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 16, 2024

Council Chambers - Community Activity Center - 100 Pionk Drive

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
OTHERS PRESENT
PUBLIC HEARING – 2024 GARBAGE ASSESSMENTS
APPROVAL OF MINUTES City Council Meeting minutes from September 3, 2024
APPROVAL OF AGENDA

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

*1. COMMUNICATIONS

- A. Coalition of Greater MN Cities
- B. St. Louis County CDBG

*2. PLANNING & ZONING DEPARTMENT MATTER

*3. COMMITTEE REPORTS

A. PEDA Minutes - July 9, 2024

*4. CLERK ADVISES COUNCIL

- A. Street and Utility Special Assessment Hearing Scheduled for Tuesday October 8, 2024.
- B. Insurance RFP

5. UNFINISHED BUSINESS

- A. City of Proctor Blight Policy
- B. Legislative Agenda Officer Recruitment and Training Reimbursement
- C. St. Lukes Arena Parking Improvements/Accommodations

6. NEW BUSINESS

- A. Resolution 56-24 St. Louis County Road Maintenance Program
- B. Proctor Public School Event Approval
- C. Proctor Area Historical Society Council Support

7. Closed Session - A portion of the meeting will be closed as permitted by section 13D.05, subdivision 3(C) to consider an offer relating to the potential sale of the following parcels of land: 185-0240-00607 and 185-0240-00534 and potential purchase of land parcel 185-0240-01174.

MEMBER CONCERNS

Rohweder:
DeWall:
Johnson:
Benson:
Ward:
Chief Gaidis:

BILLS FOR APPROVAL

General: Liquor:

TOTAL BILLS FOR APPROVAL:

ADJOURNMENT

MINUTES OF THE PROCTOR CITY COUNCIL MEETING SEPTEMBER 3, 2024

Meeting was live streamed on the Trac 7 YouTube Channel

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

Pledge of Allegiance

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

OTHERS PRESENT: Administrator Rich, Ted Kiefat, City Attorney Matt Hanka, Administrative Assistant Megan Mazzuco, Chief Helquist, Derek Pederson, Laura Vu, Chief Gaidis, Officer Bradley, Finance Director Brunfelt

M/S/P: Rohweder/Johnson to approve the City Council minutes from Monday, August 19, 2024.

M/S/P: Benson/DeWall to approve the City Council Budget Working Session Minutes from Thursday, July 11, 2024, as submitted.

M/S/P: Rohweder/Johnson to approve the City Council Special Meeting Minutes from Monday, July 15, 2024, as submitted.

M/S/P: Benson/Ward to approve the City Council Budget Working Session Minutes from Monday, August 26, 2024, as submitted.

M/S/P: Ward/Rohweder to approve the agenda for Tuesday, September 3.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:

NONE

M/S/P: Ward/DeWall to approve the consent agenda for Tuesday, September 3, 2024, pulling items 5B and 5C for discussion.

5B: Legislative Agenda

The City of Proctor will be resubmitting requests for the Willard Munger Trail Spur and Infrastructure expansion. Additional items include bridge repair and maintenance, further discussion for action and resolution at a later meeting.

5C: St. Luke's Arena Parking Improvements/Accommodations

Council members follow up on the previous request to receive a plan for parking improvements at the arena. As of this meeting, an improvement plan has not been received.

*4. Clerk Advises Council

Presented as a memo included in the packet

5. UNFINISHED BUSINESS

A. City of Proctor Blight Policy

B. Legislative Agenda – Officer Recruitment and Training Reimbursement

C. St. Lukes Arena – Parking Improvements/Accommodations

6. NEW BUSINESS

M/S/P: Rohweder/Johnson to approve resolution 50-24 as submitted, setting the preliminary levy at 7%.

M/S/P: Benson/DeWall to approve resolution 51-24 Market Rate Adjustment, approving a 5% increase in wage adjustments for all City of Proctor employees as submitted.

M/S/P: Rohweder/DeWall to approve resolution 52-24 2024 Budget Amendment as submitted to authorize a 5% market rate adjustment.

M/S/P: DeWall/Johnson to approve resolution 53-24 ARPA Designation as submitted, authorizing the purchase of a plow truck.

M/S/P: Benson/Rohweder to approve resolution 54-24 Tourism Grants as submitted, \$1500.00 for to the Scandinavian Festival and \$1500.00 to the Knotty Woodcarvers Show

M/S/P: Ward/DeWall to approve accepting the St. Louis County Easement Agreement as submitted, offer to purchase right of way.

M/S/F: Benson/Rohweder to approve resolution 55-24 as submitted, increasing the annual contribution amount to the SVF retirement account to \$3600.00.

Roll Call vote: Johnson N, Rohweder N, Benson Y, DeWall N, Ward N

Amended motion:

M/S/P: Rohweder/Johnson to increase the annual contribution amount \$600.00, bringing the annual increase to \$3000.00, beginning January 1, 2025.

MEMBER CONCERNS

Rohweder: Requests researching options and cost for securing the locomotive. Finance Director Brunfelt notes this has been added to the 2025 budget, but can be moved as a 2024 expense

DeWall: None Benson: None Johnson: None Chief Gaidis:

Mayor Ward: Thank you everyone searching for the missing 7 year old, Legion annual steak Monday, September 9th at 5:45pm, St. Louis County CDBG holding an open house and public meeting on September 12th, 2024 from 1-3 pm.

Administrator Rich:

City Attorney – Matt Hanka:

TOTAL BILLS FOR APPROVAL:

General: \$302,227.11 Liquor: \$50,687.38

TOTAL BILLS FOR APPROVAL: \$352,914.49

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

Councilor DeWall asks for clarification of Check #08272024 with Finance Director Brunfelt stating the contribution sent in January of 2024 was for the 2023 contribution and this check is the contribution for 2024.

M/S/P: DeWall/Ward to adjourn the meeting at 6:43 pm.



DEDICATED TO A STRONG GREATER MINNESOTA

August 9, 2024

City of Proctor 100 Pionk Drive Proctor, MN 55810

Dear City of Proctor:

I am honored to have been elected President of the Coalition of Greater Minnesota Cities (CGMC) for 2024-2025 at the CGMC Membership Meeting. It was great to be together at the Summer Conference in the vibrant cities of Waite Park and St. Joseph. I want to thank the outgoing CGMC President, Mayor Rick Schultz from St. Joseph, for his leadership and advocacy on behalf of Greater Minnesota over the past year.

There is no doubt the 2024 legislative session yielded its fair share of highs and lows. Despite a rather slim budget surplus and many new policies in need of refining, the CGMC was extremely focused on our legislative priorities: pass a bonding bill, shore up our fragile Emergency Medical Services (EMS) system, and pump the breaks on wide-ranging new policy.

The CGMC, along with others, shone a spotlight on the dire need for urgent aid for struggling EMS providers by bringing the EMS Aid Bill to the legislature. Because of the CGMC's unrelenting advocacy, the EMS Aid Bill passed with \$24 million to be distributed to EMS providers statewide, ensuring that these critical services remain operational in our communities. Moreover, we remain focused on establishing a permanent funding stream to support EMS systems going forward. The CGMC also worked to thwart legislation that would have imposed unreasonable and burdensome restrictions on the zoning and land use authority of cities throughout the state.

Path forward requires a focus on the basics

Next year, challenges will continue to face our communities. With the election in November, we will likely see many new legislators walking the Capitol halls. These new legislators will need to be educated on the needs of our Greater Minnesota cities, our residents, and our businesses.

With the pressure on city budgets rapidly increasing, protecting and enhancing the LGA program will be at the top of the CGMC's priorities. All the new legislators and potential changes in legislative majorities means that we will need to be hyper-focused on explaining the need for the LGA program and securing legislative support for adding additional funding.

Additionally, we will continue our work to pass a bonding bill that makes investments in water and wastewater infrastructure, the critical Greater Minnesota Business Development Public Infrastructure (BDPI) grant program, child care, transportation, and important local projects statewide. It is absolutely imperative that the legislature and governor—whoever that may be—move past their differences and pass a robust bonding bill this coming session.

Working together for the future of Greater Minnesota

Just like all of you, I love my city and am proud to serve it in city government. All our cities are unique, but we have needs in common:

- The ability to provide high-quality and affordable city services with the help of LGA to restrain property taxes
- Clean water and functioning, affordable infrastructure
- Dependable access to childcare
- Reliable and enduring emergency medical services
- An educated and available workforce
- Safe and durable city streets

All these things are worth fighting for, but to accomplish them we must work together.

As we look to next year, I want to explain the invoice included with this letter. This invoice indicates the cost of your city's CGMC membership for 2024–2025. At the CGMC Membership Meeting in July, the membership voted to for a slight increase in dues. Beginning with the 2023-2024 dues cycle, the CGMC no longer collects voluntary assessments for the Environmental Action Fund (EAF). The EAF is funded through the general dues assessments.

As stated on your invoice, payment is due by February 1, 2025. We encourage cities to pay early if they are able. For any questions about your invoice, please contact CGMC Membership Coordinator Emma Nelson at ennelson@flaherty-hood.com or 651-259-1936.

Renew your CGMC membership today!

These are pivotal times for Greater Minnesota. Renew your membership today to help us continue the important work of strengthening Greater Minnesota communities. I look forward to working with you!

Sincerely,

Shelly Carlson, Mayor, City of Moorhead

July Carlon

President, Coalition of Greater Minnesota Cities

Government Service Center 201 South 3rd Avenue West Virginia, MN 55792

Phone: (218) 733-2755

St. Louis County Seeks Public Input on Community Development Priorities

The St. Louis County Economic and Community Development Department is seeking community input on local priorities from county residents who live outside the City of Duluth. The City of Duluth completes its own plan. The information collected will be used in the County's Community Development Consolidated Plan, as well as the Northeast Minnesota HOME Consortium. The Northeast Minnesota HOME Consortium is made up of the counties of Cook, Itasca, Koochiching, Lake, and St. Louis. Both surveys will assist in the determination of the priorities for funding provided by the U.S. Department of Housing and Urban Development (HUD) over the next five years.

Public input regarding needs and priorities will guide the Advisory Committees as they review project applications and make recommendations on the awarding of community development funds. While the County is interested in all community development needs, HUD funding is restricted on what types of projects may be funded. Links to both surveys can be found below. The deadline to complete the surveys is **December 1, 2024**. Questions, concerns, or those looking to request a paper copy of the survey, can email communitydevelopmentinfo@stlouiscountymn.gov or call 218-733-2755.

St. Louis County Survey



Survey Link

NE MN HOME Consortium Survey



Survey Link

Minutes of the Proctor Economic Development Meeting held at 6:00 pm Tuesday, July 9, 2024, at the Proctor Area Community Center.

Meeting was called to order by PEDA Chair Madson at 6:02 pm.

MEMBERS PRESENT: Chair Eric Madson, Commissioner Schwarzbauer, Mayor Chad Ward, Commissioner Eric Bingaman, Commissioner Trish Jauhola.

OTHERS PRESENT: City Administrator Jess Rich.

Motion by Mayor Ward, seconded by Commissioner Jauhola and carried (5-0) to approve June 11, 2024, meeting minutes.

Motion by Commissioner Bingaman, seconded by Commissioner Schwarzbauer and carried (5-0) to approve the agenda.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT: None

City Administrator Rich and Chair Madson gave an update on the sports facility project.

Motion by Mayor Ward, seconded by Commissioner Bingaman and carried (5-0) to adjourn at 7:34 pm.

Respectfully Submitted: PEDA Secretary, Jess Rich



CITY COUNCIL AGENDA DATE: September 16, 2024

TO: Proctor City Council

FROM: City Administrator Jess Rich

SUBJECT: CAC - Insurance Agent RFP

X_OTHER:	RESOLUTION:	ORDINANCE:
REQUESTED ACTION:		
Review and provide feedback, if any, on the proposed insurance agent request for proposals.		

BACKGROUND

Mr. Eric Madson currently serves as the Insurance Agent of Record for the City of Proctor's coverage with the League of Minnesota Cities Insurance Trust. However, due to his recent retirement, he will no longer be able to continue in this role. Mr. Madson is willing to assist the City of Proctor in the transition to a new agent and through the 2025 renewal.

SOURCE OF FUNDS (if applicable) None

ATTACHMENT(S) Draft RFP

City of Proctor

Minnesota

Request for Proposals

Insurance Agent of Record Services

For the periods of

January 1 - December 31, 2025

January 1 - December 31, 2026

January 1 - December 31, 2027

January 1 – December 31, 2028

January 1 – December 31, 2029

Leslie Brunfelt Finance Director

100 Pionk Drive Proctor MN 55810

218-624-3641 lbrunfelt@proctormn.gov

PROPOSALS MUST BE RECEIVED BY 4:00 PM, MONDAY OCTOBER 14, 2024

I. INTRODUCTION

A. General Information

The City of Proctor's insurance coverage for property, liability, and automobiles is provided by the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires member cities to utilize the services of an agent of record to assist and advise the city on matters related to insurance coverage. The City of Proctor (City) invites written proposals from insurance brokers (Broker) to act as the Agent of Record (Agent) on behalf of the City for Property/Casualty insurance for a five (5) year period beginning on January 1, 2025. The City currently acts as its own agent for Workers' Compensation insurance; however, the Broker may include Agent services for Workers' Compensation insurance as an optional service. The City will make its selection of am agency based on the agency or broker's qualifications, experience, references, and cost of providing service to the City.

B. Scope of Services

Background

The City is requesting insurance consulting and brokerage services to assist in the acquisition of property/casualty insurance coverage. Brokerage and consulting services must be provided for annual policy renewals on a as needed basis. The selected broker must provide a thorough renewal presentation each year with policy recommendations to include an analysis of available alternatives in consideration of the City's exposures. Brokerage services must also include insurance market research, policy endorsements, certificates of insurance and coverage consultation on City claims.

A copy of the City of Proctor's insurance coverage and premium for 2023 is included as Appendix A for reference.

Broker Duties and Responsibilities

- 1. Assist with the completion of the LMCIT renewal forms using the data supplied by the City.
- Advise and assist the City in evaluating and selecting coverage alternatives such as
 deductibles, limits, optional coverage, alternative coverage forms, etc. Advise the City
 on potential gaps or overlaps in coverage. Provide the City's Finance Director with
 access to the broker's working files of City business upon request, at the City's
 convenience and discretion.
- 3. Review the LMCIT insurance policies for completeness and accuracy. Confirm the schedules have been updated for the new data supplied during the renewal process.

- 4. Provide the City with a recap of insurance costs and an explanation of premium increases for each renewal.
- 5. Provide explanations of insurance coverage, coverage options and make recommendations as requested.
- 6. Conduct reviews of open claims. Review claim reserves for appropriateness.
- 7. Assist the City in identifying risk exposures and developing appropriate strategies to address those exposures.
- 8. Assist as requested with safety and loss control activities.
- 9. Evaluate and advise the City on whether comparable insurance can be provided by someone other than the League of Minnesota Cities.
- 10. Other usual functions expected of an insurance broker and requested by the City such as, but not limited to, accurately amending policies, providing interpretation of coverage, policy maintenance, binders and certificates, timely delivery of policies and/or binders, providing unbiased recommendations, answering questions and resolving issues.

C. Fees

The broker shall indicate in its proposal the commission required to service the City's LMCIT insurance coverage for the policy periods of:

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January 1 - December 31, 2025
January 1 - December 31, 2026
January 1 - December 31, 2027
January 1 - December 31, 2028
January 1 - December 31, 2029
```

The commission percentage proposed for each period shall be listed on the form attached as Appendix B to this proposal. It is anticipated the agent will be appointed for a minimum of a five-year period. An annual review process will be required with the understanding the City or Agent reserves the right to cancel the contract with 30 days written notice.

D. Rights of Review

The City of Proctor reserves the right to reject any or all proposals or to request additional information from any or all applicants as determined to be in the best interest of the City.

The City of Proctor reserves the right, where it may serve the City of Proctor's best interest, to request additional information or clarification from proposers or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Following a review of the proposals, a recommendation for the award will be made by the Finance Director and City Administrator to the City Council. A final decision for award of the work will be made by majority vote of the City Council.

The City of Proctor reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the letter of engagement between the City of Proctor and the firm selected.

E. Term of Engagement

A five-year engagement is requested, subject to annual review and renewal. Based on satisfactory performance, the concurrence of the City Council and the annual availability of an appropriation, the City may extend the agreement annually without solicitations from other firms. In the event of unsatisfactory performance, or when in the best interest of the City, proposals may be solicited before the end of the five year period.

The agreement between the City of Proctor and the broker shall be in the form of a written contract.

F. Subcontracting

Following the award of the contract, no subcontracting will be allowed without the express prior written consent of the City.

II. INSTRUCTIONS

A. Proposal Submission and Evaluation

One (1) electronic copy of the proposal must be received by 4:00 PM on October 14, 2024 to Leslie Brunfelt lbrunfelt@proctormn.gov

All questions, correspondence and responses shall be directed to Finance Director Brunfelt. In the interest of fairness, do not contact other staff or elected/appointed officials with respect to this RFP.

B. Schedule

1. City distributes Request for Proposal September 17, 2024

2. Proposal due date October 14, 2024

3. Review of RFP's completed October 15-October 25, 2024

4. Interviews (if necessary) October 15-October 25, 2024

Final decision/Contract negotiationOctober 29, 2024

6. Contract consideration by City Council November 4, 2024

NOTE: ALL PROPOSALS MUST BE RECEIVED VIA EMAIL BY 4:00 PM, OCTOBER 14, 2024.

C. Proposal Format

Responses to this Request should include the information in the format and order prescribed on Appendix B and Appendix C to this RFP.

D. Evaluation Criteria

The City shall select a broker with the qualifications and proposal best meeting the needs of the City. Proposals shall be evaluated based several criteria including, but not limited to:

- 1. The fees listed in Appendix B.
- 2. The responses to the questions listed in Appendix C.
- 3. Number of years the broker has been in business.
- 4. Experience of working with municipalities insured by the LMCIT during the last five years.
- 5. The qualifications, experience, and professional designations of the broker's staff proposed to service the City's account.
- 6. Broker premium volume excluding personal lines of coverage (health, life, etc.).
- 7. Present limit of errors and omissions coverage in place for the broker
- 8. At least three references from clients, preferably municipalities.

9. Any other broker resources or special qualifications that would be advantageous to the City, such as health insurance, life insurance and disability insurance.

III. CONTRACT EXECUTION

The information below is being provided as part of this Request for Proposal to give proposers an understanding of the City's expectations with respect to contract execution.

A. Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and agency be unable to agree upon the entire contract, the City reserves the right to discontinue negotiations, select another agency, or reject all the proposals. Upon completion of negotiations agreeable to the City and the agency, the Broker shall enter into a Professional Services Contract with the City (see Appendix D).

B. Contracting Ethics

- 1. No elected official or employee of the City of Proctor who exercises any responsibilities in the review, approval, or implementation of the proposal shall participate in any decision which affects his or her direct or indirect financial interests.
- 2. It is a breach of ethical standards for any person to offer, give, or agree to give any City of Proctor employee or Council person, or for any City of Proctor employee or Council person to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
- 3. The agency shall not assign any interest to this contract and shall not transfer any interest in the same without the prior written consent of the City.
- 4. The agency shall not accept any private client or project which, by its nature, places it in ethical conflict during its representation of the City of Proctor.
- 5. The Broker(s) agrees, as a condition of being awarded this RFP, to require each of its agents, officers and employees to abide by City, state and federal laws and regulations pertaining to sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Contract. The Broker agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

CITY OF PROCTOR INSURANCE COVERAGE FOR 2023

Coverage and premium statement attached.

CITY OF PROCTOR AGENT OF RECORD RFP FEE PROPOSAL

Policy Period	Commission %
January 1 – December 31, 2025	
January 1 – December 31, 2026	
January 1 – December 31, 2027	
January 1 – December 31, 2028	
January 1 – December 31, 2029	

INFORMATION ON THE FIRM		
Name of Firm:		
Branch Office:	National Office: (if applicable)	
Address:	Address:	
List Prior Names of Business if changes have bee	n made:	
Telephone Number of Office:	FAX Number:	
Branch:	Branch:	
National:	National:	
Number of Years in Business:		
Describe your firm's experience and expertise regarding public entity risks by relating the markets to which the firm has access, the information technology capabilities of your firm, other public sector clients with whom you have a relationship and which of the clients are self-funded.		
Describe the steps you would take in reviewing our current program and designing changes in the program. Include specific techniques and procedures your firm may use to assist in identifying current and anticipated new loss exposures to the City. Describe the Loss Control, Risk Management, Wellness and Legal service offered by your firm.		
What are the transition expectations if the City uses your services?		

After the risk assessment is complete, how does your organization formulate a long-term Risk Management strategy for the next five years?
Please comment on your anticipated involvement in monitoring and assisting in claims preparation, management, negotiation and settlement.
What services would you classify within the fee income and what services would you classify outside the fee income? List your fees for any additional services which may exceed the scope of duties and responsibilities contemplated within the set fee?

PERSONNEL INFORMATION		
Provide the names, professional qualifications and educational background of the Account Executives and key		
support personnel who would be responsible for our account:		
Branch:	National:	
Total Personnel:	Total Personnel:	
Branch:	National:	
Licensed Brokers:	Licensed Brokers:	
Branch:	National:	
Claims Administration:	Claims Administration:	
Claims Administration.	Claims Administration.	
Branch:	National:	
Safety/Loss Control Personnel:	Safety/Loss Control Personnel:	
Branch:	National:	
Licensed Insurance Consultants:	Licensed Insurance Consultants:	
Branch:	National:	
Licensed Excess & Surplus Lines Broker:	Licensed Excess & Surplus Line Broker:	
Electised Excess & Surpius Lines Broker.	Licensed Excess & Surpius Line Broker.	
Branch:	National:	
Legal Personnel:	Legal Personnel:	
Branch:	National:	
Wellness Personnel:	Wellness Personnel:	
Doznak	National	
Branch:	National:	

AGENCY PERSONNEL INFORMATION		
List principals in firm and denote those who would work with the City of Proctor.		
List the number of clerical/support staff in the service office.		
Discuss the claims process as it relates to your firm.		
Discuss the claims process as it relates to your firm.		
In no more than 100 words, offer any additional information related to why your firm should be the City of		
Proctor's selected broker.		

INSURANCE COMPANY INFORMATION		
Commercial Property/Casualty (list your top 5 companies by premium v	olume written and	d indicate the dollars of
premium written):		
Branch:	National:	
What is your Annual Premium Volume by Coverage Area?	Branch	National
Property/Boiler Machinery		
General Liability		
Auto Liability		
Public Officials/E&O		
Crime		
Professional Liability		
	<u>'</u>	
Names of governmental entities insured by the agency through the LN	ACIT during the la	st five years. For each
client reference, include the scope of the service, time performed, and n	_	
the principal contact person.	-,,	

	REFERENCES
List three r	eferences:
1. E	intity:
	Coverage /Somices
	Coverage/Service:
C	ontact (Name, Title, Address & Tel. No.):
2.	Entity:
۷.	Entity.
	Coverage/Service:
	Contact (Name, Title, Address & Tel. No.):
3.	Entity:
	Coverage/Service:
	Contact (Name, Title, Address & Tel. No.):

APPENDIX D

CITY OF PROCTOR STANDARD PROFESSIONAL SERVICES CONTRACT



CITY COUNCIL AGENDA DATE: September 16, 2024

TO: Proctor City Council

FROM: City of Proctor Street Department – Rick LaLonde

SUBJECT: 2025 St. Louis County Road Maintenance Programs

OTHER:	X_RESOLUTION:	ORDINANCE:
REQUESTED ACTION: Consider RES	SOLUTION ST. LOUIS CO	UNTY ROAD MAINTENANCE

BACKGROUND

Recommend approval of a resolution authorizing the participation in the 2025 St. Louis County Road Maintenance Program Solicitation. The following roadways would be included in the crack sealing program:

- 1. Kingsbury Development
 - a. 8th Ave. S Almac Drive to Lupine Drive
 - b. Lupine Drive 8th Ave S to west end cul-de-sac
 - c. Kingsbury Drive Lupine Drive to south dead end
 - d. Libby Circle Kingsbury Drive to west end cul-de-sac
- 2. Kirkus Street Ugstad Road to Boundary Ave
- 3. Waterview Drive Boundary Ave to west end cul-de-sac

SOURCE OF FUNDS (if applicable) 2025 Street Department Budget

ATTACHMENT(S) Resolution 56-24, Map

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 · 218-324-3641 · Fax 218-624-9459 · email: cityhall@proctormn.gov

RESOLUTION 56-24

ST. LOUIS COUNTY ROAD 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.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Proctor, Minnesota hereby authorizes the Mayor and City Administrator to enter into a cooperative agreement with St. Louis County for the purpose of the 2025 St. Louis County Maintenance Programs Solicitations.

Passed by a majority vote of the Proctor City Council this 16th day of September 2024.

BY: Chad Ward	TY OF PROCTOR	
Mayor	CORPORATE SEAL	
ATTEST: Jess Ri	ch dministrator	



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

September 12, 2024

City of Proctor
Jess Rich
100 Pionk Dr.
Proctor, MN 55810
jrich@proctormn.gov

Re: Cooperative Agreement for 2025 Crack Seal

CP 0000-725961

Dear Ms. Rich:

Please find enclosed, the Cooperative Agreement for the above listed project. Please have the proper City of Proctor officials sign the agreement and return to me at clarkc2@stlouiscountymn.gov, or at the following address for further processing:

St. Louis County Public Works Attn: Christine Clark 4787 Midway Rd. Duluth, MN 55811

Once fully executed, a copy will be returned to you.

Sincerely,

Christine Clark
Contract Administration Manager

Enclosure(s)

c: File

COOPERATIVE AGREEMENT BETWEEN

ST. LOUIS COUNTY AND THE CITY OF PROCTOR

THIS AGREEMENT is made and entered into between the **COUNTY OF ST. LOUIS**, a duly organized county within the State of Minnesota, hereafter referred to as "St. Louis County", and the **CITY OF PROCTOR**, a duly organized City within the County of St. Louis within the State of Minnesota, hereinafter referred to as "City of Proctor".

WITNESSETH:

WHEREAS, St. Louis County intends to undertake a Crack Sealing project on various paved roads (CP 0000-725961), hereinafter referred to as the "County Project"; and

WHEREAS, City of Proctor intends to undertake a Crack Sealing project on:

- 1. Kingsbury Development
 - a. 8th Ave. S Almac Drive to Lupine Drive
 - b. Lupine Drive 8th Ave S to west end cul-de-sac
 - c. Kingsbury Drive Lupine Drive to south dead end
 - d. Libby Circle Kingsbury Drive to west end cul-de-sac
- 2. Kirkus Street Ugstad Road to Boundary Avenue
- 3. Waterview Drive Boundary Ave to west end cul-de-sac

hereinafter referred to as the "City of Proctor Project"; and

WHEREAS, the County Project and City of Proctor Project shall be hereinafter referred to together as the "Project"; and

WHEREAS, St. Louis County shall prepare a contract for the construction of the County Project and City of Proctor Project as provided for below, intended for letting and construction as a single, unitary construction project in 2025 (the "Contract"), and it is justified and mutually beneficial for City of Proctor and St. Louis County to combine these projects to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, St. Louis County will advertise, bid, and enter into a contract with the low bidder for construction of the Project.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

St. Louis County shall prepare plans, specifications, proposal, and engineer's
estimate for the Project in accordance with the 2020 Edition of the Minnesota
Department of Transportation "Standard Specifications for Construction". St. Louis
County shall include the plans and specifications in the proposed bid package, from

- which the costs for the City of Proctor Project will be determined by the bid prices in accordance with the terms of the proposal.
- 2. St. Louis County and City of Proctor shall perform, by contract, the construction work provided for in the Plan, with the construction costs of the County Project covered by the County and the construction costs of the City of Proctor Project covered by the City of Proctor.
- 3. St. Louis County shall prepare bid documents by compiling pay items from the County Project and City of Proctor Project and shall award the contract for said projects to the lowest responsible bidder in accordance with current specifications.
- 4. After contract letting, and prior to contract award, St. Louis County will provide City of Proctor with an abstract of all bids received. City of Proctor will promptly review bid information. The County will award the Contract if the low bid is no more than 20 percent over the engineer's estimate for the City of Proctor Project, without further approval from the City of Proctor.
- 5. St. Louis County shall perform all construction engineering, staking, inspection, material certification and acceptance, and measurement of all items in accordance with State Aid standard for the Project.
- 6. All further costs for change orders, work orders and supplemental agreements related to the County Project shall be allocated to and paid for by the County. All further costs for change orders related to the City of Proctor Project shall be allocated to and paid for by City of Proctor.
- 7. City of Proctor will pay St. Louis County a flat fee in the amount of \$500 for plan preparation and construction administration services rendered by St. Louis County for the City of Proctor under this Agreement.
- 8. St. Louis County shall take all actions necessary to prepare the Project for construction, including, but not limited to obtaining all applicable environmental permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.
- 9. In the event that City of Proctor takes any action, except as authorized by this Agreement that results in lost time or efficiency or a delay of completion of the County's construction of the County Project, City of Proctor shall bear the full financial responsibility for any claims or causes of action arising therefrom.
- 10. City of Proctor will pay to St. Louis County, within thirty (30) days after award of Contract, an amount equal to ninety-five percent (95%) of the City of Proctor's obligation as contained in the awarded contractor's bid.
- 11. City of Proctor shall make final payment to St. Louis County after final acceptance of the City of Proctor Project. Payment will be due within thirty (30) days of receipt of a valid statement of final Contract quantities for City of Proctor's cost as described herein. If any funds are received by St. Louis County in excess of the project costs,

they will be returned to City of Proctor without interest.

- 12. St. Louis County shall require all contractors and subcontractors performing work on the project described in this agreement to name City of Proctor as an insured party in the amounts listed in the insurance requirements contained in the contract.
- 13. City of Proctor shall indemnify, hold harmless and defend St. Louis County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which St. Louis County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of City of Proctor, its agents, servants or employees, in the execution, performance, or failure to adequately perform City of Proctor's obligations pursuant to this Agreement.
- 14. St. Louis County shall indemnify, hold harmless and defend City of Proctor, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which City of Proctor, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of St. Louis County, its agents, servants or employees, in the execution, performance, or failure to adequately perform St. Louis County's obligations pursuant to this Agreement.
- 15. Each party designates an Authorized Representative for the purpose of administering this Agreement. A party's authorized representative has the authority to give and receive notices, and to make any other decision required or permitted by this Agreement.

St. Louis County:	City of Proctor:
Steve Krasaway, P.E.	Jess Rich
Public Works Dept/Resident Engineer	City Administrator
4787 Midway Road	100 Pionk Dr
Duluth, MN 55811	Proctor, MN 55810
(218) 625-3841	218-624-3641
krasaways@stlouiscountymn.gov	jrich@proctormn.gov

- 16. Any and all employees of St. Louis County, while engaged in the performance of any work or service which St. Louis County is specifically required to perform under this Agreement, shall be considered employees of St. Louis County only, and not of City of Proctor, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of St. Louis County.
- 17. Any and all employees of City of Proctor, while engaged in the performance of any work or service which City of Proctor is specifically required to perform under this Agreement, shall be considered employees of City of Proctor only, and not of St. Louis County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any

act, of said employees, shall be the sole obligation of City of Proctor.

- 18. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- 19. This agreement may be terminated only as follows:
 - a. At any time by mutual agreement of the parties;
 - b. By any party at any time upon 30 days notice in the event of default by a party, provided however that such termination shall not be effective if the defaulting party cures such default by the end of the 30-day notice period. In the event of such termination, St. Louis County and City of Proctor shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

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St. Louis County and City of Proctor 2025 Crack Seal CP 0000-725961

<u>CITY OF PROCTOR</u>	COUNTY OF ST. LOUIS
By: Mayor	By: Public Works Director/ Highway Engineer
Date:	Date: 9/12/27
By	APPROVED AS TO FORM AND EXECUTION: By: Assistant County Attorney
	Date:
	Saint Louis County Contract Number:



CITY COUNCIL AGENDA DATE: September 16, 2024

TO: Proctor City Council

FROM: City Administrator Jess Rich

SUBJECT: Special Event Request – Outside of 60 Day Requirement

|--|

REQUESTED ACTION:

Approval be granted to Proctor School to host a bonfire at the Fairgrounds, contingent upon approval from Fair management, fulfillment of insurance requirements, and compliance with all safety protocols set forth by the Chief of Police and Fire Chief. Approval by motion, second and carried.

BACKGROUND

Mr. Tim Rohweder requested permission for the school to host a Homecoming bonfire on city property (Fairgrounds.) The City Council approved Resolution 17-17 requires a 60-day application deadline, but allows the City Council to consider applications not meeting the required submittal time frame.

SOURCE OF FUNDS (if applicable) None

ATTACHMENT(S) School Request, Event Ordinance, and Resolution

RESOLUTION 17-17 SPECIAL EVENT APPLICATION DEADLINES

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

WHEREAS the City of Proctor (City) has established through Ordinances 610 and 610A to allow for "Special Events;" and,

WHEREAS, the City, in order to be consistent in its application process, wishes to create specific application parameters;

NOW BE IT RESOLVED through actions of the City Council and its Mayor: Any application for Special Events, must be submitted to the City's representative no later than sixty (60) calendar days prior to the event.

BE IT FURTHER RESOLVED any application not meeting the required submittal time frame will not be considered unless through actions of the City Council.

Upon vote taken thereon, the following voted:

For: Councilpersons Benson, DeWall, Nowak, Schwarzbauer & Mayor Larson

Against: none

Whereupon said Resolution 17-17 was declared duly passed and adopted this 1st day of May, 2017.

	Attest:
Philip Larson	Mark Casey
Mayor	Administrator

ORDINANCE NO. 02-17

ORDINANCE AMENDING SECTION 610A OF THE CITY CODE ENTITLED "SPECIAL EVENTS"

THE CITY COUNCIL OF THE CITY OF PROCTOR DO ORDAIN AS FOLLOWS: Section 1. City Code, Section 610A, Subd. 2 entitled "Application for Approval," is hereby amended as follows:

Subd. 1. Any person(s) wishing to hold a special event, to include pyrotechnics, shall apply for approval on forms to be provided by Proctor City Hall and the Event Coordinator. Unless extended by specific written permission of the City Administrator or designee The City Council will create by resolution, specific deadlines for all permits and approvals necessary to conduct a special event, which copies thereof will be provided to the City. No special event may be held unless an application as provided for herein has been submitted, fully completed, and approved in writing by the City Administrator or designee Event Coordinator and Public Safety Committee.

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

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

Moved by Councilperson Larson and seconded by Councilperson DeWall that the foregoing ordinance be adopted.

Voting Yes: Councilpersons Benson, DeWall, Nowak, Schwarzbauer & Mayor Larson Voting No: none

Ordinance declared adopted this 1st day of May, 2017.

		CITY OF PROCTOR
	By	
		Mayor
ATTEST:		
City Clerk/Administrator		
, and the second		
First Reading:		

First Reading: Second Reading: Published Proctor Journal on April 20, 2017

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		CITY OF PROCTOR				
	By					
		Mayor				
ATTEST:						
City Clerk/Administrator						
•						
T' . D 1' 1 1 1 2 001 F						

First Reading: April 17, 2017 Second Reading: May 1, 2017

Published Proctor Journal on May 11, 2017

Information from Museum Hours This Summer from Memorial Day through Labor Day

- We were open a total of 14 weeks
- Hours were 10:00-4:00 on Wednesdays and Fridays (Hoghead included Saturday and Sunday)
- ALL 14 weeks (84 hours) of Wednesdays were covered by volunteers
- Friday had 30 hours that was NOT filled

Two full days NO volunteers
 Six half days with NO volunteers
 12 hours
 18 hours

• Nine members volunteered at least one three-hour shift

Information on why the museum belongs to the Citizens of Proctor, Citizens of the Proctor School District and others interested in the history encompassed within the museum. The museum is currently owned and staffed by volunteers. In addition, the Proctor Area Historical Society pays all on-going costs such as insurance, heat, electricity and telephone for the museum.

- **2009 Proctor Comprehensive Plan,** "Develop a broader cultural base while retaining Proctor's historical railroad foundation".
 - Action Step—Find a new home for the museum as it has outgrown its existing space within the community center.
 - o September 15, 2011 cornerstone dedication of Proctor Museum
- 2016 Comprehensive Plan TNR 3: "Encourage the preservation of the areas history and culture."
 - o **3.1**—"Continue supporting the preservation of the area's railroad history through the identification, preservation and displaying of historical places and artifacts."
 - 3.2—"Seek federal and state grants and support local grass roots efforts for historical preservation and renovation projects".
 - o Lead committee is Proctor Tourism and timeline is ongoing.

The Move to Have a Museum

The determination of Proctor started on August 8, 1963, with Yellowstone #225, a monument to Proctor's railroad men and women. How important is Proctor History to you? For 351 people in 1994 they thought it was important enough to sign a petition, which stated, "I have enjoyed the Proctor Centennial Museum and believe that Proctor should have a permanent place to show its history and artifacts. I hereby ask that we apply for a grant to set up a Proctor Historical Museum." In an article published in the Proctor Journal dated August 31, 1994, Claire Schumacher stated, "We don't intend to let the dream die. We will start over and find the legal way and means to officially start a Heritage Foundation (PAHS). Those wonderful people who contributed or intend to contribute from their portfolios of historical memorabilia to a permanent place of railroad and Proctor artifacts will not be disappointed." With a great level of enthusiasm 18 citizens became our charter members and elected our first officers. Thus began our journey for a permanent place to show our history and artifacts:

William Kernan
 Majorie Peterson
 Marilyn Lee
 Jack Peterson
 President
 Vice-President
 Secretary
 Treasurer

Find another town in America where individuals and families gave \$200,000+ or volunteers gave over 100,000+ hours of time to make this museum a reality. ONLY IN PROCTOR!

The Proctor Area Historical Society (PAHS) was founded in 1994 to collect, preserve, and share the history of the Proctor area. We maintain an extensive historical archive and operate a historical museum **driven 100% by volunteers and funded 100% with donations**.

PAHS MONTHLY EXPENDITURES CHECKING FY 2023-24 (FOR BUILDING)														
Disbursements	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	TOTAL
Minnesota Energy	\$197.00	\$197.00	\$197.00	\$197.00	\$197.00	\$197.00	\$156.94	\$0.00	\$0.00	\$0.00	\$77.05	\$125.13	\$1,541.12	
Proctor Utilities	\$56.06	\$58.73	\$85.73	\$53.15	\$54.38	\$75.11	\$88.84	\$113.52	\$68.78	\$71.63	\$66.28	\$71.91	\$864.12	
Media com	\$557.78	\$227.87	\$32.87	\$78.70	\$79.65	\$79.65	\$79.65	\$79.44	\$79.44	\$79.44	\$79.13	\$79.13	\$1,532.75	
Amendola Storage	\$990.00												\$990.00	
ArrowliftPhone		\$252.00						\$436.00					\$688.00	
MN. Dept of Labor		\$100.00											\$100.00	
Northland Comfort			\$125.00										\$125.00	
Reliable Agency							\$2,446.21						\$2,446.21	
COSTS	\$1,800.84	\$835.60	\$440.60	\$328.85	\$331.03	\$351.76	\$2,771.64	\$628.96	\$148.22	\$151.07	\$222.46	\$276.17	\$8,287.20	\$8,287.20
PAHS MONTHLY EXI	PENDITURE	S CHECKING	G FY 2023-24 (FO	OR PAHS)										
Disbursements	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	
Proctor Builders		\$81.86	\$62.61	\$21.46	\$125.17	\$2.85	\$9.99	\$14.28	\$12.98	\$50.99		\$31.48	\$413.67	
MN. Attorney General					\$25.00								\$25.00	
PostmasterStamps	\$66.00						\$26.40					\$27.20	\$119.60	
Check Book Order												\$21.00	\$21.00	
Web Site Domain					\$289.00				\$67.00				\$356.00	
Todd Signs			\$55.00										\$55.00	
Proctor Moose				\$75.00									\$75.00	
MN. Hist. Soceity	\$35.00												\$35.00	
Missabe Railroad Hist										\$35.00			\$35.00	
COSTS	\$101.00	\$81.86	\$117.61	\$96.46	\$439.17	\$2.85	\$36.39	\$14.28	\$79.98	\$85.99	\$0.00	\$79.68	\$1,135.27	\$1,135.27
Taken from Savings														
Gerry Jones Train Fund		\$87.98								\$370.89			\$458.87	
Taken from #225														
Glenwood Signs	\$80.00												\$80.00	
Proctor Journal			\$100.00	\$600.00			\$100.00		\$40.50		\$100.00		\$940.50	
DonationProctor Shop											\$200.00		\$200.00	
COSTS	\$80.00	\$87.98	\$100.00	\$600.00			\$100.00		\$40.50	\$370.89	\$300.00		\$1,679.37	\$1,679.37
TOTAL COSTS														\$11,101.84
PAHS BALANCE FIRS	T OF MONT	TH FY 2023-24	1											
Receipts	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	7/1/2024	
Checking Account	\$7,483.59	\$5,542.28	\$5,893.82	\$7,999.63	\$8,184.69	\$9,478.08	\$7,885.04	\$7,968.69	\$7,339.69	\$7,689.04	\$7,176.30	\$7,330.26	\$7,330.26	
Savings Account	\$2,384.96	\$2,384.96	\$2,384.96	\$2,384.96	\$2,385.14	\$2,385.32	\$2,385.32	\$2,385.32	\$2,385.50	\$1,885.50	\$1,885.50	\$3,885.65	\$3,885.65	
#225 Account	\$2,372.63	\$2,372.63	\$2,372.63	\$2,497.63	\$2,122.81	\$2,797.97	\$3,147.97	\$3,147.97	\$3,148.21	\$3,148.21	\$2,848.21	\$2,848.43	\$2,848.43	
Irving Club & Northland							\$2,509.25	\$2,040.98	\$2,160.98	\$1,835.76	\$483.03	\$343.99	\$343.99	
TOTAL	\$12,241.18	\$10,299.87	\$10,651.41	\$12,882.22	\$12,692.64	\$14,661.37	\$15,927.58	\$15,542.96	\$15,034.38	\$14,558.51	\$12,393.04	\$14,408.33	\$14,408.33	