and send them to the Committee.
- Russell will revise park design options based on Committee feedback.
- Russell will administer a public feedback survey, with a launch date of October 2.
- Russell will work with Jessica Rich to schedule a final meeting with the Parks and Recreation Committee to review community feedback and make a final recommendation for City implementation.

The meeting adjourned at 2:49 pm.



Building a Better World
for All of Us®

MEETING MINUTES

Proctor Monthly Meeting

September 13, 2023

9:00 a.m.

City Hall

*3B

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

SEH No.: PROCT 166073

Project Manager: Matt Bolf, PE

I. Salt / Sand / Public Works Project

A. Site Work Project Updates:

1. Punchlist walkthrough completed last week. Veit has been working on the punchlist.
2. Waiting for meter to get hooked up prior to setting up the lighting timer for the dome. [Char will check with MP for the hook up.](#)
3. Pay application #7 – [SEH will prepare for Council meeting.](#)
4. Change Order #8 – Subgrade correction in front of garage and access road in front of garage. [SEH will prepare the CO with backup documentation for Council meeting.](#)

B. Phase 2 Garage – On hold with TRO. [City is going to mediation this coming Friday.](#)

1. Pay application #2 (submitted 8/14/2023) – Was this approved and paid? [Yes.](#)
2. Change Order #1 – Conduit and wiring to the building from the Transformer. Was this approved and paid? [The CO was approved, Jess will follow-up with the City Attorney to see if this can be paid.](#)

II. Second Street LRIP

A. Project Construction Updates

1. Continuing with storm sewer this week.
2. Concrete steps this week.
3. Project appears to be on schedule.

B. Contractor Payments

1. Pay Application #4 – End of September
2. CO #1 Reclaim Material Awaiting OneOffice Approvals.
3. CO #2 Bituminous Mixture Substitution – Awaiting OneOffice Approvals.
4. CO #3 Rock Hammer rental for rock removal around gas – Approved by City Council, goes to PUC Board on 9/20 for approval.

C. Misc.

1. Late season sodding. Discussed potential options for late season turf restoration. [SEH will reach out to ECS \(turf subcontractor\) to see what they recommend for sodding late in the season. We will monitor weather as we get closer to final turf restoration.](#)

2. Private yard restoration for private lateral work. Turf restoration for private lateral work on private property will not be completed by the Prime Contractor for the construction project. SEH will document which properties have turf restoration needs outside of the project limits.

III. PUC Items

- A. Booster Station
 1. Punch List items.
 - a. Generator Receptacle – This was installed last week and we're waiting on schedule for testing. Matt will resend this testing requirement.
 - (1) SEH requested a Change Order estimate to provide a cord with a connection to the building and open-ended wiring. CO quote came in at \$10k. The City is going to explore other options.
 - b. Door re-adjustment – this needs to be completed. No update on schedule.
 - c. Site Grading – Contractor removed erosion control blanket and reseeded site.
- B. Water Tower
 1. Tank Mixer - KLM recommended a mixer be added to prevent freezing. The PUC would like this work to be completed in conjunction with the painting needs.
 2. Painting touch up - PUC would like this work to be completed in conjunction with the mixer.
 3. Inspections - SEH completed the inspection on 6/27. SEH provided report to the PUC for their meeting on 8/14.
 - a. PUC had questions and was going to provide in writing to SEH. Char will send questions to Matt.

IV. Proctor GIS

- A. Public Works Updates – SEH collected corrections from Rick and will make updates to the GIS system in the Spring
- B. SEH received MN Power GIS files for out next GIS update which will occur fall of 2023.
- C. Updates will include 2nd Street reconstruction project and Sand/Salt storage project.

V. School District Plan Review –No updates.

- A. Water is bypassing the curb cut to the pond and running into Kirkus Street. The City and school district have started conversations about this topic again.
- B. Hockey Arena – There are still improvements needed to make the site compliant including:
 1. Pond 3 Expansion – Troy asked SEH for price to process HydroCAD updates and determine how much bigger the pond needs to get.
 2. Pervious Areas at Pond 2 – Pond 2 needs more live space and less dead space. They can either adjust the outlet down or make pond 2 bigger. This will be reviewed after new calculations are performed.
 3. Maintenance Agreement – not complete yet.

VI. Miscellaneous

- A. Pickleball Courts
 - a. The City is looking into layout options near the Playground for Everyone. No updates.
- B. Storm Water Utility – No update.
- C. Water & Wastewater 2023-2024 PPL - No update.
 1. 2024 PPL
 - a. Wastewater - Westgate to WLSSD manhole was submitted on 3/3 for the PPL.
 - b. DWRP PPL Application submitted on 5/5/2023
- D. USACE Section 569 Grant

1. This grant provides monies towards water and sewer projects. It is currently all “earmarked” money so Proctor will need to work with legislators to get funded.
 2. Ugstad Road Extension project would qualify and the materials from bonding bill application could be re-used.
 3. The City would like to submit for this grant. [Matt will prepare the response and provide to Jess. City will reach out to legislators.](#)
- E. Bonding Bill
1. City and SEH presented tour the Senate Bonding committee last week.
 2. [City Council would like to move forward with design to get utilities crossed underneath I-35.](#)
 - a. [SEH will prepare a proposal letter and fee estimate for this work.](#)
 - b. [SEH will include water modeling to determine water pressures and flows to the potential development areas.](#)
 - c. [SEH will check into permitting requirements for this work to take place \(i.e. water extension & sewer extension\).](#)
- F. Trails – 40 acre parcel [No update.](#)
1. Property lines marked last month. City plans to complete this work in the Fall.
- G. Lead Service Line (LSL) Inventory
1. Inventory due date – 10/16/2024
 2. Grant – [PUC applied for Visual Inspection grant dollars. Char has not heard back on this application.](#)
 3. IJJA Lead Service funding dollars could be available. SEH will watch for this application.
- H. Kingsbury Creek Restoration –[No updates.](#)
1. MPCA planning a restoration project from City hall to Boundary Avenue. MPCA received \$600k in Federal funding and is applying for additional \$300k in state funding.
 2. MPCA would like to know if the city would be willing to maintain Stormwater treatment BMPs if the MPCA installs them with the project.
- I. PUC Road Patches & Acacia Ave. Storm Drain Repairs
1. Acacia Ave Storm
 - a. Did the Easement Waiver get signed by the property owner? [City has not received this back from the property owner.](#)
 - b. City received two bids. [Project will go to Council for approval and potential award.](#)
 - (1) KTM - \$66,250.00
 - (2) Sinnott - \$55,800.00
 - c. Permanent drainage/utility easement will be extended 10'. SEH will begin working on this legal description and exhibit.
 2. PUC WM Break road patches –[This work is complete.](#)
- J. Playground Parking –[No updates.](#)
1. Jess is working with the DNR on an amendment to the agreement.
 2. City crews have completed the culvert replacement. Work should begin in next few weeks.
- K. City Sidewalk funds –[No updates.](#)
- L. County Crack/Chip Seal
1. City would like to develop a maintenance list for Crack/Chip Seal roads within town.
 2. [A meeting is scheduled for today to discuss Crack/Chip sealing with SLC. SEH will provide minutes from the meeting documenting any recommendations.](#)

M. Westgate Boulevard

1. Road is in very poor condition and could be a candidate for reclaim and pave.
2. Cracks are likely too deep to warrant a mill and overlay. The City may want to reclaim the material, stock pile the reclaimed material for their own maintenance use, and repave the roadway.

N. Department of Human Services Grant & MnOSHA Grant

1. The City is looking into a grant opportunity to assist with food shelf modifications to improve the end user experience and providing some amount of separation from other City Hall uses.
 - a. This include a potential access road along the back side of the building for loading and improved fire access.
2. The City is also looking into a grant opportunity to improve safety and for City Hall take-in and PD take-in.
3. SEH is preparing a letter proposal and fee estimate to develop conceptual layouts and cost estimates for the grant opportunities.

O. Misc. City Drainage/Utility Easements – It is recommended that property owners should write a formal letter to Council for any drainage concerns.

P. 9th Street / 3rd Avenue Parcels – 3 properties recently sold. Megan will pass along the old NCE plans for utility extensions to the new owners.

Q. Munger Trail Spur

1. Route Selection
2. Funding Opportunities
 - a. LCCMR – typically due February
 - b. DNR Local Trail
 - (1) Max grant is \$250k. (75/25) Typical due March 31, 2024.
 - c. DNR Regional Trail
 - (1) Max grant is \$300k. (75/25) Typical due March 31, 2024.
 - d. DNR Federal Trail
 - (1) Max grant is \$200k. (75/25) Typical due February 2024.
 - e. Greater MN Regional Parks and Trails
 - (1) GMRPTC submits directly to legislature
 - f. LPP MnDOT grant – for trails within MnDOT R/W.
 - g. SEH will looking to trail planning grants to cover engineering costs for planning and feasibility.

vii. **Next Meeting** – October 19th @ 9:00 am



House Capital Investment Committee Bonding Visit -- Tuesday, September 26, 2023

4A

UMD Contact: Lynne Williams, lwilliam@d.umn.edu, (cell) 218-590-0010

House contact: Jenny Nash, Jenny.Nash@house.mn.gov

- 5:45 House Capital Investment Committee arrives on campus
(coming from aquarium)
Drop off at 1114 Kirby Drive, Heller Hall
Tour of UMD asset preservation requests: Heller Hall and Humanities
Other guests: [Park in Lot C by the football stadium](#)
- 6:30 Dinner in the Tweed Museum of Art, 1201 Ordean Court
(Approx 7 minutes for each presenter)
- UMD, Asset Preservation (HEAPR); Interim Chancellor Dave McMillan
- Proctor – I-35 Commercial Development utility extension and upgrades
 Jess Rich, City Administrator, 218-628-6261, jrich@proctormn.gov
- SLC #1 Solid Waste Management Campus Phase #2, David Fink, environmental
 services director, 218-742-9537, finkd2@stlouiscountymn.gov
- SLC #3 Wastewater Treatment and Collection System, District, 218-343-2573, Debra
 Sanders, Chair Ash River Sanitary District, mn.frontier.resort@gmail.com
- Duluth Arts Institute, Christina Woods, Executive Director, 218-733-7562,
 cwoods@duluthartinstitute.org
- Duluth Water Treatment Plant #2, Jim Benning, Director of Public Works and
 Utilities, 218-730-5105, jbenning@duluthmn.gov
- Duluth Energy Systems Advancing Coal Retirement/Environmental Improvements
 #3, Micheal Burns, 651-925-8132, Michael.burns@ever-greenenergy.com
- 8:00 Depart and load bus
 Bus to pick up at 1216 Ordean Court

UMD & UMN Participants: (14)

1. Dave McMillan -
2. Amy Hietapelto -
3. Sue Bosell -
4. Lisa Erwin -
5. Lynne Williams -
6. Carlee Williams -
7. John Rashid -
8. Shane Peterson
9. Jean Neibauer -
10. Uyen Nguyen, student body president -
11. Brooke Swanson, SGA -
12. Cole Grosdong, SGA -
13. Sam Schmalls, SGA -
14. Dakota Kath, SGA -

Other organizations: (18)

1. Proctor – I-35 Commercial Development utility extension and upgrades Contact: Jess Rich, City Administrator, 218-628-6261, jrich@proctormn.gov
2. SLC #1 Solid Waste Management Campus Phase #2 contact: David Fink, environmental services director, 218-742-9537, finkd2@stlouiscountymn.gov
3. SLC #3 Wastewater Treatment and Collection System, District, 218-343-2573, Debra Sanders, Chair Ash River Sanitary District, mn.frontier.resort@gmail.com
4. Duluth Arts Institute – (GF request) Christina Woods, Executive Director, 218-733-7562, cwoods@duluthartsinstitute.org
5. Duluth Water Treatment Plant #2, Jim Benning, Director of Public Works and Utilities, 218-730-5105, jbenning@duluthmn.gov
6. Duluth Energy Systems Advancing Coal Retirement/Environmental Improvements #3, Micheal Burns, 651-925-8132, Michael.burns@ever-greenenergy.com

Legislative Participants: (22)

[House Higher Education committee](#)

(count includes staff)

Local delegation: (3)

Rep Olson?

Rep Kozlowski (on committee)

Rep Zeleznikar?

To: City Council

6A

From: Leslie Brunfelt, Finance Director

Date: September 15, 2023

Re: Proposed Budget for 2024

The attached documents represent the 2024 budget reflecting a levy of 5%. Resulting in an undesignated General Fund surplus of \$33,746.

Undesignated General Fund Highlights

- Increase of \$101,239 or 9.1% in Local Government Aid (LGA) from the state.
- Salaries in the proposed budget are set at a rate consistent with the current contracts.
- General expenses include 5% increases for inflation.
- General Fund Capital items include the plow truck that has already been placed on order and was originally budgeted for 2023. The replacement of the 1989 "Sign" Truck. This truck is also used for sewer work and the cost will be split with the Sewer Fund. Blacktop for the salt/sand shed/garage split with PUC.

General Sales Tax Funds

- Bond Payments on 2016A \$40,000
- City Hall HVAC work \$50,000
- City Hall Major Repairs \$50,000
- Sidewalk Repair \$50,000
- 1st Street storm sewer \$50,000
- Westgate mill and overlay \$100,000
- Chip sealing \$10,000
- General Street Repair \$89,413

Food & Beverage Sales Tax Fund

- Trails (survey, parking, signage for 40 acres and/or used for 2nd St Trail) \$50,000

PEDA requested budget \$55,000

Tourism requested budget \$151,368

City of Proctor

2024 Budget Summary

	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Budget	2024 Budget	% change from 2023 Budget		2023 YTD July
Unrestricted General Fund Revenues:									
General Tax	1,082,536	1,258,251	1,437,291	1,465,739	1,515,928	1,596,000	5.3%		1,123
Licenses & Permits	20,299	21,458	22,532	21,546	27,000	23,320	-13.6%		13,905
Intergovernmental and Grants	1,156,173	1,196,967	1,205,891	1,194,057	1,207,696	1,270,035	5.2%	Increase in LGA	560,304
Charges for Services	156,213	158,319	169,528	181,804	154,839	161,425	4.3%		58,049
Fines & Forfeits	12,965	7,800	7,926	13,371	11,000	11,550	5.0%		15,334
Miscellaneous	43,606	19,708	25,014	82,811	4,400	4,400	0.0%		35,038
Other Financing sources	51,663	17,160	3,661	49,463	18,186	26,186	44.0%		98,691
Total Revenue	2,523,454	2,679,663	2,871,843	3,008,791	2,939,049	3,092,916	5.2%		782,445
General Fund Expenses:									
Police	1,059,513	1,039,040	1,001,434	1,170,341	1,244,812	1,264,050	1.5%		723,898
Salary	941,594	938,865	868,114	998,884	1,074,502	1,076,183	0.2%		648,944
Other Services	75,895	60,764	58,698	75,550	83,350	92,280	10.7%	Increase in liability insurance	43,079
Supplies	24,986	20,873	36,013	41,631	41,250	43,823	6.2%		18,517
Repairs, Rentals, Misc	17,039	18,538	13,608	29,276	20,710	21,765	5.1%		13,359
Transfer to PS Fund	-	-	25,000	25,000	25,000	30,000	20.0%		-
Fire	179,130	166,308	189,535	277,980	263,832	255,441	-3.2%		130,967
Salary	92,253	91,643	94,058	124,110	107,805	88,870	-17.6%	State aid will go directly to SFP	53,800
Other Services	30,782	24,727	25,351	27,403	29,993	31,985	6.6%		12,642
Supplies	34,012	31,733	44,489	42,400	49,809	52,299	5.0%		26,444
Repairs, Rentals, Misc	22,083	18,205	25,638	29,000	21,225	22,286	5.0%		38,081
Transfer to PS Fund	-	-	-	55,067	55,000	60,000	9.1%		-
Civil Defense	-	-	-	4,599	-	-			153
Repairs, Rentals, Misc	-	-	-	4,599	-	-			153
Streets	447,813	454,285	461,549	492,814	496,798	521,032	4.9%		302,352
Salary	351,552	352,189	349,894	360,112	366,893	382,255	4.2%		236,274
Other Services	21,157	21,549	25,242	26,869	30,800	34,717	12.7%	Insurance up \$2,000	20,158
Supplies	54,195	56,842	76,541	55,681	45,648	47,930	5.0%		34,563
Repairs, Rentals, Misc	20,909	23,705	9,871	50,152	53,457	56,130	5.0%		11,357
Parks	42,546	46,390	47,918	49,289	65,765	79,798	21.3%		38,031
Salary	21,468	21,658	23,271	22,833	23,680	26,732	12.9%		14,582
Other Services	12,560	12,744	19,877	9,793	28,480	34,159	19.9%	Insurance up \$5,000; Beautification \$10,000	13,858
Supplies	8,413	7,580	3,477	2,533	5,515	5,791	5.0%		4,296
Repairs, Rentals, Misc	105	4,408	1,293	14,131	8,090	13,116	62.1%	\$10,000 for Fair	5,296
City Admin	652,103	703,779	646,917	693,262	712,564	747,476	4.9%		414,701
Council & Administration	433,942	377,096	411,935	411,965	450,345	464,427	3.1%		247,884
City Hall Building	80,106	190,488	113,919	136,127	116,160	128,540	10.7%	Insurance increase	87,342
Elections	1,706	4,994	672	4,626	-	5,236	100.0%	No election in 2023	97
Finance & Legal	126,543	118,877	108,474	125,316	126,957	130,453	2.8%		73,623
Building & Planning	9,805	12,323	11,917	15,227	19,102	18,820	-1.5%		5,756
General Fund Support for PED A	3,884	11,419	36,819	55,000	55,000	55,000	0.0%		-
General Fund Support for Golf Course	10,000	10,000	10,000	20,000	20,000	15,000	-25.0%		-

City of Proctor
2024 Budget Summary

	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Budget	2024 Budget	% change from 2023 Budget	2023 YTD July
Total General Fund Expenses:	2,394,988	2,431,221	2,394,173	2,763,285	2,858,771	2,937,795	2.8%	1,610,103
Police Dept	151	1,502	4,412	-	515	-		-
Fire Dept	4,040	2,294	125,008	12,679	-	-		-
Street Dept	32,226	57,707	32,226	153,833	73,875	121,375		11,480
Parks	10,500	16,424	-	-	-	-		5,295
City Hall	108,963	5,260	2,719	144,024	-	-		-
Total General Fund Capital:	155,881	83,187	164,364	310,536	74,390	121,375	63.2%	16,775
Change in Net Position-Undesignated	(27,415)	165,254	313,307	(65,029)	5,888	33,746	473.1%	(844,432)
Designated, Restricted and Assigned Funds								Fund Balance at the end of 2024
General Sales Tax Revenue	397,837	431,898	400,603	494,617	460,000	460,000		222,968
Expenses paid from Sales Tax								
3rd Avenue (ends in 2024)		6,217	6,217	6,217	6,217	6,217		6,217
12th Street (ends in 2024)		526	526	526	526	526		526
Bond Payments for 2012A Equipment Cert Refunding	80,000	80,000	40,000	8,099	-	-		-
Bond Payments for Kirkus	60,000	60,000	50,000	50,000	50,000	40,000		
Street Maintenance	29,677	24,076	87,926	46,557	112,708	319,413		11,109
City Hall Upgrades				100,000	100,000	100,000		
3rd Street Park					50,000			
Playground for Everybody				30,000				
Change in Designated Fund Balance	228,160	261,079	215,934	253,218	140,549	(6,156)	1,536,043	205,116
Grant Revenue	-	231,370	398,008	370,397	1,905,522	-		
Expenses paid from Grant Revenue								
CARES Act Funding		231,370						
FEMA for SCBA Gear and Extracation Equipment			130,585	24,944				
CDBG - Playground for Everybody				50,000				
DNR Grant - Playground for Everybody				180,000	20,000			
Small Cities Road Grant - 2nd street engineering				51,971				
LRIP Grant - 2nd Street					1,250,000			
MN Bonding - Sand Salt Shed					500,000			
ARPA - Fire SCBA Packs				21,404				
ARPA - Sand & Salt Shed				200,000				
ARPA - Park Improvments					70,000			
ARPA - Sidewalk Improvments					39,502			
Public Safety \$135,622 - Police Squad					65,000			
Public Safety \$135,622 - Fire Helmets, Gear, Hose					55,000			
Public Safety \$135,622 - Remaining					15,522			
Change in Designated Fund Balance	-	-	267,423	(157,922)	(109,502)	-	-	-

City of Proctor

2024 Budget Summary

	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Budget	2024 Budget	% change from 2023 Budget	2023 YTD July
Food & Beverage Tax Revenue	72,411	56,739	65,026	72,673	57,900	65,000		31,070
Expenses paid from F&B Tax								
Trails					50,000	50,000		
2nd Street Trail					106,291			
Change in Designated Fund Balance	72,411	56,739	65,026	72,673	(98,391)	15,000	468,485	31,070
Lodging Tax Revenue	145,880	99,348	144,976	155,661	150,000	150,000		84,324
Expenses paid from Lodging Tax								
Tourism Expenses	125,738	58,622	101,855	112,077	147,233	151,368		65,929
Admin	7,294	4,967	7,249	7,783	7,500	7,500		4,216
Tourist Attraction	14,588	9,935	14,498	15,566	15,000	15,000		8,432
Change in Designated Fund Balance	(1,740)	25,823	21,374	20,235	(19,733)	(23,868)	150,206	5,748
Charitable Gambling Revenue	5,342	5,359	12,181	14,257	13,000	14,000		8,555
Expenses paid from Gambling Revenue								
Gambling Expenses	-	-	2,645	1,198	5,000	5,000		956
Change in Designated Fund Balance	5,342	5,359	9,536	13,059	8,000	9,000	62,811	7,598
Police Forfeitures	-	-	9,810	-	-	-		-
Expenses paid from Police Forfeitures								
Donation to First Witness	-	-	-	1,000	-	1,000		-
Change in Designated Fund Balance	-	-	9,810	(1,000)	-	(1,000)	21,722	-
Public Safety Fund - Transfers In								
Lease Proceeds			802,215					
Transfers In	-	-		80,067	80,000	90,000		-
Interest	-	-	-	392	-	-		-
Expenses paid from Public Safety Fund								
Lease Payments	-	-	-	61,488	63,428	76,430		63,428
Interest	-	-	-	24,202	22,261	20,259		22,261
Capital Purchases	-	-	802,215	22,742	-	-		-
Change in Designated Fund Balance	-	-	-	(27,973)	(5,690)	(6,690)	180,657	(85,690)

City of Proctor
2024 Tax Levy Analysis

Actual for 2023	
General Fund 2023 Amount	1,557,217.00
Bonded Debt Amount for 2024	244,516.86
2023 Initial Levy w/o increase	1,801,733.86
Amount of General Fund Levy	1,557,217.00
4% uncollectible amount	62,288.68
2023 Budgeted General Fund Levy	1,494,928.32

Bonded Debt Levy	2024	2023
2015A	50,780.93	51,665.00
2016A	121,839.60	117,749.82
2018A	145,782.48	139,692.48
2018A Sewer	(30,570.19)	(26,160.19)
2018A Water	(43,315.96)	(44,785.96)
2023A	-	
	244,516.86	238,161.15

Will be \$153,385 in 2025

Budget for 2024 @ 1%	
General Fund 2023 Amount	1,494,928.32
Bonded Debt Amount for 2024	244,516.86
2023 Initial Levy w/o increase	1,739,445.18
2023 Levy	1,795,378.00
1% increase	17,953.78
2024 Propsed Levy	1,813,331.78
Bonded Debt Amount for 2024	(244,516.86)
Amount of General Fund Levy	1,568,814.92
4% uncollectible amount	62,752.60
Budgeted General Fund Levy	1,506,062.32
% General Fund increase	0.7%

Budget for 2024 @ 2%	
General Fund 2023 Amount	1,494,928.32
Bonded Debt Amount for 2024	244,516.86
2023 Initial Levy w/o increase	1,739,445.18
2023 Levy	1,795,378.00
2% increase	35,907.56
2024 Propsed Levy	1,831,285.56
Bonded Debt Amount for 2024	(244,516.86)
Amount of General Fund Levy	1,586,768.70
4% uncollectible amount	63,470.75
Budgeted General Fund Levy	1,523,297.95
% General Fund increase	1.9%

Budget for 2024 @ 3%	
General Fund 2023 Amount	1,494,928.32
Bonded Debt Amount for 2024	244,516.86
2023 Initial Levy w/o increase	1,739,445.18
2023 Levy	1,795,378.00
3% increase	53,861.34
2024 Propsed Levy	1,849,239.34
Bonded Debt Amount for 2024	(244,516.86)
Amount of General Fund Levy	1,604,722.48
4% uncollectible amount	64,188.90
Budgeted General Fund Levy	1,540,533.58
% General Fund increase	3.1%

ESTIMATED Home Impact By Value With 3% Levy Increase				
Value	2023 City Tax	2024 City Tax	Annual Difference	
\$150,000	\$884.67	\$873.64	-\$11.03	
\$250,000	\$1,474.44	\$1,456.07	-\$18.38	
\$350,000	\$2,064.22	\$2,038.49	-\$25.73	
ESTIMATED Home Impact By Value With 2% Levy Increase				
Value	2023 City Tax	2024 City Tax	Annual Difference	
\$150,000	\$884.67	\$865.16	-\$19.51	
\$250,000	\$1,474.44	\$1,441.93	-\$32.51	
\$350,000	\$2,064.22	\$2,018.70	-\$45.52	
ESTIMATED Home Impact By Value With 1% Levy Increase				
Value	2023 City Tax	2024 City Tax	Annual Difference	
\$150,000	\$884.67	\$856.68	-\$27.99	
\$250,000	\$1,474.44	\$1,427.79	-\$46.65	
\$350,000	\$2,064.22	\$1,998.91	-\$65.31	

Net Bonding Capacity	
Market Value 2023	\$280,831,100
Net debt limit 3%	8,424,933
Liabilities as of 12/31/23*	
Series 2023A	(2,560,000)
Series 2018A	(2,185,000)
Series 2016A	(1,655,000)
Series 2015A	(65,000)
Leases Payable	(661,299)
Net Bonding Capacity	1,298,634

*Note - Improvement bonds and lease purchase transactions under \$1 million are not officially subject to the debt limit so our Legal Debt Margin is \$8,424,933.

Tax Rate Analysis By Year

City of Proctor
2024 Tax Levy Analysis

Year	Tax Capacity	Increase (Decrease) in Capacity	Levy	Tax Rate	Increase (Decrease) in Levy Amount	Increase (Decrease) in Tax Rate
2024 @ 1%	\$3,175,059	4.3%	\$1,813,332	0.5711175	1.0%	-3.2%
2024 @ 2%	\$3,175,059	4.3%	\$1,831,286	0.5767721	2.0%	-2.2%
2024 @ 3%	\$3,175,059	4.3%	\$1,849,239	0.5824268	3.0%	-1.2%
2023	\$3,044,160	7.6%	\$1,795,378	0.5897778	6.2%	-1.4%
2022	\$2,832,456	3.8%	\$1,691,125	0.5970526	0.0%	-0.8%
2021	\$2,828,129	3.6%	\$1,691,125	0.5979661	3.0%	-0.6%
2020	\$2,728,559	7.8%	\$1,641,869	0.6017349	5.7%	-1.9%
2019	\$2,530,079	5.2%	\$1,552,595	0.6136548	4.8%	-0.4%
2018	\$2,405,669	6.5%	\$1,482,121	0.6160951	6.0%	-0.4%
2017	\$2,259,669	8.5%	\$1,397,970	0.6186614	4.0%	-4.2%
2016	\$2,082,352	0.6%	\$1,344,202	0.6455210	12.9%	12.2%
2015	\$2,069,582	3.6%	\$1,191,088	0.5755209	9.3%	5.5%
2014	\$1,997,654	0.4%	\$1,089,762	0.5455209	0.0%	-0.4%
2013	\$1,989,520	-0.6%	\$1,089,762	0.5477512	0.2%	0.8%
2012	\$2,002,220	-9.9%	\$1,088,043	0.5434183	0.2%	11.2%
2011	\$2,223,435		\$1,086,337	0.4885850		

City of Proctor
2024 Tax Levy Analysis

Actual for 2023	
General Fund 2023 Amount	1,557,217.00
Bonded Debt Amount for 2024	244,516.86
2023 Initial Levy w/o increase	1,801,733.86
Amount of General Fund Levy	1,557,217.00
4% uncollectible amount	62,288.68
2023 Budgeted General Fund Levy	1,494,928.32

Bonded Debt Levy	2024	2023
2015A	50,780.93	51,665.00
2016A	121,839.60	117,749.82
2018A	145,782.48	139,692.48
2018A Sewer	(30,570.19)	(26,160.19)
2018A Water	(43,315.96)	(44,785.96)
2023A	-	
	244,516.86	238,161.15

Will be \$153,385 in 2025

Budget for 2024 @ 4%	
General Fund 2023 Amount	1,494,928.32
Bonded Debt Amount for 2024	244,516.86
2023 Initial Levy w/o increase	1,739,445.18
2023 Levy	1,795,378.00
4% increase	71,815.12
2024 Propsed Levy	1,867,193.12
Bonded Debt Amount for 2024	(244,516.86)
Amount of General Fund Levy	1,622,676.26
4% uncollectible amount	64,907.05
Budgeted General Fund Levy	1,557,769.21
% General Fund increase	4.2%

Budget for 2024 @ 5%	
General Fund 2023 Amount	1,494,928.32
Bonded Debt Amount for 2024	244,516.86
2023 Initial Levy w/o increase	1,739,445.18
2023 Levy	1,795,378.00
5% increase	89,768.90
2024 Propsed Levy	1,885,146.90
Bonded Debt Amount for 2024	(244,516.86)
Amount of General Fund Levy	1,640,630.04
4% uncollectible amount	65,625.20
Budgeted General Fund Levy	1,575,004.84
% General Fund increase	5.4%

Budget for 2024 @ 6%	
General Fund 2023 Amount	1,494,928.32
Bonded Debt Amount for 2024	244,516.86
2023 Initial Levy w/o increase	1,739,445.18
2023 Levy	1,795,378.00
6% increase	107,722.68
2024 Propsed Levy	1,903,100.68
Bonded Debt Amount for 2024	(244,516.86)
Amount of General Fund Levy	1,658,583.82
4% uncollectible amount	66,343.35
Budgeted General Fund Levy	1,592,240.47
% General Fund increase	6.5%

ESTIMATED Home Impact By Value With 6% Levy Increase				
Value	2023 City Tax	2024 City Tax	Annual Difference	
\$150,000	\$884.67	\$899.09	\$14.42	
\$250,000	\$1,474.44	\$1,498.48	\$24.03	
\$350,000	\$2,064.22	\$2,097.87	\$33.64	
ESTIMATED Home Impact By Value With 5% Levy Increase				
Value	2023 City Tax	2024 City Tax	Annual Difference	
\$150,000	\$884.67	\$890.60	\$5.94	
\$250,000	\$1,474.44	\$1,484.34	\$9.90	
\$350,000	\$2,064.22	\$2,078.08	\$13.85	
ESTIMATED Home Impact By Value With 4% Levy Increase				
Value	2023 City Tax	2024 City Tax	Annual Difference	
\$150,000	\$884.67	\$882.12	-\$2.54	
\$250,000	\$1,474.44	\$1,470.20	-\$4.24	
\$350,000	\$2,064.22	\$2,058.28	-\$5.94	

Net Bonding Capacity	
Market Value 2023	\$280,831,100
Net debt limit 3%	8,424,933
Liabilities as of 12/31/23*	
Series 2023A	(2,560,000)
Series 2018A	(2,185,000)
Series 2016A	(1,655,000)
Series 2015A	(65,000)
Leases Payable	(661,299)
Net Bonding Capacity	1,298,634

*Note - Improvement bonds and lease purchase transactions under \$1 million are not officially subject to the debt limit so our Legal Debt Margin is \$8,424,933.

Tax Rate Analysis By Year

City of Proctor
2024 Tax Levy Analysis

Year	Tax Capacity	Increase (Decrease) in Capacity	Levy	Tax Rate	Increase (Decrease) in Levy Amount	Increase (Decrease) in Tax Rate
2024 @ 4%	\$3,175,059	4.3%	\$1,867,193	0.5880814	4.0%	-0.3%
2024 @ 5%	\$3,175,059	4.3%	\$1,885,147	0.5937360	5.0%	0.7%
2024 @ 6%	\$3,175,059	4.3%	\$1,903,101	0.5993907	6.0%	1.6%
2023	\$3,044,160	7.6%	\$1,795,378	0.5897778	6.2%	-1.4%
2022	\$2,832,456	3.8%	\$1,691,125	0.5970526	0.0%	-0.8%
2021	\$2,828,129	3.6%	\$1,691,125	0.5979661	3.0%	-0.6%
2020	\$2,728,559	7.8%	\$1,641,869	0.6017349	5.7%	-1.9%
2019	\$2,530,079	5.2%	\$1,552,595	0.6136548	4.8%	-0.4%
2018	\$2,405,669	6.5%	\$1,482,121	0.6160951	6.0%	-0.4%
2017	\$2,259,669	8.5%	\$1,397,970	0.6186614	4.0%	-4.2%
2016	\$2,082,352	0.6%	\$1,344,202	0.6455210	12.9%	12.2%
2015	\$2,069,582	3.6%	\$1,191,088	0.5755209	9.3%	5.5%
2014	\$1,997,654	0.4%	\$1,089,762	0.5455209	0.0%	-0.4%
2013	\$1,989,520	-0.6%	\$1,089,762	0.5477512	0.2%	0.8%
2012	\$2,002,220	-9.9%	\$1,088,043	0.5434183	0.2%	11.2%
2011	\$2,223,435		\$1,086,337	0.4885850		

City of Proctor								
Capital Needs								
As of 9/4/2023								
Department	Description	2021	2022	2023	2024	2025	2026	2027
	<u>General Fund</u>							
Street	Street/Park Truck		24,541					
Street	Sand/Salt Shed		110,000	126,498				
Street	40 Foot Storage Conatiner		8,200					
Fire	SCBA Units (matching amount)	20,392	15,200					
Fire	Ladder Truck Accessories		7,566					
Street	Plow Truck (Captial Lease \$190K 5yrs 3% interest) -replaces 1985 Ford Dump				43,875	41,500	41,500	41,500
Street	1989 Sign Truck/Sewer Truck				52,500			
Street	Small Salt/PUC Garage			218,926				
Street	Sand/Salt Shed paving (split with PUC)				25,000			
Street	Grader (Captial Lease \$240K 5yrs 3% interest)						52,500	52,500
Street	Loader (Capital Lease \$180K 5yrs 3% interest)					39,500	39,500	39,500
Fire	Fire Hall Addition on donated land					300,000		
		20,392	165,507	345,424	121,375	381,000	133,500	133,500
	<u>Grants</u>							
Fire	FEMA Grant for SCBA Units and Excraction Equipment	130,585	24,944					
Fire	ARPA for remaining SCBA Units	21,404						
Street	Small Cities Road Fund from State of MN - For Engineering Fees for 2nd St	7,601	44,371					
Street	ARPA for Sand/Salt Shed		200,000					
Street	MN Bonding for Sand/Salt Shed			500,000				
Parks	CDBG Grant for Playground for Everybody	50,000						
Parks	DNR Grant for Playground for Everybody		180,000	20,000				
Street	LRIP Grant for 2nd Street			1,000,000				
Storm	LRIP Grant for 2nd Street			250,000				
Street	County funds for 2nd Street			35,000				
Parks	ARPA - Park Improvments (PGE \$10K, Pickleball \$50K, 3rd St. \$10K)			70,000				
Street	ARPA - Sidewalk improvments			39,502				
		209,589	449,314	1,914,502	-	-	-	-
	<u>Donations</u>							
Parks	Playground for Everybody (ISD 709 and R3AD in 2023)		57,782	25,000				
Fire	Thermal Imaging Cameras			8,600				
		-	57,782	33,600	-	-	-	-
	<u>Closed Bond Fund Transfers</u>							
Street	Sand/Salt Shed	51,587	36,364	62,049				
	<u>Insurance Proceeds</u>							
City Hall	Boilers		51,000					
	<u>Capital Projects/Capital Equipment Fund</u>							
Street	Street/Park Truck (remaining balance of Capital Equipment Fund)		11,092					
City Hall	City Hall Improvement Fund		18,155					
		-	29,247	-	-	-	-	-
	<u>2023 Additional State Aid for Public Safety (\$135,522)</u>							
Police	Police Squad Car			65,000				
Fire	21 Fire Helmets, 19 sets dual cert gear, Hose			55,000				
		-	-	120,000	-	-	-	-

City of Proctor								
Capital Needs								
As of 9/4/2023								
Department	Description	2021	2022	2023	2024	2025	2026	2027
	<u>Public Safety Fund</u>							
Balance		264,289	221,008	193,036	188,201	128,367	133,533	32,491
Receipts		65,718	80,459	80,000	90,000	90,000	90,000	90,000
Police	Police Squad Car (5 yr Captial Lease)	27,637	33,034	10,292	10,292	10,292		
Police	Police Squad Car				65,000			
Police	Police Squad Car						65,000	
Police	Police Squad Car							
Fire	Fire Truck (10 year capital lease - 2021)	81,363	75,397	74,542	74,542	74,542	74,542	74,542
Fire	Replace 2004 Pierce Fire Truck - Engine #2 (Assume \$550K 10 year lease)						51,500	51,500
Fire	Replace 1993 Spartan Fire Truck - Engine #1 (Assume \$590K 10 year lease)							
		108,999	108,431	84,834	149,834	84,834	191,042	126,042
	<u>Food & Beverage Tax Funds</u>							
Balance		414,177	479,203	551,876	453,485	468,485	533,485	598,485
Receipts		65,026	72,673	57,900	65,000	65,000	65,000	65,000
	Trails		-	50,000	50,000			
	2nd Street Trail			106,291				
		-	-	156,291	50,000	-	-	-
	<u>Sales Tax Funds</u>							
Balance		931,179	1,147,149	1,401,649	1,544,151	1,557,995	1,601,995	1,645,995
Receipts		400,603	495,866	460,000	460,000	460,000	460,000	460,000
General	3rd Avenue and 12th Street	6,743	6,743	6,743	6,743			
General	Operating Transfer for bond payments	90,000	58,099	50,000	40,000	50,000	50,000	50,000
City Hall	City Hall Boilers		83,265					
City Hall	City Hall - Year 4 HVAC work				50,000			
City Hall	City Hall Upgrades and Repairs		16,735	100,000	50,000	100,000	100,000	100,000
Parks	Playground for Everybody		30,000	18,047				
Parks	3rd Street Blacktop park			50,000				
Storm	1st Street Storm Sewer				50,000			
Street	Sidewalks			10,498	50,000	50,000	50,000	50,000
Street	General Street Repair	82,619	41,119	77,210	83,413	100,000	100,000	100,000
Street	Westgate mill and overlay				100,000			
Street	7th Avenue mill and overlay					100,000		
Street	8th Avenue mill and overlay						100,000	
Street	Chipsealing				10,000	10,000	10,000	10,000
Street	Dust Control	5,270	5,405	5,000	6,000	6,000	6,000	6,000
		184,632	241,366	317,498	446,156	416,000	416,000	316,000

City of Proctor								
Capital Needs								
As of 9/4/2023								
Department	Description	2021	2022	2023	2024	2025	2026	2027
	<u>Bonding/Assessments</u>							
General Bonding	Almac & 6th Street	1,612,583						
Water Bonding	Almac & 6th Street	621,851						
Sewer Bonding	Almac & 6th Street	395,936						
Street	Boundary Avenue closeout		24,574					
General Bonding (2023A - \$755,000)	2nd Street - North 9th Ave to North 5th			60,176				
General Bonding (2023A - \$755,000)	3rd Street - North Ugstad to North 9th Ave			117,986				
General Bonding (2023A - \$755,000)	North 9th Avenue from 1st Street to 4th Street			233,378				
Sewer Bonding (2023A - \$545,000)	2nd Street - North 9th Ave to North 5th			400,206				
Sewer Bonding (2023A - \$545,000)	3rd Street - North Ugstad to North 9th Ave			15,738				
Sewer Bonding (2023A - \$545,000)	North 9th Avenue from 1st Street to 4th Street			21,503				
Storm Sewer Bonding (2023A - \$310,000)	2nd Street - North 9th Ave to North 5th			150,783				
Storm Sewer Bonding (2023A - \$310,000)	3rd Street - North Ugstad to North 9th Ave			49,030				
Storm Sewer Bonding (2023A - \$310,000)	North 9th Avenue from 1st Street to 4th Street			5,027				
Water Bonding (2023A - \$950,000)	2nd Street - North 9th Ave to North 5th			617,055				
Water Bonding (2023A - \$950,000)	North 9th Avenue from 1st Street to 4th Street			122,971				
Water Bonding (2023A - \$950,000)	3rd Street - North Ugstad to North 9th Ave			26,504				
Cost of Bond Issuance	2nd street project (3rd and 9th)			77,974				
Professional Fees (SEH)	2nd street project (3rd and 9th)		125,544	536,124				
Street	Reoffering Premium on 2023A - for Sand/Salt Garage			147,574				
CIP	3rd Street - 8th Ave to Ugstad Rd - 9th to Ugstad planned for 2023 - does this change the CIP#					1,324,000		
CIP	1st Street - 1st Ave to 2nd Ave						747,000	
CIP	S. 1st Ave - Hwy 2 to Alice St							1,063,000
CIP	Acacia Ave - North of Cypress Drive to Bass Blvd							
Water/Sewer	Water/Sewer Extension to Hovland					1,080,000		
	Total	2,630,371	150,118	2,582,028	-	2,404,000	747,000	1,063,000
	<u>Liquor Store</u>							
Liquor	Compressor/Cooler							
Liquor	Cooler Doors			7,200				
Liquor	Large Sign bulbs			1,200				
Liquor	Cooler Remodel		19,120					
Liquor	Ceiling Lights			4,000				
Liquor	Floors				10,000			
Liquor	Sidewalks					10,000		
Liquor	Plumbing						5,000	
		-	19,120	12,400	10,000	10,000	5,000	-
	<u>PUC</u>							
PUC	Small Salt/PUC Garage			366,500				
PUC	Water Tower Maintence and Repainting							
PUC	Lead Line Replacement							
PUC	Sand, Salt, Garage Paving (Split with Streets)				25,000			
		-	-	366,500	25,000	-	-	-
	<u>Sewer Fund</u>							
Sewer	1989 Sign Truck/Sewer Truck				52,500			
	<u>Stormwater</u>							
Storm	Stormwater							

City of Proctor
Police Squad Build
September 15, 2023

	HISTORY							2023 QUOTES	
	2012 Dodge	2013 Dodge Charger	2013 Dodge Ram*	2016 Durango*	2017 Ford Explorer	2018 Dodge Charger	2021 Durango	2023 Chev Silverado	2023 Tahoe
Vehicle Purchase	22,610.00	22,924.00	24,992.00	39,998.20	27,182.00	24,094.00	53,500.00	45,471.00	39,390.20
Title						21.75			
Camera	6,367.50				5,040.00	5,040.00	5,340.00	6,000.00	6,000.00
Supplies	17,495.80				5,506.37	9,513.51			
Murphy's		8,333.28							
Kustom Signals		1,733.82			534.85				
Stoptech rack kit		884.00							
Elite Tinting-Graphics		1,022.66					1,170.00	900.00	900.00
Seat Belt Extenders							31.48		
Applied Concepts - Radar, etc.							3,080.00		
Emergency Automotave Tech							15,967.63	18,776.31	18,776.31
Microphone							78.00		
Watchguard							4,475.00		
Squad Computer							872.98		
	46,473.30	34,897.76	24,992.00	39,998.20	38,263.22	38,669.26	84,515.09	71,147.31	65,066.51

* Build out costs not readily available

	State bids for 2023				Shakopee	Coon Rapids	Hawley	Renville	Fargo	Hastings
	Dodge Charger	Chevy Tahoe	Ford Explorer	Chevy Truck	Budget	Budget	2023 Tahoe	2022 Ford Edge	2023 Dodge Charger	Budget
Vehicle Purchase	37,000.00	40,000.00	43,000.00	47,000.00			45,000.00	36,051.00	34,000.00	
Camera	6,000.00	6,000.00	6,000.00	6,000.00					10,000.00	
Elite Tinting-Graphics	900.00	900.00	900.00	900.00				1,000.00		
Emergency Automotave Tech	18,750.00	18,750.00	18,750.00	18,750.00			25,000.00	17,781.00	16,000.00	
Squad Computer								3,653.00		
	62,650.00	65,650.00	68,650.00	72,650.00	85,000.00	65,000.00	70,000.00	58,485.00	60,000.00	63,000.00

Chad Ward
Mayor

City of Proctor

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

Jess Rich
City Administrator

You Have a Place in Proctor

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

6B

Date: September 15, 2023
To: Proctor City Council
From: Jess Rich, Administrator
Re: PACC Lease Agreement with ISD 704

The PACC lease agreement with ISD 704 expired on July 1, 2023. I met with school officials to discuss lease renewal and recommend the following for a new lease.

- 10-year term with a year five (5) review.
- Initial increase in monthly rent from \$625 to \$850, an increase of \$25 per month in years 2023/2024, 2025, 2026, 2027 and 2028 and \$1,000 per month for years 2029-2033.
- 60 day opt out clause for both parties.

LEASE AGREEMENT

This Lease is made as of July 1, 2018 by and between the City of Proctor, a municipal corporation under the law of the State of Minnesota ("Lessor") and Independent School District No. 704, a body politic under the laws of Minnesota ("Lessee").

1. **Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term and upon the conditions hereinafter provided, that portion of Proctor Community Activity Center as indicated on that certain drawing, which shall be identified as Exhibit A. The parties agree that Lessee is leasing approximately 1,500 square feet of the total floor space of Proctor Community Activity Center, which is located at 100 Pionk Drive, Proctor, MN 55810 (hereinafter referred to as the "Leased Premises"). The parties explicitly acknowledge that Lessee shall have access to the Community Activity Center's common areas and corridors in order to enter into the Leased Premises.

2. **Term.** ~~Lessor, in consideration of the payment of rents and the performance by~~ Lessee of the covenants hereinafter set forth, hereby demises and leases the Leased Premises to Lessee for the sole purpose of providing educational facilities. The term of this Agreement shall commence on July 1, 2018 and terminate on July 1, 2023.

Lessor, upon agreement by Lessee, shall have the right to extend this Lease for an additional term. Less shall automatically renew unless notice is given to to Lessee on or before July 1, 2023.

3. **Rent.** During the initial term of this Lease, Lessee agrees to pay monthly rent of \$625.00. Said monthly rent shall be paid at lease annually on the first day of December when due commencing December 1, 2018.

Lessor stipulates and agrees to pay the cost to maintain the common areas except where excessive PACC customer use causes cleaning and maintenance above and beyond normal cleaning and maintenance costs, which will be determined at Lessor's sole discretion.

The annual rent may be reviewed on August 1 of each year. The parties hereto stipulate and agree that City usage of PACC area will be taken into consideration in calculating said rent adjustment.

4. **Surrender of Premises/Condition of Premises.** Lessee shall surrender the Leased Premises at the end of the lease term, or any extension thereof, in the same condition as when it took possession.

5. **Compliance with Laws, Rules and Regulations; Fire Prevention.** Lessee shall comply with all local, county, state and federal laws, rules, regulations and requirements applicable to the Leased Premises at its own expense. Lessee shall not permit the Leased Premises to be occupied for any purpose deemed to be disreputable or hazardous on account of fire.

6. **Assignment and Sublease.** Lessee shall not assign or sublease the Leased Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the Leased Premises or any part thereof (this excludes Lessee's normal subleases as documented at time of move in and also new subleases providing they follow similar Lessee guidelines) without first obtaining the written consent of Lessor. The consent by

Lessor shall not be a consent to the subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease or license to occupy by Lessee shall be void. The interest of Lessee in this Lease is not assignable by operation of law without the written consent of Lessor.

Lessee shall be permitted the use of other public rooms, subject to their availability. The scheduling for such rooms will be coordinated between the parties hereto, and shall be done pursuant to rental policies to be established by Lessor and Lessee. The scheduling of the leased premises shall be the responsibility of the Lessee and Lessor shall be given preference over all other potential users.

7. Effect of Damage to or Destruction of Premises. If the Lease Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease not resulting from Lessee's neglect or fault, Lessor shall with due diligence repair, restore, rebuild or replace the Leased Premises or portions thereof destroyed or damaged so that the property shall be substantially the same as prior to such damage. If the destruction or damage amounts to more than fifty percent (50%) of the insurable value of the Leased Premises, and such damage or destruction occurs within two (2) months of the expiration date of this Lease, Lessor may, at its option, cancel and terminate the Lease by giving written notice thereof to the Lessee within thirty (30) days after the date such damage or destruction has occurred. In such event, this Lease shall terminate on the date specified in such notice, and Lessor shall not be obligated to rebuild or repair. In the event of such damage or destruction, rent under this Lease shall be abated from the time during which, and to the extent which, the Leased Premises may not be used by Lessee. Lessee shall be entitled to receive a pro rata refund out of any advance rent paid by it for the period during which the Leased Premises were unusable by reason of the destruction or damage.

8. Lessor to Have Access. Lessor hereby expressly reserves his right and/or the right of his agents to enter the Leased Premises and/or any part thereof, at any time in the event of emergency. Furthermore, Lessor may enter the Leased Premises at all reasonable hours to make inspection and repairs, to exhibit the Leased Premises to prospective tenants, or others, and to perform any acts related to safety, protection, preservation, or improvement of the Leased Premises. Lessor or his agents shall have the right to place a sign on the exterior of the Leased Premises such as "To Let" and Lessee shall allow such sign to remain on the building so long as it does not interfere with Lessee's use or occupancy. In addition, Lessor shall have the right to allow public use of the Leased Premises after receiving written permission from Lessee for such use, which permission shall not be unreasonably withheld.

Lessor and Lessee shall agree upon staffing.

Lessee shall have the right to peacefully hold and enjoy the Leased Premises as provided herein without unreasonable hindrance or interruption by Lessor or any person.

Lessee shall furnish and equip Leased Premises at their own expense with the exception of the Computer Technology Center which is the responsibility of Lessor.

9. Notices. Lessor and Lessee acknowledge that it is extremely important that rent be paid in a timely manner as required by this Lease. Since the parties recognize that time is of the essence in this matter, Lessor agrees to give written notice to Lessee of any default committed under this Lease by a Sublease. Any notice which is to be given to Lessee shall be deemed

sufficiently given if hand delivered or sent by Certified or Registered Mail, postage prepaid, addressed as follows:

Lessor: City of Proctor, 100 Pionk Dr, Proctor, MN 55810

Lessee: ISD No. 704, Community Education, 131 9th Ave, Proctor, MN 55810

10. Insurance. Lessee agrees to purchase, in advance, and to carry in full force and effect insurance coverage, the scope, amount to meet statutory tort liability limits set by Minnesota for cities. Lessee shall also cause Lessor to be named on such insurance as an additional insured. Lessee shall produce proof of such insurance coverage to Lessor upon Lessor's demand.

A. Lessee is responsible for its own insurance to cover its own contents located in the Leased Premises, and all of the personal property and equipment included in the Leased Premises. Lessor shall not be liable for any damage to the property or person of any of the Lessee's officers, employees, agents, invites, or guests from perils customarily covered by fire and extended coverage insurance, liability insurance, or acts of God. Lessee shall maintain fire insurance and extended coverage on the interior of the Leased Premises in an amount which is adequate to cover the cost of equipment and trade fixtures. Lessor shall be responsible for fire extended coverage for the Leased Premises by a responsible insurance company authorized to do extended coverage insurance in Minnesota.

B. Should the Lessee fail to keep in effect and pay for such insurances as it is in this section required to maintain, Lessor may do so, in which event the insurance premiums paid by Lessor shall become due and payable forthwith and failure of Lessee to pay the same on demand shall constitute a breach of this Lease.

11. Improvements of Additions by Lessee/Maintenance. During the term of this Lease, Lessee shall have the right and privilege of remodeling or altering the interior of the Leased Premises, complying with all codes, ordinances, and laws in effect at the time of remodeling. No alterations or improvements affecting the structural portion of the building shall be made by Lessee without written consent of Lessor. Lessee shall be permitted, within thirty (30) days after the expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided, however, that it repairs any damage to the premises caused by such removal or pays for any damages caused by such removal and further provided that any such addition or improvement not removed within thirty (30) days, shall be deemed abandoned and shall, thereupon, become the property of Lessor to cover Lessee's obligations with any excess funds going back to Lessee. The parties specifically agree as follows:

A. Lessee shall complete all renovations and repairs (including electrical, plumbing, etc.) that it deems necessary for its occupancy of the Leased Premises. (This only refers to renovations and repairs not in original bid construction plans.)

B. Lessee shall perform all routine maintenance associated with its use, including snow removal outside of the City's normal snow removal schedule, and janitorial services.

C. Lessee shall comply with all terms of City policy for rental of non-PACC portions of the Proctor Community Activity Center.

D. Lessee revenues generated from fees, rentals and the like during Lessee's allotted hours, will be used to offset Lessee's share of operating costs (rent).

12. **Holding Over.** The failure of Lessee to surrender the Leased Premises upon the termination of the original lease term or extension, and subsequent holding over by Lessee, without consent of the Lessor, shall result in the creation of a tenancy for month to month at a monthly rental of 110% of the rent for the previous term, payable on the first day of each month during the month to month tenancy. This provision does not give Lessee any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month to month tenancy hereunder.

13. **Default.** If Lessee defaults in compliance with any term of covenant on Lessee's part herein contained to be performed; or if Lessee shall assign this Lease, or the "Leased Premises by sublet, either voluntarily or by operation of law except as herein expressly provided; or if Lessee shall fail to pay when due any rental charge or any other sum payable hereunder; then in any one of more of such events (hereinafter referred to as "Event of Default"), Lessor shall have the following rights:

A. Immediately enter the Leased Premises by summary proceedings and dispossess Lessee and all other occupants therefrom, removing all of Lessee's property, storing the same at Lessee's expense, and without Lessor being guilty of trespass or liable for any loss or damage occasioned thereby.

B. Terminate this Lease by giving Lessee thirty (30) days' written notice and upon the expiration of said thirty day period this Lease and the term hereof shall end and expire.

C. Immediately reenter the Leased Premises and relet the same for Lessee's account, and Lessee agrees to apply all of Lessor's costs associated with such reletting, including the costs of redecorating and remodeling and Lessee shall be liable for any difference in the rentals received by Lessor from any such new lessee and the rentals reserved hereunder. Notwithstanding anything in this Lease to the contrary, Lessee's liability upon default shall be limited to an amount which is equivalent to three (3) month's rent.

14. **Lessee's Remedies on Default.** In the event of any default by Lessor in the performance of any promise or obligation to be kept or performed hereunder and the default continues for a period of thirty (30) days after receipt by Lessor of a written notice from Lessee specifying the default, in such event Lessee, at its election, may declare this Lease terminated and void and vacate the Leased Premises within an additional period of thirty (30) days, paying rent only to the date of said vacating.

15. **Non-liability of Lessor for Damages.** Lessor shall not be responsible for liability or damage claims for injury to persons or property for any cause relating to the occupancy (excluding community activities for betterment of Proctor citizens) of the Leased Premises by Lessee. Lessee shall indemnify Lessor from all liability, loss, or other damage claims for obligations results from any injuries or losses of this nature, including reasonable attorneys' fees and court costs incurred by Lessor in defending any such claims, except when caused by the negligence of Lessor or her agents.

16. Entire Agreement. No alternation, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

17. Waiver. No wavier by either of the parties hereto of any provision or breach hereof, shall be deemed a waiver of any other provision in this Lease nor set precedence. The Lessor's or Lessee's consent to or approval of any act shall not be deemed to set precedence.

If at any time under the provisions of this Lease the consent of the Lessor is required, it shall not be unreasonably withheld.

18. Law. This Lease and the performance hereunder shall be governed by the laws of the State of Minnesota.

19. Severability. Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

20. Binding. This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restriction and limitations contained herein, their respective heirs, successors and assigns.


IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY OF PROCTOR
("LESSOR")

By: 
Its: Mayor

Attest: 
City Administrator

INDEPENDENT SCHOOL DISTRICT NO. 704
("LESSEE")

By: 
Its: Superintendent

Attest: 

LEASE AGREEMENT

This Lease is made as of _____, 2023 by and between the City of Proctor, a municipal corporation under the law of the State of Minnesota ("Lessor") and Independent School District No. 704, a body politic under the laws of Minnesota ("Lessee").

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term and upon the conditions hereinafter provided, that portion of Proctor Area Community Center (PACC) as indicated on that certain drawing, which shall be identified as Exhibit A. The parties agree that Lessee is leasing approximately 1,500 square feet of the total floor space of PACC, which is located at 100 Pionk Drive, Proctor, MN 55810 (hereafter referred to as the "Leased Premises"). The parties explicitly acknowledge that Lessee shall have access to the PACC common areas and corridors in order to enter into the Leased Premises.

2. Term. Lessor, in consideration of the payment of rents and the performance by Lessee of the covenants hereinafter set forth, hereby demises, and leases the Leased Premises to Lessee for the sole purpose of providing educational facilities. The term of this Agreement shall commence on July 1, 2023, and terminated on June 30, 2033.

3. Rent. Lessee agrees to pay monthly rent, based on the following schedule:

A.	2024	\$850.00 per month
B.	2025	\$875.00 per month
C.	2026	\$900.00 per month
D.	2027	\$925.00 per month
E.	2028	\$950.00 per month
F.	2029	\$1,000.00 per month
G.	2030	\$1,000.00 per month
H.	2031	\$1,000.00 per month
I.	2032	\$1,000.00 per month
J.	2033	\$1,000.00 per month

Said monthly rent shall be paid on the first day of the month when due commencing July 1, 2023.

Lessor stipulates and agrees to pay the cost to maintain the common areas except where excessive PACC customer use causes cleaning and maintenance above and beyond normal cleaning and maintenance costs, which will be determined at Lessor's sole discretion.

The annual rent may be reviewed in the fifth year of this agreement.

4. Surrender of Premises/Condition of Premises. Lessee shall surrender the Leased Premises at the end of the lease term, or any extension thereof, in the same condition as when it took possession.

5. Option to Terminate. Either party may at any time during the terms hereunder terminate this Lease by giving notice to the other party of the same in writing with sixty (60) days' notice. Upon the expiration of this notice, this Lease shall end with no further liability for either party except for any existing breaches.

6. Compliance with Laws, Rules and Regulations; Fire Prevention. Lessee shall comply with all local, county, state and federal laws, rules, regulations, and requirements applicable to the Leased Premises at its own expense. Lessee shall not permit the Leased Premises to be occupied for any purpose deemed to be disreputable or hazardous on account of fire.

7. Assignment and Sublease. Lessee shall not assign or sublease the Leased Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the Leased Premises or any part thereof (this excludes Lessee's normal subleases as documented at time of move in and new subleases providing, they follow similar Lessee guidelines) without first obtaining the written consent of Lessor. The consent by Lessor shall not be a consent to the subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void. The interest of Lessee in this Lease is not assignable by operation of law without the written consent of Lessor.

Lessee shall permit the use of other public rooms, subject to their availability. The scheduling for such rooms will be coordinated between the parties hereto, and shall be done pursuant to rental policies to be established by Lessor and Lessee. The scheduling of the leased premises shall be the responsibility of the Lessee, and Lessor shall be given preference of all other potential users.

8. Effect of Damage to or Destruction of Premises. If the Leased Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease not resulting from Lessee's neglect or fault, Lessor shall, with due diligence, repair, restore, rebuild, or replace the Leased Premises or portions thereof destroyed or damaged so that the property shall be substantially the same as prior to such damage. If the destruction or damage amounts to more than fifty percent (50%) of the insurable value of the Leased Premises, and such damage or destruction occurs within two (2) months of the expiration date of this Lease, Lessor may, at its option, cancel and terminate the Lease by giving written notice thereof to the Lessee within thirty (30) days after the date such damage or destruction has occurred. In such an event, this Lease shall terminate on the date specified in this notice, and Lessor shall not be obligated to rebuild or repair. In the event of such damage or destruction, rent under this Lease shall be abated from the time during which, and to the extent which, the Leased Premises may not be used by the Lessee. Lessee shall be entitled to receive a pro rata refund of any advance rent paid by it for the period during which the Leased Premises were unusable because of the destruction or damage.

9. Lessor to Have Access. Lessor hereby expressly reserves his right and/or the right of his agents to enter the Leased Premises and/or any part thereof, at any time in the event of emergency. Furthermore, Lessor may enter the Leased Premises at all reasonable hours to make inspection and repairs, to exhibit the Leased Premises to prospective tenants, or others, and to perform any acts related to safety, protection, preservation, or improvement of the Leased Premises. Lessor or his agents shall have the right to place a sign on the exterior of the Leased Premises such as "To Let" and Lessee shall allow such sign to remain on the building so long as it does not interfere with Lessee's use or occupancy. In addition, Lessor shall have the right to allow public use of the Leased Premises after receiving written permission from Lessee for such use, which permission shall not be unreasonably withheld.

Lessor and Lessee shall agree upon staffing.

Lessee shall have the right to peacefully hold and enjoy the Leased Premises as provided herein without unreasonable hindrance or interruption by Lessor or any person.

Lessee shall furnish and equip Leased Premises at their own expense with the exception of the Computer Technology Center which is the responsibility of Lessor.

10. Notices. Lessor and Lessee acknowledge that it is extremely important that rent be paid in a timely manner as required by this Lease. Since the parties recognize that time is of the essence in this matter, Lessor agrees to give written notice to Lessee of any default committed under this Lease by Sublease. Any notice which is to be given to Lessee shall be deemed sufficiently given if hand delivered or sent by Certified or Registered Mail, postage prepaid, addressed as follows:

Lessor: City of Proctor, 100 Pionk Dr, Proctor, MN 55810

Lessee: ISD No. 704, Community Education, 131 9th Ave, Proctor, MN 55810

11. Insurance. Lessee agrees to purchase, in advance, and to carry in full force and effect, insurance coverage, the scope and amount to meet statutory tort liability limits set by Minnesota for cities. Lessee shall also cause Lessor to be named on such insurance as an additional insured. Lessee shall produce proof of such insurance coverage to Lessor upon Lessor's demand.

A. Lessee is responsible for its own insurance to cover its own contents located in the Leased Premises, and all of the personal property and equipment included in the Leased Premises. Lessor shall not be liable for any damage to the property or person of any of the Lessee's officers, employees, agents, invites, or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or acts of God. Lessee shall maintain fire insurance and extended coverage on the interior of the Leased Premises in an amount which is adequate to cover the cost of equipment and trade fixtures. The lessor shall be responsible for fire extended coverage for the Leased Premises by a responsible insurance company authorized to do extended coverage insurance in Minnesota.

B. Should the Lessee fail to keep in effect and pay for such insurances as it is in this section required to maintain, Lessor may do so, in which event the insurance premiums paid by Lessor shall become due and payable forthwith and failure of Lessee to pay the same on demand shall constitute a breach of this Lease.

12. Improvements of Additions by Lessee/Maintenance. During the term of this Lease, Lessee shall have the right and privilege of remodeling or altering the interior of the Leased Premises, complying with all codes, ordinances, and laws in effect at the time of remodeling. No alterations or improvements affecting the structural portion of the building shall be made by Lessee without the written consent of Lessor. Lessee shall be permitted, within thirty (30) days after the expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided, however, that it repairs any damage to the premises caused by such removal or pays for any damages caused by such removal and further provided that any such addition or improvement not removed within thirty (30) days, shall be deemed abandoned and shall, thereupon, become the property of Lessor to cover Lessee's obligations with any excess funds going back to Lessee. The parties specifically agree as follows:

A. Lessee shall complete all renovations and repairs (including electrical, plumbing, etc.) that it deems necessary for its occupancy of the Leased Premises. (This only refers to renovations and repairs not in original bid construction plans.)

B. Lessee shall perform all routine maintenance associated with its use, including snow removal outside of the City's normal snow removal schedule, and janitorial services.

C. Lessee shall comply with all terms of City policy for rental of non-PACC portions of the building.

D. Lease revenues generated from fees, rentals and the like during Lessee's allotted hours will be used to offset Lessee's share of operating costs (rent).

13. Holding Over. The failure of Lessee to surrender the Leased Premises upon the termination of the original lease term or extension, and subsequent holding over by Lessee, without consent of the Lessor, shall result in the creation of a tenancy for month to month at a monthly rental of 110% of the rent for the previous term, payable on the first day of each month during the month-to-month tenancy. This provision does not give Lessee any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder.

14. Default. If Lessee defaults in compliance with any term of covenant on Lessee's part herein contained to be performed; or if Lessee shall assign this Lease, or the "Leased Premises" by sublet, either voluntarily or by operation of law except as herein expressly provided; or if Lessee shall fail to pay when due any rental charge or any other sum payable hereunder; then in any one or more of such events (hereinafter referred to as "Event of Default"), Lessor shall have the following rights:

A. Immediately enter the Leased Premises by summary proceedings and dispossess Lessee and all other occupants therefrom, removing all of Lessee's property, storing the same at Lessee's expense, and without Lessor being guilty of trespass or liable for any loss or damage occasioned thereby.

B. Terminate this Lease by giving Lessee sixty (30) days' written notice and upon the expiration of said thirty-day period, this Lease and the terms hereof shall end and expire.

C. Immediately reenter the Leased Premises and relet the same for Lessee's account, and Lessee agrees to apply all of Lessor's costs associated with such reletting, including the costs of redecorating and remodeling, and Lessee shall be liable for any difference in the rentals received by Lessor from any such new lessee and the rentals reserved hereunder. Notwithstanding anything in this Lease to the contrary, Lessee's liability upon default shall be limited to an amount which is equivalent to three (3) months' rent.

15. Lessee's Remedies on Default. In the event of any default by Lessor in the performance of any promise or obligation to be kept or performed hereunder and the default continues for a period of thirty (30) days after receipt by Lessor of a written notice from Lessee specifying the default, in such event, Lessee, at its election, may declare this Lease terminated and void and vacate the Leased Premises within an additional period of thirty (30) days, paying rent only to the date of said vacating.

16. Non-liability of Lessor for Damages. Lessor shall not be responsible for liability or damage claims for injury to persons or property for any cause relating to the occupancy (excluding community activities for betterment of Proctor citizens) of the Leased Premises by Lessee. Lessee shall indemnify Lessor from all liability, loss, or other damage claims for obligations resulting from any injuries or losses of this nature, including reasonable attorneys' fees and court costs incurred by Lessor in defending any such claims, except when caused by the negligence of Lessor or his agents.

17. Entire Agreement. No alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

18. Waiver. No waiver by either of the parties hereto of any provision or breach hereof shall be deemed a waiver or any other provision in this Lease nor set precedence. The Lessor's or Lessee's consent to or approval of any act shall not be deemed to set precedence.

If at any time under the provisions of this Lease the consent of the Lessor is required, it shall not be unreasonably withheld.

19. Law. This Lease and the performance hereunder shall be governed by the laws of the State of Minnesota.

20. Severability. Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from the Lease, and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

21. Binding. This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restriction and limitations contained herein, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY OF PROCTOR
("LESSOR")

By: _____
Its Mayor

Attest: _____
City Administrator

INDEPENDENT SCHOOL DISTRICT NO. 704
("LESSEE")

By: _____
Its Superintendent

Attest: _____

September 15, 2023

Re: Proctor, MN
Acacia Avenue Storm Sewer Repair
SEH No. PROCT 166073

Honorable Mayor and City Council
City of Proctor
100 Pionk Drive
Proctor, MN 55810

On Thursday, September 7, 2023, at 10:00 a.m., two (2) bids were received for the above referenced project. A summary is shown below.

	Contractor	Lump Sum Bid
1	Sinnott Contracting, LLC	\$55,800.00
2	KTM Paving, Inc.	\$66,250.00
	Engineer's Estimate	\$47,930.70

We have reviewed the low Bid for completeness and any errors and found it to be in order. If the City's budget allows, we recommend the project be awarded to Sinnott Contracting, LLC in the amount of \$55,800.00, based on their lump sum bid amount. We feel that this low bid amount is favorable for the proposed work at hand.

If the City were to choose not to award the project, it could be re-bid this winter, though, there is risk that the low bid amount could increase due to material price inflation and general construction cost inflation. Along with potential cost increases, there may be additional City maintenance costs over the winter and spring months due to the failing condition of the existing storm pipe which is proposed to be replaced.

Please call if you have any questions.

Sincerely,



Tyler Yngsdal, PE (Lic. MN)
Project Manager

mh

\\sehinc.com\panzura\pzprojects\PT\PROCT\166073\Acacia Ave Storm Repair\6-bid-const\Bids Received\L-RecommendAward.docx



Application for Payment
(Unit Price Contract)
No. 7

6D

Eng. Project No.: PROCT 166073

Location: Proctor, Minnesota

Contractor	<u>Veit & Company, Inc.</u>	Contract Date	<u>July 7, 2022</u>
	<u>14000 Veit Place</u>		
	<u>Rogers, MN 55734</u>	Contract Amount	<u>\$ 689,978.00</u>

Contract for Sand and Salt Storage Site Work

Application Date	<u>9/14/23</u>	For Period Ending	<u>9/14/23</u>
------------------	----------------	-------------------	----------------

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
		LUMP				
1	MOBILIZATION	SUM	1	1.00	\$58,800.00	\$58,800.00
2	CLEARING	ACRE	1.2	1.20	7,500.00	\$9,000.00
3	GRUBBING	ACRE	1.2	1.20	3,750.00	\$4,500.00
4	REMOVE CURB AND GUTTER	LIN FT	86	85.00	6.50	\$552.50
5	SAWING BITUMINOUS PAVEMENT	LIN FT	119	124.00	2.80	\$347.20
6	REMOVE BITUMINOUS PAVEMENT	SQ YD	84	94.00	3.20	\$300.80
7	REMOVE CONCRETE SIDEWALK	SQ FT	178	186.00	1.00	\$186.00
8	EXCAVATION - COMMON (P)	CU YD	12380	12335.00	11.50	\$141,852.50
9	SELECT GRANULAR EMBANKMENT MOD 7% (CV) (P)	CU YD	1850	1850.00	14.30	\$26,455.00
10	GEOTEXTILE FABRIC TYPE 5 (P)	SQ YD	3600	3398.00	2.20	\$7,475.60
11	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	965	920.00	33.00	\$30,360.00
12	TYPE SP 12.5 WEARING COURSE	TON	205	208.00	153.00	\$31,824.00
13	TYPE SP 12.5 NON WEARING	TON	115	119.00	155.00	\$18,445.00
14	COARSE FILTER AGGREGATE (LV)	CU YD	10	0.00	37.00	
15	STRUCTURE EXCAVATION CLASS R	CU YD	100	0.00	100.00	
16	12" RC PIPE APRON	EACH	3	3.00	2,000.00	\$6,000.00
17	4" PERF TP PIPE DRAIN	LIN FT	86	36.00	25.00	\$900.00
18	12" RC PIPE SEWER DESIGN 3006	LIN FT	103	103.00	82.00	\$8,446.00
19	8"X6" PVC WYE	EACH	1	1.00	427.00	\$427.00
20	SANITARY TRACER BOX	EACH	1	1.00	667.00	\$667.00
21	SANITARY CLEANOUT	EACH	1	1.00	897.00	\$897.00
22	6" PVC SANITARY SERVICE PIPE	LIN FT	30	30.00	87.00	\$2,610.00
23	8" PVC PIPE SEWER SDR 35	LIN FT	280	280.00	78.00	\$21,840.00
24	1" CURB STOP AND BOX	EACH	1	1.00	1,100.00	\$1,100.00
25	1" TAPPING TEE WITH	EACH	1	1.00	660.00	\$660.00
26	HYDRANT ASSEMBLY	EACH	1	1.00	11,000.00	\$11,000.00
27	CONNECT TO EXISTING WATER	EACH	1	1.00	8,300.00	\$8,300.00
28	WATER TRACER BOX	EACH	1	1.00	670.00	\$670.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
29	1" HDPE WATER SERVICE SDR 9	LIN FT	34	34.00	100.00	\$3,400.00
30	8" HDPE WATER MAIN SDR 11	LIN FT	120	120.00	114.00	\$13,680.00
31	3" POLYSTYRENE INSULATION	SQ YD	40	25.00	54.00	\$1,350.00
32	CASTING ASSEMBLY	EACH	2	2.00	1,200.00	\$2,400.00
33	CONNECT TO EXISTING	EACH	2	2.00	2,340.00	\$4,680.00
34	CONSTRUCT SANITARY MANHOLE	EACH	2	2.00	6,300.00	\$12,600.00
35	MANHOLE FRAME SEAL	EACH	2	2.00	830.00	\$1,660.00
36	RANDOM RIPRAP CLASS III	CU YD	65	0.00	71.00	
37	4" CONCRETE WALK	SQ FT	178	186.00	26.00	\$4,836.00
38	CONCRETE CURB AND GUTTER	LIN FT	86	85.00	53.00	\$4,505.00
39	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD LUMP	18	18.00	286.00	\$5,148.00
40	TRAFFIC CONTROL	SUM LUMP	1	1.00	2,800.00	\$2,800.00
41	STABILIZED CONSTRUCTION EXIT	SUM	1	1.00	1,500.00	\$1,500.00
42	SILT FENCE, TYPE HI	LIN FT	1816	1816.00	5.00	\$9,080.00
43	STORM DRAIN INLET PROTECTION	EACH	6	0.00	200.00	
44	SEDIMENT CONTROL LOG TYPE	LIN FT	40	0.00	11.00	
45	SEDIMENT CONTROL LOG TYPE	LIN FT POUN	176	120.00	6.30	\$756.00
46	FERTILIZER TYPE 4	D	189	189.00	2.30	\$434.70
47	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	3950	3100.00	2.60	\$8,060.00
48	SEEDING (P)	ACRE POUN	1.3	1.30	115.00	\$149.50
49	SEED MIXTURE 36-311	D	44	44.00	40.00	\$1,760.00
50	MULCH MATERIAL TYPE 3	TON	2.5	2.90	1,260.00	\$3,654.00
51	CONCRETE FOOTINGS	LUMP SUM	1	1.00	162,000.00	\$162,000.00
52	SAND SALT SHED ELECTRICAL AND LIGHTING	LUMP SUM	1	0.95	30,000.00	\$28,500.00
Total Contract Amount						\$666,568.80

Application for Payment (continued)

Total Contract Amount	\$ 689,978.00	Total Amount Earned	\$ 666,568.80
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No. 1		Percent Complete 100%	\$ 13,999.15
Contract Change Order No. 2		Percent Complete 100%	\$ 2,145.00
Contract Change Order No. 3		Percent Complete 100%	\$ 1,700.00
Contract Change Order No. 4		Percent Complete 100%	\$ 4,375.00
Contract Change Order No. 5		Percent Complete 100%	\$ 8,300.00
Contract Change Order No. 6		Percent Complete 100%	\$ 8,000.00
Contract Change Order No. 7		Percent Complete 100%	\$ 6,490.51
Contract Change Order No. _____		Percent Complete _____	\$ _____
Contract Change Order No. _____		Percent Complete _____	\$ _____
Less Previous Applications:		GROSS AMOUNT DUE	\$ 711,578.46
AFP No. 1: 106,189.10	AFP No. 6: 227,927.27	LESS 5 RETAINAGE	\$ 35,578.92
AFP No. 2: 110,718.13	AFP No. 7: _____	AMOUNT DUE TO DATE	\$ 675,999.54
AFP No. 3: 153,239.28	AFP No. 8: _____	LESS PREVIOUS APPLICATIONS	\$ 659,502.60
AFP No. 4: 34,503.82	AFP No. 9: _____	AMOUNT DUE THIS APPLICATION	\$ 16,496.94
AFP No. 5: 26,925.00			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Sand and Salt Storage Site Work, Proctor, Minnesota, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date September 15, 2023 Veit & Company, Inc.
(Contractor)

COUNTY OF St. Louis)
STATE OF Minnesota) SS By _____
(Name and Title)

Before me on this _____ day of _____, 20____, personally appeared _____
_____ known to be, who being duly sworn did depose and say that he is the
_____ (office) of the Contractor above mentioned that he executed the above Application for
Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires _____

(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.



Short Elliott Hendrickson Inc.

By Tyler Yngsdal, PE (Lic. MN)

Date September 14, 2023

City of Proctor

By _____

Date _____



Building a Better World
for All of Us®

6E

CHANGE ORDER

City of Proctor

OWNER

8/3/2023

DATE

OWNER'S PROJECT NO.

Proctor Sand and Salt Storage Facility

PROJECT DESCRIPTION

8

CHANGE ORDER NO.

PROCT 166073 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

This change order includes an increase in the total project cost of \$38,663.91. The purpose of the price increase is described below.

Purpose of Change Order:

During construction of the new access roadway and parking area in front of the proposed maintenance garage, soft subgrade soils were encountered. During construction SEH and Braun were on site to observe and test the subgrade soils. In discussion with the Contractor, Braun Intertec, the City, and SEH, we were all in agreeance that a soil correction should be made to improve the long-term stability of the new access road and parking area. Per Braun's recommendation, the subgrade was removed 1-foot at a time and reviewed to determine if further soil correction was warranted. It was determined that approximately 2-feet of existing soils should be removed and replaced with a select granular material. The cost summary of this work is attached.

Basis of Cost: ☒ Actual ☐ Estimated

Attachments (list supporting documents)

COR08 REV01_2023 Soil Correction.pdf

Contract Status

Original Contract

Net Change Prior C.O.'s 1 to 6

Change this C.O.

Revised Contract

Substantial Completion

September 23, 2022

June 30, 2023

Cost

\$689,978.00

\$45,009.66

\$38,663.91

\$773,651.57

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

Tyler P. Yngsdal, PE (Lic. MN)

Agreed to by Contractor:

Approved for Owner:

BY Veit & Company Inc.

BY City of Proctor

TITLE

Distribution

Contractor 2

Owner 1

Project Representative 1

TITLE

SEH Office 1

x:\pt\p\proct\166073\salt and sand storage\7-const-svcs\71-mgmt\50-chg-order\co 8 subgrade correction\backup\change order no. 8.docx

Engineers | Architects | Planners | Scientists

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

218.279.3000 | 888.722.0547 | 888.908.8166 fax | sehinc.com

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



CHANGE ORDER REQUEST

220252 : Proctor Salt and Sand Storage Site

PCO#: **8 - 2' Soil Correction in front of Maintenance Garage.**

Date: 09/12/2023

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

From: Will Goldsworthy
Veit & Company, Inc.
1100 West Gary Street
Duluth, MN 55808
(763) 428-2242 (O)
will.goldsworthy@veitusa.com

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

- **Proposed Scope of Work:** 2' soil correction in front of maintenance garage as directed by SEH. Backfilled with select granular.

<i>PCO Item</i>	<i>Change in Days</i>	<i>Quantity</i>	<i>UM</i>	<i>Unit Price</i>	<i>Amount</i>
1 : 2' Soil Correction in front of Maintenance Garage.	0	1	LS	\$38,663.91	\$38,663.91

Submitted By:

Approved By:

Will Goldsworthy

Tyler Yngsdal

Date



14000 Veit Place
Rogers, MN 55374
763-428-2242 Voice
763-428-8348 Fax

Minnesota, Wisconsin & Illinois Licenses

EXTRA WORK AUTHORIZATION

3

Owner/Contractor	City of Proctor	Date:	8/3/2024
Client Rep:	SEH - Tyler Yngsdal	Project Location	Proctor salt shed
Client Onsite Rep:	SEH - Austin Willoughby	Veit Project Manager	Will Goldsworthy
Client PO/WO Number		Veit Job Number	220252

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
SR8404	D6 Caterpillar dozer w/GPS system	6	\$ 300.00	\$ 1,800.00
BH0107	330/336 Caterpillar excavator	7	\$ 286.00	\$ 2,002.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost				\$ 3,802.00

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	Superintendent or Foreman w/pick up	7	\$ 169.00	\$ 1,183.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost				\$ 1,183.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
	Export (LV)	294	\$ 2.30	\$ 676.20
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Material Cost				\$ 676.20

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
	Quad	Trucking	35	20	\$ 187.00	\$ 6,545.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Trucking Cost						\$ 6,545.00

Description of work

2' soil correction.

Work Authorized and approved by: (Please Print)

Cost Summary

	Equipment	\$	3,802.00
Client Representative	Labor	\$	1,183.00
	Material/Other	\$	676.20
Client Phone Number	Labor/Trucking	\$	6,545.00
Veit Representative	Total Daily Cost	\$	12,206.20



14000 Veit Place
Rogers, MN 55374
763-428-2242 Voice
763-428-8348 Fax

Accuracy, Dependability & Client Satisfaction

EXTRA WORK AUTHORIZATION

4

Owner/Contractor	City of Proctor	Date:	8/4/2023
Client Rep:	SEH - Tyler Yngsdal	Project Location	Proctor salt shed
Client Onsite Rep:	SEH - Austin Willoughby	Veit Project Manager	Will Goldsworthy
Client PO/WO Number		Veit Job Number	220252

Equipment/Operator

Equip #	Description	Hours	Unit cost	Amount
SR8404	D6 Caterpillar dozer w/GPS system	9	\$ 300.00	\$ 2,700.00
BH0107	330/336 Caterpillar excavator	9	\$ 286.00	\$ 2,574.00
	*Smooth Drum/Sheepsfoot - No Operator - Day	1	\$ 547.00	\$ 547.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment Cost				\$ 5,821.00

Labor

Quantity	Description	Hours	Unit Cost	Amount
1	Superintendent or Foreman w/pick up	9	\$ 169.00	\$ 1,521.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Labor Cost				\$ 1,521.00

Material/Other

P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount
	Export (LV)	580	\$ 2.30	\$ 1,334.00
	Select Granular Backfill (LV)	832	\$ 8.28	\$ 6,888.96
			\$ -	\$ -
			\$ -	\$ -
Total Material Cost				\$ 8,222.96

Trucking

Broker	Truck Type	Labor/Trucking	Hours	Loads	Unit Cost	Amount
	Quad	Trucking	58.25	95	\$ 187.00	\$ 10,892.75
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Trucking Cost						\$ 10,892.75

Description of work

2' soil correction.

Work Authorized and approved by: (Please Print)

Cost Summary

	Equipment	\$	5,821.00
Client Representative	Labor	\$	1,521.00
	Material/Other	\$	8,222.96
Client Phone Number	Labor/Trucking	\$	10,892.75
Veit Representative	Total Daily Cost	\$	26,457.71



Building a Better World
for All of Us®

MINUTES

Pavement Preservation Meeting
City of Proctor / St. Louis County
9/13/2023
11:00 a.m.
Proctor City Hall

6F

Present: Jess Rich, Rick Lalonde, Jay Boysen – City of Proctor
Brian Boder – St. Louis County
Matt Bolf, Tyler Yngsdal - SEH

I. Background

- A. The City of Proctor invited St. Louis County to share their experience in bituminous pavement preservation practices the County has been utilizing for the past 10+ years. The goals of the meeting included: 1) learn best management practices including timing and methods the City could implement, 2) discuss partnering opportunities for the City and County, 3) discuss planning level cost estimating for different preservation methods.

II. Preservation Methods

- A. Chip Seal – heated asphalt sprayed on road surface, small rocks are placed on top and compacted
- B. Scrub Seal – same as chip seal except asphalt is modified with a rejuvenator additive and broomed into the existing pavement prior to rock placement. Typically used on more distressed roads with more cracking. Typically need to perform a crack repair project one year ahead of scrub seal.
- C. Crack Repairs
 - 1. Seal “as-is” – just clean the crack and fill
 - 2. Rout and seal - narrow rout (3/4" to 1") allows greater friction area for bonding
 - a. “Toilet Paper” - only used to open to traffic immediately
 - 3. Crack Seal Special (treating thermo cracks)
 - a. Used to treat thermo cracks in roads
 - b. County utilizes to bring ride quality back
 - c. Always put an aggregate on top of it
 - d. Works well when a scrub seal is schedule for the following year
 - e. It is applied with 12” – 18” squeegee
 - 4. Years 3-5 after initial construction is best time to do crack repairs
- D. Fog Seal – asphalt emulsion only
- E. Ultra-Thin Bond Overlay
 - 1. Thin layer of bituminous placed on existing road. This is not widely used in northern MN due to not having local contractors that perform this type of work.

III. MnDOT Bituminous Surface Treatment Study

- A. MnDOT completed a study over a 7 year period studying the effectiveness of Chip Seals
 - 1. Years 0 – 2 after initial construction – chip seal found to extend pavement life by approximately 12 years
 - 2. Years 2 - 5 after initial construction - - chip seal found to extend pavement life by approximately 6 - 8 years.

Pavement Preservation Meeting

City of Proctor / St. Louis County

9/13/2023

Page 2

3. After 5 years from construction – not nearly the benefit and extended pavement life a couple of years.
4. Pavement has to be warm to work well so typically don't chip seal after August 15th.

IV. **St. Louis County General Schedule for Bituminous Preservation.**

- A. Based on the County's past 10 years of bituminous preservation, they have adopted the following general schedule for maintenance after initial construction.
 1. Years 0 - 1 Chip seal
 2. Years 3 - 5 Crack Seal
 3. Years 7 - 10 crack seal and scrub seal
 4. Years 14 + crack seal and another scrub seal
 5. Years 20 + mill and overlay
 6. After mill and overlay - start process over with chip seal until full reconstruction performed

V. **Planning Level Costs** – the following costs are estimates based on the volume of work St. Louis County performs in a construction season (~150 miles)

- A. Chip Seal - \$40k / mile
- B. Scrub Seal - \$40k / mile
- C. Crack Seal - \$7,500 / mile

VI. **City of Proctor Projects**

- A. Group reviewed map of Proctor streets that have been construction in the past 10 years. Based on that review, St. Louis County made the following recommendations:
 1. Always commit to preserving the newer roads first prior to going backwards to old roads. (Keep your good pavement good) Benefits will not be immediate but will be realized in 5+ years.
 2. Almac / 6th – already experiencing cracking. Recommend crack repairs and scrub seal in 2024.
 3. 2nd Street – will be new pavement and recommend chip seal in 2024.
 4. 9th Avenue / 3rd Street – will be new pavement and recommend chip seal in 2024.
 5. 2nd Street Trail – consider a fog seal to extend the life of the trail bituminous
 6. Kirkus – this street has already been chip sealed. Recommend another crack repair and chip seal in 2 - 4 years.
 7. Chip Seal any new roads in future one year after construction. This should be budgeted for in initial planning and design.
 8. All older roads – perform crack repairs, and scrub seal as budget allows

VII. **City / County Cooperation**

- A. St. Louis County invites small Cities to join their Chip Seal bids every year. The cutoff is typically September 1 for the following year construction. Proctor will be given a 2 week extension if they would like to join for 2024 project. The County charges a minimal fee to administer the bids.

mb

x:\pt\p\proct\166073\1-gen\16-meet\pavement preservation meeting minutes_09132023.docx



Saint Louis County

Public Works Department • Richard H. Hansen Transportation & Public Works Complex
4787 Midway Road, Duluth, MN 55811 • Phone: (218) 625-3830

James T. Foldesi, P.E.
Public Works Director/
Highway Engineer

MEMORANDUM

DATE: June 26, 2023

TO: Township Supervisor Chairs and City Clerks

FROM: James T. Foldesi, P.E. *J.T.F.*
Public Works Director/Highway Engineer
Public Works Department

RE: 2024 St. Louis County Aggregate Crushing, Maintenance Striping, and Crack Sealing,
Chip Sealing and Scrub Sealing Programs

Aggregate Crushing

Agencies Invited to Participate: Townships and Cities

The St. Louis County Public Works Department is announcing the continuation of its aggregate crushing program where townships and cities within St. Louis County are invited to participate. Townships and cities that would like to participate in the aggregate crushing contracts must submit the attached "Aggregate Crushing Request Form" to St. Louis County by **Friday, September 1, 2023**. Questions about the aggregate crushing program can be directed to Ross Benedict at 218-625-3842 or benedictr@stlouiscountymn.gov.

Townships and cities requesting to participate must submit a summary of aggregate material quantities in tons by gravel pit location. A map is enclosed showing gravel pits that will be utilized for the 2024 aggregate crushing contracts. The contractor will create a separate aggregate material stockpile for each participating township or city in the respective gravel pits. **Participating townships and cities will be asked to use up their stockpile(s) by October 31, 2026. St. Louis County reserves the right to limit townships' and cities' quantities based upon available raw materials and gravel pit storage space. Generally, townships and cities shall be limited to 5,000 tons.**

All participating townships and cities must pay to St. Louis County an administrative fee of \$300.00 for project administration. St. Louis County will perform material testing at a rate of at least one test per 1,500 tons of aggregate material produced to assure compliance with material specifications. The cost of material testing is \$200.00 per test. The estimated unit price is \$3.80 per ton. **Townships and cities will be responsible for additional fees for royalties in the Swanson Pit. This amount has not yet been determined.**

St. Louis County will make all payments to the contractor for township or city quantities. Townships and cities will reimburse the County for their portion of the project including the administrative fee and material testing. Townships and cities requesting greater than \$5,000.00 in aggregate crushing

shall pay to St. Louis County, within thirty (30) days after the award of contract, an amount equal to ninety five percent (95%) of the cost of their portion of the contract. Townships and cities requesting less than \$5,000.00 in aggregate crushing shall pay to St. Louis County their total project cost after completion of the project. St. Louis County will submit invoices to each participating township or city for their share of the project, including the administrative fee and material testing.

Maintenance Striping

Agencies Invited to Participate: Townships and Cities

The St. Louis County Public Works Department is announcing the continuation of its maintenance striping program where townships and cities within St. Louis County are invited to participate. Townships and cities that would like to participate in the maintenance striping contract must submit the attached "Maintenance Striping Request Form" to St. Louis County by **Friday, September 1, 2023**. Questions about the maintenance striping program can be directed to Victor Lund at 218-625-3873 or lundv@stlouiscountymn.gov.

The estimated unit prices are:

- 4" solid line or 4" broken line (white or yellow) = \$0.07 per linear foot¹
- 4" double solid line (yellow) = \$0.14 per linear foot²
 1. Does not include the gap between broken line markings
 2. Double solid line quantity includes two 4" solid line markings

St. Louis County will make all payments to the contractor for work completed, including work completed for townships and cities. Townships and cities requesting greater than \$5,000.00 in maintenance striping shall pay to St. Louis County, within thirty (30) days after the award of contract, an amount equal to ninety five percent (95%) of the cost of their portion of the contract. Townships and cities requesting less than \$5,000.00 in maintenance striping shall pay to St. Louis County their total project cost after completion of the project. Each participating agency will also be charged an administrative fee of \$300.00 for project administration. St. Louis County will submit invoices to each participating agency for their share of the project, including the administrative fee.

Crack Sealing / Chip Seals / Scrub Seals

Agencies Invited to Participate: Townships and Cities

The St. Louis County Public Works Department is announcing the continuation of its crack sealing, chip sealing and scrub sealing program where townships and cities within St. Louis County are invited to participate. Townships and cities that would like to participate in the crack sealing, chip sealing or scrub sealing contracts must submit the attached "Crack Sealing Request Form" or "Chip/Scrub Sealing Request Form" to St. Louis County by **Friday, September 1, 2023**. For questions about this program in the southern half of the county, please contact Steve Krasaway at 218-625-3841 or krasaways@stlouiscountymn.gov. For questions about this program in the northern half of the county, please contact Eric Fallstrom at 218-742-9821 or fallstrom@stlouiscountymn.gov.

Upon receiving the request to participate, St. Louis County will schedule a meeting to perform a field review of the candidate roads. This preliminary engineering will provide a report to the township or city of a higher accuracy total estimated cost. Townships or cities that approve of their estimated cost will be included in the contract. Participating townships or cities must pay to St. Louis County a flat fee of \$600.00 which covers project administration, preliminary engineering and field inspection. For budgetary estimation, the estimated cost of crack sealing is \$7,500 per mile and the estimated cost of chip/scrub sealing is \$40,000 per mile. Please note, cost may vary based on the condition of the roadway.

St. Louis County will make all payments to the contractor for work completed, including work completed for townships and cities. Townships and cities requesting greater than \$5,000.00 in crack sealing, chip sealing or scrub sealing shall pay to St. Louis County, within thirty (30) days after the award of contract, an amount equal to ninety five percent (95%) of the cost of their portion of the contract. Townships and cities requesting less than \$5,000.00 in crack sealing, chip sealing or scrub sealing shall pay to St. Louis County their total project cost after completion of the project. St. Louis County will submit invoices to each participating agency for their share of the project, including the combined administrative, preliminary engineering and inspection fee.

Formal Request Procedure

To request to participate in one of these programs, submit the respective request form(s) of the program(s) you would like your agency to participate in to the contact information provided at the bottom of the form(s).

A resolution must be attached from the requesting town board or city council that approves entering into a cooperative agreement with St. Louis County. Requests that do not include this resolution may not be accepted into these programs.

The deadline for submitting your agency's request form(s) is **Friday, September 1, 2023**. If we do not receive your request by this deadline, St. Louis County cannot guarantee acceptance into any of the aforementioned contracts. Thank you for your cooperation.

Enclosures

Cc:

V. Lund

S. Krasaway

E. Fallstrom

M. Hemmila

B. Boder

R. Benedict

Maintenance Superintendents



St. Louis County Public Works Department
2024 Chip/Scrub Sealing Request Form
Due Date: Friday, September 1, 2023

Agency Name
Address
City, State, Zip
Contact Name
Email
Phone Number

My agency is requesting to participate in the Chip/Scrub Sealing Program

Road Name	Road #	Miles
1.)	From:	To:
2.)	From:	To:
3.)	From:	To:
4.)	From:	To:
5.)	From:	To:
6.)	From:	To:
7.)	From:	To:
8.)	From:	To:
9.)	From:	To:
10.)	From:	To:

*Please attach a separate sheet for additional roads.

Total Mileage:

The estimated cost is \$40,000 per mile

Please complete and submit this form to:

Email:

FallstromE@stlouiscountymn.gov

and

KrasawayS@stlouiscountymn.gov

OR

Mail:

Saint Louis County Public Works
Attn: Steve Krasaway
4787 Midway Rd.
Duluth, MN 55811

A resolution must be attached from the town board or city council that approves entering into a cooperative agreement with St. Louis County. Applications that do not include this resolution may not be accepted into the program.

For general questions, please contact

Eric Fallstrom by phone at 218-742-9821 or via email at FallstromE@stlouiscountymn.gov OR
Steve Krasaway by phone at 218-625-3841 or via email at KrasawayS@stlouiscountymn.gov.



St. Louis County Public Works Department
2024 Maintenance Striping Request Form
Due Date: Friday, September 1, 2023

Agency Name
Address
City, State, Zip
Contact Name
Email
Phone Number

My agency is requesting to participate in the Maintenance Striping Program

Total Estimated Quantities:

4" Solid Line Paint - <u>Yellow</u> (Linear Feet)	LF
4" Solid Line Paint - <u>White</u> (Linear Feet)	LF
4" Broken Line Paint - <u>Yellow</u> (Linear Feet) ¹	LF
4" Double Solid Line Paint - <u>Yellow</u> (Linear Feet) ²	LF

- 1.) Measure only the painted line segments. Do not include the gaps between the painted line segments.



Sum the length (L) of all broken line segments for the total estimated quantity.

- 2.) Measure the length of the double solid line. Do not measure the length of each solid line.



Sum the length (L) of all double solid line segments for the total estimated quantity.

Please complete and submit this form to:

Email:
LundV@stlouiscountymn.gov

OR

Mail:
Saint Louis County Public Works
Attn: Victor Lund
4787 Midway Rd.
Duluth, MN 55811

A resolution must be attached from the town board or city council that approves entering into a cooperative agreement with St. Louis County. Applications that do not include this resolution may not be accepted into the program.

For questions, please contact Victor Lund by phone at 218-625-3873 or email at LundV@stlouiscountymn.gov.

Chad Ward
Mayor

Jess Rich
City Administrator

City of Proctor

You Have A Place In Proctor

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

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

Resolution 35-23 St. Louis County Maintenance Programs Solicitation

WHEREAS, St. Louis County invites townships and cities to participate in its maintenance programs which include aggregate crushing, maintenance striping and crack sealing/scrub seals/chip seals; and

WHEREAS, the City of Proctor requests to participate in the Aggregate Crushing Program/Maintenance Striping Program/Crack Sealing, Scrub Seals and Chip Seals Program.

IT IS RESOLVED, Thie Proctor City Council adopted this resolution at a duly convened meeting of the council held on the 18th day of September, 2024, and the City of Proctor is hereby authorized to enter into a cooperative agreement with St. Louis County for the purpose of the 2024 St. Louis County Maintenance Programs Solicitation.

By: _____
Chad Ward
Mayor

Attest: _____
Jess Rich
City Administrator

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

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

[Report].Date Paid = 09/18/2023

General Bills

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
AIRFIBER				
47355	INTERNET SERVICE - 5 STATIC IPS	07/24/2023	252.70	100-10-120-3009 Computer Services
Total AIRFIBER:			252.70	
ALEX AIR APPARATUS 2 LLC				
7312	AIR QUALITY TEST & CS ANNUAL SERVICE	09/06/2023	373.48	100-20-220-3000 Professional Services
Total ALEX AIR APPARATUS 2 LLC:			373.48	
BRAY&REED				
2383	PROSECUTION MATTERS	09/01/2023	2,500.00	100-10-160-3004 Legal Fees
2399	OPIOID LITIGATION	09/08/2023	150.00	100-10-160-3004 Legal Fees
2401	CITY OF PROCTOR GENERAL	09/08/2023	1,850.00	100-10-160-3004 Legal Fees
2403	SAND SALT BUILDING	09/08/2023	5,360.00	300-30-330-3004 Legal Fees
Total BRAY&REED:			9,860.00	
BRENT'S BIFFIES				
76608	BIFFIES FOR PLAYGROUND	08/03/2023	336.00	100-40-410-3000 Professional Services
Total BRENT'S BIFFIES:			336.00	
CINTAS				
4166391278	STREET DEPT COVERALLS	08/31/2023	21.36	100-30-300-2217 Clothing
4166391278	CITY HALL MATS, TOWELS, MOPS	08/31/2023	134.01	100-10-130-3000 Professional Services
4166976450	STREET DEPT COVERALLS	09/07/2023	21.36	100-30-300-2217 Clothing
4166976450	POLICE DEPT MATS	09/07/2023	36.49	100-10-130-3000 Professional Services
4166976482	RUGS AND MATS - FIRE HALL	09/07/2023	94.26	100-20-220-3000 Professional Services
5174707269	FIRST AID SUPPLIES	09/08/2023	36.19	100-30-300-2210 Operating Supplies
Total CINTAS:			343.67	
CITON				
S319431	CITY HALL SECURITY CAMERAS - SERVICE CALL	09/05/2023	262.50	100-10-120-3009 Computer Services
Total CITON:			262.50	
CONSOLIDATED COMMUNICATIONS				
09012023	MONTHLY TELEPHONE	09/01/2023	895.73	100-10-120-3021 Telephone
Total CONSOLIDATED COMMUNICATIONS:			895.73	
EARL F. ANDERSEN INC				
0133875-IN	2023 SIGNS	09/07/2023	401.30	100-30-300-2210 Operating Supplies
Total EARL F. ANDERSEN INC:			401.30	

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ELAN CORPORATE PAYMENT SYSTEMS				
06162023	125 NASRO TRAINING/HOTEL	06/26/2023	880.79	100-20-210-3031 Travel & Lodging Expe
08012023mena	SODA FOR NATIONAL NIGHT OUT	08/01/2023	62.98	100-10-110-3094 Council Approved from
08042023AMA	AMAZON	08/04/2023	44.58	100-20-210-2210 Operating Supplies
08102023	BCA TRAINING	08/10/2023	25.00	100-20-210-3035 Training Expense
08122023	POR BCA TRAINING 125	08/15/2023	25.00	100-20-210-3035 Training Expense
08152023	OFFICE CHAIR	08/17/2023	113.99	100-20-210-2210 Operating Supplies
08162023AMA	AMAZON	08/16/2023	34.34	100-30-300-2210 Operating Supplies
08182023SAM	MICROWAVE FOR CITY HALL	08/18/2023	89.98	100-10-130-2210 Operating Supplies
08282023	GALLS PANTS JEREMY LEMASTERS	08/31/2023	74.98	100-20-210-2217 Clothing
08292023	WILDE CUSTOM GEAR HOLSTER SGT RIEBEL	08/31/2023	58.94	100-20-210-2217 Clothing
09012023	SUPPLIES	09/01/2023	289.37	100-20-220-2210 Operating Supplies
111-3957830-6	OFFICE SUPPLIES	08/15/2023	8.89	100-20-210-2205 Office Supplies
1118119091146	KLEENEX	08/22/2023	30.94	100-20-210-2205 Office Supplies
112265861886	AMAZON/KEY BOX	08/22/2023	39.99	100-20-210-2205 Office Supplies
112280862265	KEY TAGS	08/24/2023	15.98	100-20-210-2205 Office Supplies
114-5275472-5	2 COFFEE CARAFES	08/23/2023	39.98	100-10-130-2210 Operating Supplies
114-9837452-2	PENS	08/22/2023	61.18	100-10-120-2205 Office Supplies
1168138	COIL FOR JOHN DEERE GATOR	08/07/2023	75.05	100-40-410-4400 Repairs & Maintenanc
1168270	PARTS FOR GATOR	08/07/2023	110.98	100-40-410-4400 Repairs & Maintenanc
1173122	PARTS FOR JOHN DEERE ENCLOSED CAB	08/24/2023	1,840.42	100-30-300-2220 Supplies - Repair & M
352389308-01	TOURISM HOTEL STAY	08/25/2023	174.99	100-15-115-3012 Meeting Expense
427884868439	SUPPLIES FOR HOGHEAD	08/13/2023	16.30	100-20-210-2205 Office Supplies
8.14.23	TIRES FOR SIGN TRAILER	08/14/2023	519.96	100-30-300-2220 Supplies - Repair & M
862121092219	GLOW STICKS/MOVIE IN THE PARK	08/18/2023	27.22	100-20-210-2210 Operating Supplies
AMAZON0807	AMAZON	08/07/2023	20.64	100-20-210-2210 Operating Supplies
Total ELAN CORPORATE PAYMENT SYSTEMS:			4,682.47	
GOPHER STATE ONE-CALL INC				
3080693	66 FTP TICKETS	08/31/2023	83.70	500-50-510-3000 Professional Services
Total GOPHER STATE ONE-CALL INC:			83.70	
INTEGRIS LLC				
406000	4 HP ZBOOK FIREFLY SN 5CG2070XZH, 5CG2070ZIS, 5CG2070ZNG, 5CG2070ZNV	03/15/2022	7,872.00	100-10-120-3009 Computer Services
411158	4 DOCKING STATIONS	05/03/2022	1,156.00	100-10-120-3009 Computer Services
414610	4 KEYBOARDS AND DOCKING STATIONS	05/25/2022	1,140.00	100-10-120-3009 Computer Services
498092	OFFICE 365	08/31/2023	273.50	100-10-120-3009 Computer Services
500539	MONTHLY BILLING	09/08/2023	3,376.75	100-10-120-3009 Computer Services
Total INTEGRIS LLC:			13,818.25	
MN DEPT OF LABOR AND INDUSTRY				
ABR0309303X	BOILER & PRESSURE VESSEL FEES	08/26/2023	40.00	100-10-130-4400 Repairs & Maintenanc
Total MN DEPT OF LABOR AND INDUSTRY:			40.00	
NORTHERN ENGINE & SUPPLY INC				
153695	HEAVY DUTY ZIP TIES	08/25/2023	29.00	100-30-300-2210 Operating Supplies
Total NORTHERN ENGINE & SUPPLY INC:			29.00	
PROCTOR BUILDERS				
263184	ATHLETIC FIELD CHALK	08/23/2023	135.60	100-40-410-2210 Operating Supplies
263281	STREET MISC	08/25/2023	341.74	100-30-300-2210 Operating Supplies

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total PROCTOR BUILDERS:			477.34	
PUBLIC UTILITIES COMMISSION				
1016550000-0	UTILITIES - BDRY AVE & I35 LIFT STATION	09/06/2023	174.13	500-50-510-3080 Utilities
110810000-092	UTILITIES - CITY HALL	09/06/2023	2,554.34	100-10-130-3080 Utilities
11082000000-0	UTILITIES - CITY GARAGE	08/16/2023	294.89	100-30-300-3080 Utilities
11088000000-0	UTILITIES - SOFTBALL FIELD #2	08/31/2023	33.76	100-40-410-3080 Utilities
1108850000-09	UTILITIES - SOFTBALL FIELD #2	08/31/2023	79.68	100-40-410-3080 Utilities
1112360000-09	UTILITIES - ALMAC DR LIFT STATION	08/16/2023	11.65	500-50-510-3080 Utilities
1127050000-09	UTILITIES - 225 FIFTH AVE - FIRE DEPT	08/21/2023	125.62	100-20-220-3080 Utilities
Total PUBLIC UTILITIES COMMISSION:			3,274.07	
REDROCK PRECAST				
POS2363	20' X 8" CULVERT	08/31/2023	320.00	500-50-510-2210 Operating Supplies
Total REDROCK PRECAST:			320.00	
SEH				
449398	166073 2022-2024 CITY ENGINEERING	07/12/2023	7,925.00	100-10-110-3003 Engineering Fees
449398	166073 SAND & SALT SHED	07/12/2023	1,884.50	300-30-330-3003 Engineering Fees
451765	166073 2022-2024 CITY ENGINEERING	08/15/2023	4,235.20	100-10-110-3003 Engineering Fees
451765	166073 SAND & SALT SHED	08/15/2023	6,500.10	300-30-330-3003 Engineering Fees
Total SEH:			20,544.80	
ST. LUKES MEDICAL CLINIC				
sh.ppd	(2) LEGAL SAMPLE COLLECTIONS	09/07/2023	58.20	100-20-210-2210 Operating Supplies
Total ST. LUKES MEDICAL CLINIC:			58.20	
SUPERIOR DIAMOND				
11588	CUT 8" THICK ASPHALT FOR CULVERT JOB	08/18/2023	267.50	500-50-510-3015 Contractor
Total SUPERIOR DIAMOND:			267.50	
TEAMLAB				
INV00337592	DUMPSTER PELLETS AND HORNET SPRAY	08/25/2023	270.00	100-30-300-2210 Operating Supplies
Total TEAMLAB:			270.00	
THOMSON REUTERS-WEST				
848901069	ONLINE/SOFTWARE SUBSCRIPTION	09/01/2023	135.30	100-20-210-2210 Operating Supplies
Total THOMSON REUTERS-WEST :			135.30	
US BANK VOYAGER				
869217786233	FUEL	09/08/2023	1,977.28	100-20-210-2212 Fuels & Lubricants
Total US BANK VOYAGER:			1,977.28	
VC3 INC.				
123719	AGREEMENT MITEL PHONE SUPPORT	09/13/2023	255.00	100-10-120-3021 Telephone
CW80488	IT SUPPORT	08/30/2023	286.21	100-20-210-3009 Computer Services

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total VC3 INC.:			541.21	
VEIT & COMPANY INC				
PAYAPP7	SAND & SALT STORAGE SITE WORK - 7	09/14/2023	16,496.94	300-30-330-3015 Contractor
Total VEIT & COMPANY INC:			16,496.94	
W.L.S.S.D.				
083123PRO2	2022 ADJUSTMENT	08/31/2023	2,249.00-	500-50-510-3085 Sewer - WLSSD Billin
083123PRO2	WASTEWATER CHARGES	08/31/2023	29,319.00	500-50-510-3085 Sewer - WLSSD Billin
Total W.L.S.S.D.:			27,070.00	
WEX BANK				
91729321	FUEL - FIRE DEPT	09/07/2023	286.62	100-20-220-2212 Fuels & Lubricants
91729321	FUEL - PUC	09/07/2023	474.78	700-71-720-2212 Fuels & Lubricants
91729321	FUEL - STREET DEPT	09/07/2023	1,133.40	100-30-300-2212 Fuels & Lubricants
Total WEX BANK:			1,894.80	
WHITE CAP				
50023458216	MASTIC MATERIAL FOR ROAD CRACKS, AND SEALING MANHOLES AND VALVES	08/23/2023	2,972.29	100-30-330-2224 Street Maintenance M
Total WHITE CAP:			2,972.29	
WIPFLI				
8-31-23FD	AUDIT PAYMENT	08/31/2023	2,600.00	100-20-220-3001 Auditing & Accounting
Total WIPFLI :			2,600.00	
YAMAHA GOLF AND UTILITY				
01-292730	2023 EVERGREEN MET UMAX	09/07/2023	12,417.93	550-00-000-1640 Machinery & Equipme
Total YAMAHA GOLF AND UTILITY:			12,417.93	
Grand Totals:			122,696.46	

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

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

[Report].Date Paid = 09/18/2023

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.
Invoice Detail.GL account (3 Characters) = "600"
[Report].Date Paid = 09/18/2023

Liquor Bills

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
AMERICAN BOTTLING COMPANY				
4615900697	SODA	09/11/2023	290.23	600-60-600-2254 Soft Drinks & Mix
Total AMERICAN BOTTLING COMPANY :			290.23	
ARTISAN BEER COMPANY				
3625885	BEER	09/01/2023	344.70	600-60-600-2252 Beer Purchases
3625886	THC	09/01/2023	221.50	600-60-600-2255 THC Products
3627273	BEER	09/08/2023	139.20	600-60-600-2252 Beer Purchases
3627274	THC	09/08/2023	276.75	600-60-600-2255 THC Products
Total ARTISAN BEER COMPANY:			982.15	
BERNICKS PEPSI				
30053035	SODA	08/30/2023	38.56	600-60-600-2254 Soft Drinks & Mix
30054395	BEER	09/06/2023	4,222.82	600-60-600-2252 Beer Purchases
30055586	BEER	09/13/2023	5,007.45	600-60-600-2252 Beer Purchases
30055587	BEER	09/13/2023	37.84	600-60-600-2252 Beer Purchases
3005585	THC	09/13/2023	1,616.32	600-60-600-2255 THC Products
6072029	BEER	08/30/2023	25.68	600-60-600-2252 Beer Purchases
Total BERNICKS PEPSI:			10,821.63	
BREAKTHRU BEVERAGE				
112027888	SERVICE FEE	09/07/2023	6.47	600-60-600-3033 Freight & Express
112027888	LIQUOR	09/07/2023	395.87	600-60-600-2251 Liquor Purchases
112131423	LIQUOR	09/14/2023	788.17	600-60-600-2251 Liquor Purchases
112131423	SERVICE FEE	09/14/2023	17.34	600-60-600-3033 Freight & Express
Total BREAKTHRU BEVERAGE:			1,207.85	
C&L DISTRIBUTING				
1765700	BEER	09/01/2023	2,337.45	600-60-600-2252 Beer Purchases
1766963	BEER	09/05/2023	1,286.70	600-60-600-2252 Beer Purchases
1769507	BEER	09/08/2023	2,269.35	600-60-600-2252 Beer Purchases
1771589	BEER	09/12/2023	880.50	600-60-600-2252 Beer Purchases
Total C&L DISTRIBUTING:			6,774.00	
CINTAS				
4167300079	MATS	09/11/2023	190.60	600-60-600-2210 Operating Supplies
Total CINTAS:			190.60	
ELAN CORPORATE PAYMENT SYSTEMS				
114-1824672-3	BROTHER DRUM UNIT	08/07/2023	100.49	600-60-600-3009 Computer Services
5677775	6 PACK RINGS	09/15/2023	85.00	600-60-600-2210 Operating Supplies
Total ELAN CORPORATE PAYMENT SYSTEMS:			185.49	

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
GUARDIAN PEST CONTROL INC				
2495902	PEST CONTROL	08/16/2023	50.01	600-60-600-4406 Pest Control
Total GUARDIAN PEST CONTROL INC:			50.01	
JOHNSON BROTHERS INC				
2375976	DELIVERY CHARGE	09/06/2023	20.39	600-60-600-3033 Freight & Express
2375976	LIQUOR	09/06/2023	930.38	600-60-600-2251 Liquor Purchases
2375977	DELIVERY CHARGE	09/06/2023	19.62	600-60-600-3033 Freight & Express
2375977	WINE	09/06/2023	632.10	600-60-600-2253 Wine Purchases
2375978	DELIVERY CHARGE	09/06/2023	4.36	600-60-600-3033 Freight & Express
2375978	MIX	09/06/2023	64.00	600-60-600-2254 Soft Drinks & Mix
2381186	DELIVERY CHARGE	09/13/2023	16.54	600-60-600-3033 Freight & Express
2381186	LIQUOR	09/13/2023	1,155.15	600-60-600-2251 Liquor Purchases
2381187	DELIVERY CHARGE	09/13/2023	41.45	600-60-600-3033 Freight & Express
2381187	WINE	09/13/2023	1,101.53	600-60-600-2253 Wine Purchases
Total JOHNSON BROTHERS INC :			3,985.52	
LAKESHORE ICE				
04-303697	ICE	09/01/2023	90.96	600-60-600-2258 Misc Merchandise
04-303709	ICE	09/04/2023	139.28	600-60-600-2258 Misc Merchandise
04-303745	ICE	09/11/2023	162.96	600-60-600-2258 Misc Merchandise
Total LAKESHORE ICE:			393.20	
MEDIACOM				
9-6-23	TELEPHONE & INTERNET	08/26/2023	708.09	600-60-600-3009 Computer Services
Total MEDIACOM:			708.09	
MICHAUD DISTRIBUTING COMPANY				
380379	BEER	09/05/2023	939.00	600-60-600-2252 Beer Purchases
380379	FUEL SURCHARGE	09/05/2023	3.00	600-60-600-3033 Freight & Express
380543	BEER	09/11/2023	653.40	600-60-600-2252 Beer Purchases
380543	FUEL SURCHARGE	09/11/2023	3.00	600-60-600-3033 Freight & Express
Total MICHAUD DISTRIBUTING COMPANY:			1,598.40	
PHILLIPS WINE & SPIRITS CO.				
6652447	DELIVERY	09/06/2023	29.39	600-60-600-3033 Freight & Express
6652447	LIQUOR	09/06/2023	1,210.98	600-60-600-2251 Liquor Purchases
6652448	DELIVERY	09/06/2023	4.36	600-60-600-3033 Freight & Express
6652448	WINE	09/06/2023	66.00	600-60-600-2253 Wine Purchases
6656638	DELIVERY	09/13/2023	29.01	600-60-600-3033 Freight & Express
6656638	LIQUOR	09/13/2023	1,298.24	600-60-600-2251 Liquor Purchases
6656639	DELIVERY	09/13/2023	13.08	600-60-600-3033 Freight & Express
6656639	LIQUOR	09/13/2023	255.90	600-60-600-2251 Liquor Purchases
Total PHILLIPS WINE & SPIRITS CO. :			2,906.96	
PUBLIC UTILITIES COMMISSION				
1016900000-0	UTILITIES - MT SPIRITS	09/06/2023	707.24	600-60-600-3080 Utilities
Total PUBLIC UTILITIES COMMISSION:			707.24	

Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
RANGE PAPER				
40623	BAGS	08/30/2023	40.08	600-60-600-2210 Operating Supplies
Total RANGE PAPER :			40.08	
SOUTHERN WINE & SPIRITS				
2386233	DELIVERY	09/01/2023	71.57	600-60-600-3033 Freight & Express
2386233	LIQUOR	09/01/2023	4,509.44	600-60-600-2253 Wine Purchases
2388525	DELIVERY	09/08/2023	53.98	600-60-600-3033 Freight & Express
2388525	LIQUOR	09/08/2023	1,909.02	600-60-600-2253 Wine Purchases
5101006	DELIVERY	08/30/2023	.51	600-60-600-3033 Freight & Express
5101007	DELIVERY	08/30/2023	3.07	600-60-600-3033 Freight & Express
5101007	LIQUOR	08/30/2023	188.98	600-60-600-2253 Wine Purchases
5101801	DELIVERY	08/31/2023	8.20	600-60-600-3033 Freight & Express
Total SOUTHERN WINE & SPIRITS:			6,744.77	
Grand Totals:			37,586.22	

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

[Report].Date Paid = 09/18/2023