



Special City Council Meeting 5:00 p.m.
Friday, January 6, 2017
Lakeland City Hall

SPECIAL CITY COUNCIL MEETING AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPT AGENDA
4. RESOLUTION 2017-01 DECLARING A CITY COUNCIL VACANCY
5. RESOLUTION 2017-02 APPOINTING TAMI FAHEY TO CITY COUNCIL VACANT SEAT
6. OATH OF OFFICE: CITY COUNCIL MEMBER TAMI FAHEY
7. RESOLUTION 2017-03 NOT TO RESUME CONSTRUCTION AND TO CEASE ALL PHASES MOVING FORWARD WITH THE NEW CITY HALL PROJECT
8. RESOLUTION 2017-04 APPOINTING JAMES STANTON AS DISTRICT FIRE BOARD REPRESENTATIVE
9. LAKELAND CITY HALL REMODEL
10. SNOW PLOWING CONTRACT
11. WATER DEPARTMENT DISCUSSION
12. ADJOURN

**NOTICE OF SPECIAL CITY COUNCIL MEETING
CITY OF LAKELAND
WASHINGTON COUNTY, MINNESOTA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lakeland, Washington County, Minnesota will conduct a Special City Council Meeting on Friday, January 6, 2017 at 5:00 p.m. at City Hall located at 690 Quinnell Avenue North. The meeting will include new city hall construction decision and address the city council vacancy.

Dated this 30th day of December 2016

BY ORDER OF THE CITY COUNCIL
Sandie Thone
City Administrator/Clerk

**AGENDA ITEM
4A**

**CITY OF LAKELAND
WASHINGTON COUNTY, MINNESOTA
RESOLUTION 2017-01**

**RESOLUTION DECLARING A VACANCY ON THE LAKELAND CITY
COUNCIL**

WHEREAS, Richard Glasgow was elected to the position of City Councilmember of the City of Lakeland effective January 1, 2015, term expiring on December 31, 2018; and,

WHEREAS, Richard Glasgow has been elected to the position of Mayor; term expiring December 31, 2018; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeland, Minnesota as follows:

1. The City Council for the City of Lakeland hereby finds and determines that a vacancy exists.
2. The City Council shall take appropriate steps to fill the vacancy by appointment with majority vote.

Passed and adopted by the Lakeland City Council this 6th day of January, 2017.

Richard Glasgow, Mayor

ATTEST:

Sandie Thone, City Administrator/Clerk

CITY OF LAKELAND
WASHINGTON COUNTY, MINNESOTA
RESOLUTION 2017-02

RESOLUTION APPOINTING TAMI FAHEY TO VACANT
LAKELAND CITY COUNCIL SEAT

WHEREAS, City Council for the City of Lakeland has determined that a vacancy exists in the council seat to which Richard Glasgow was elected to the position of City Council Member of the City of Lakeland effective January 1, 2015; and,

WHEREAS, the City Council for the City of Lakeland at its discretion is allowed to fill the vacancy; and

WHEREAS, Tami Fahey was duly appointed to fill the vacancy on the City Council by majority vote on January 6, 2017.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lakeland hereby appoints Tami Fahey to the vacant City Council seat effective January 1, 2017; and

BE IT FURTHER RESOLVED that Tami Fahey having been duly appointed to said seat by vote of the City Council, shall have and possess all the duties, powers and privileges of the City Council of the City of Lakeland to complete the term effective January 1, 2017 through December 31, 2018.

Passed and adopted by the Lakeland City Council this 6th day of January, 2017.

Richard Glasgow, Mayor

ATTEST:

Sandie Thone, City Administrator/Clerk

OATH OF OFFICE

State of Minnesota)
County of Washington) ss.
City Of Lakeland)

I, Tami Fahey, do solemnly affirm that
I will support the Constitution of the United States and the
Constitution of the State of Minnesota, and that I will
faithfully discharge the duties of the office of City
Council of the City of Lakeland in the County of
Washington and the State of Minnesota to the best of my
judgment and ability.

Signature

Subscribed and sworn to before me this 6th day of January 2017.

Signature of Notary Public _____

Sandie Thone

Date Commission Expires: Ex-Officio-N/A -1/31/2020 County of Residence: Washington

AGENDA ITEM

7A

**CITY OF LAKELAND
WASHINGTON COUNTY, MINNESOTA
RESOLUTION 2017-03**

**RESOLUTION NOT TO RESUME CONSTRUCTION AND TO CEASE
ALL PHASES MOVING FORWARD WITH THE NEW CITY HALL PROJECT**

WHEREAS, The City Council approved Resolution 2015-34 Moving Forward with New City Hall at its December 15, 2015 regular city council meeting; and

WHEREAS, The City Council approved Resolution 2016-04 Approving the Location of the New City Hall as City-Owned Property located at 1190 St. Croix Trail South at its February 16, 2016 regular city council meeting; and

WHEREAS, The City Council approved EAPC Architects Engineers as the lead architects for the new city hall project at its April 19, 2016 regular city council meeting and entered into a formal contract with EAPC at its May 17, 2016 meeting to plan and develop the new city hall; and

WHEREAS, Invitation to Bid for the construction of the new city hall was issued August 9, 2016 following the competitive bidding process requirements, bids were received and opened at 2:00 p.m. on August 30, 2016; and

WHEREAS, Parkos Construction was the lowest competitive bid that met all of the Bidding Requirements with a bid of \$512,700, and Resolution 2016-20 awarding the bid to Parkos Construction in the amount of \$512,700 for construction of the new city hall located at 1190 St. Croix Trail South, Lakeland, MN 55043 and approving the contract for services between Parkos Construction and the City of Lakeland was approved on September 20, 2016; and,

WHEREAS, On November 13, 2016 the newly constructed city hall located at 1190 St. Croix Trail South, Lakeland, MN 55043 was destroyed by arson, and,

WHEREAS, As at the Regular City Council Meeting on December 20, 2016 Council voted to not proceed with continued construction of the new city hall site and the motion failed 2-2.

BE IT RESOLVED THE LAKELAND CITY COUNCIL does hereby adopt Resolution 2017-03 not to resume construction and to cease all phases moving forward with the new city hall project.

Passed and adopted by the City Council for the City of Lakeland this 6th day of January 2017.

Richard Glasgow, Mayor

ATTEST:

Sandie Thone, City Administrator/Clerk

Sub Contractor / Supplier	M & L - Performed On Site / Office Staff	Materials in Stock Cannot be returned	Restocking Charge
Concrete / Masonry	\$ 42,924.00	\$ -	\$ -
Framing Lumber / Trusses	\$ 19,379.91	\$ -	\$ -
Windows	\$ -	\$ 8,111.51	\$ -
Casework	\$ 250.00	\$ -	\$ -
Insulation	\$ -	\$ -	\$ -
Roof/Siding	\$ 750.00	\$ -	\$ -
Frames / Doors	\$ -	\$ 6,203.00	\$ -
Hardware (canceled)	\$ -	\$ -	\$ -
Coiling Door (canceled)	\$ 300.00	\$ -	\$ -
Aluminium Entrance (canceled)	\$ 150.00	\$ -	\$ -
Drywall	\$ 45.00	\$ -	\$ -
C-Tile	\$ 249.75	\$ -	\$ -
ACT	\$ 250.00	\$ -	\$ -
Flooring / Canceled	\$ 7,180.00	\$ -	\$ -
Painting	\$ -	\$ -	\$ -
Bath Accessories	\$ -	\$ -	\$ -
Plumbing	\$ 7,788.00	\$ -	\$ -
HVAC	\$ 1,000.00	\$ -	\$ 500.00
Electrical	\$ 9,386.23	\$ -	\$ 310.23
Excavation	\$ 29,745.00	\$ -	\$ -
Asphalt	\$ 2,676.34	\$ -	\$ -
Landscaping	\$ -	\$ -	\$ -
Surveying	\$ 2,750.00	\$ -	\$ -
Testing	\$ 2,108.00	\$ -	\$ -
Parkos Labor	\$ 23,370.00	\$ -	\$ -
Crane	\$ 2,500.00	\$ -	\$ -
Insurance	\$ 600.00	\$ -	\$ -
Office Trailer	\$ 1,200.00	\$ -	\$ -
Dumpster	\$ 1,050.00	\$ -	\$ -
Satalite	\$ 300.00	\$ -	\$ -
Bond	\$ 2,585.00	\$ -	\$ -
Change Order # 1	14,125.00 \$ 2,536.00		
Total:	\$ 161,073.23	\$ 14,314.51	\$ 810.23

Sub Total: 176,197.97
10 % oh 17,619.80
Total; 193,817.77
8 % Profit 15,505.42
Total; 209,323.19



PARKOS CONSTRUCTION COMPANY, INC.

GENERAL CONTRACTOR
1010 SOUTH ROBERT STREET WEST ST. PAUL, MINNESOTA 55118
PHONE: (651) 455-0031 FAX: (651) 450-7740
"AN EQUAL OPPORTUNITY EMPLOYER"
OFFICE@PARKOSCONSTRUCTION.COM

CITY OF LAKELAND NEW CITY HALL REVISED 1/3/2017

Cost to repair, replace items including winter conditions:

Parkos	1: Demo Existing Slab	Cost:	8 450.00
Miller	2: Excavate interior and exterior of foundation walls for structural engineer to review damage.	Cost:	1,200.00
Miller	3: Cost to backfill and grade after structural repair is made	Cost:	1,400.00
	4: Cost of foundation repair to be on Time and Material when structural engineer submits report.		2,500.00 (allowance)
Cities 1 Plumbing	5: Cost to replace all underground piping (plumbing)	Cost:	7,227.00
Borgstrom	6: Cost to replace all underground piping (electrical)	Cost:	6,910.00
Steenberg	7: Cost to install new concrete 4" floor	Cost:	15,101.00
Parkos	8: Cost to install wood & Roof Framing	Cost: Materials	19,609.74
		Labor	24,600.00
Steenberg	9: Cost for winter Conditions	Cost:	2,600.00
Borgstrom	10: Cost for Winter Conditions	Cost:	3,500.00
Cities 1	11: Cost for Winter Conditions	Cost:	1,500.00
		TOTAL:	94,597.74
		10 %	9,459.77
		TOTAL	104,057.51
		BOND	1,040.57
		TOTAL	105,098.08

NOTE: OWNER TO SUPPLY GAS FOR TEMPORARY HEATERS

**CITY OF LAKELAND
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION 2017-04

**RESOLUTION OF THE CITY COUNCIL APPOINTING
REPRESENTATIVES OF THE CITY OF LAKELAND TO THE
LOWER ST. CROIX VALLEY FIRE PROTECTION DISTRICT**

WHEREAS, the City of Lakeland is a Joint Powers member of the Lower St. Croix Valley Fire Protection District (District); and,

WHEREAS, pursuant to the Joint Powers Agreement (JPA) under which District is organized, the District shall be managed by a Board of Commissioners (Board) which duty shall be to manage, control, direct and implement the purposes and intent of the Joint Powers Agreement; and,

WHEREAS, pursuant to the JPA under which the District is organized, the Board shall consist of two (2) primary members from each of the Cities, appointed by the City Council of the respective Cities. Such members shall serve at the pleasure of the City Council they represent. The regular terms of each member shall be for two (2) years, terms to commence on July 1st in alternate years; and,

WHEREAS, Richard Glasgow was appointed as a representative to the District Board, term to expire June 31, 2017, and wishes to appoint James Stanton to the remainder of his term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LAKELAND, That James Stanton is hereby appointed as one of two primary representatives to the District Board, effective with adoption of this Resolution, term to expire June 31, 2017.

Adopted by the City Council for the City of Lakeland this 6th day of January 2017.

Richard Glasgow, Mayor

ATTEST:

Sandie Thone, City Administrator/Clerk

Independent Contractor/Professional Snow Plow Service Agreement

This Agreement is entered into by and between the City of Lakeland, 1190 St Croix Trail South, Lakeland , MN 55043, (hereafter "City") and Tri-County Services Inc. (hereafter, "Contractor"), (collectively the "Parties").

Whereas, the City, wishes to purchase the services of Contractor for snow plow services;
and

Whereas, the services are necessary to maintain travel within the City;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City, and the contractor agree as follows:

1. Scope of Services

Contractor agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.

Changes to Scope of Services

Upon mutual agreement of the parties of this contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change requires additional services by Contractor, Contractor shall be entitled to additional compensation consistent with Section 2.B. of this agreement.

2. Term and Termination

A. Term.

This Agreement shall commence November 1, 2015 and be for a period not to exceed five years ending on May 15, 2018. The contract shall be reviewed on an annual basis every May. This agreement may also be renewed prior to or after its expiration by written mutual consent of both the City and the Contractor.

B. Payment for Services

City will compensate Contractor as detailed in Exhibit 3, Equipment List and Rates, which is attached hereto and incorporated herein by reference, for Contractor's performance of services under this Agreement.

Contractor will provide a detailed invoice of services monthly along with a detailed account of salt or sand/salt mixture used within the City. A separate invoice for salt or sand/salt mixture will be billed directly by Washington County. The contractor's detailed invoice will include the hourly totals for all equipment used within the city rounded to 15 minute increments and a record of salt and/or sand/salt tonnage

used. The monthly invoice will be also be detailed per snow event. The City will pay all approved invoices within 30 days of receipt.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

C. Termination.

- a. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Provider's default is excused by the City, the City may, upon written notice to the Contractor's representative listed herein (Section 11 Notices), cancel this Agreement in its entirety.

- b. This Agreement may be cancelled with or without cause by either party upon ninety (90) days written notice.

3. Indemnification and Insurance

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the City's liability shall be limited by the provisions of Minn. Stat. Chap. 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the City under the indemnity provision set forth above; it will at all times during the term of the Agreement keep in force:

- A. Commercial General Liability Insurance Policy with minimum limits of \$2,000,000 combined single limit (CSL) per occurrence; \$2,000,000 annual aggregate, with coverage pertaining to premises and completed operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

\$2,000,000 Aggregate

\$2,000,000 Products and Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Each Occurrence

\$100,000 Fire Damage Limit

\$5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any accident.
- C. The insurance requirements may be met through any combination of primary and umbrella/excess insurance.
- D. Workers' Compensation Insurance. The Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 Bodily Injury by Disease per employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$500,000 Bodily Injury by Accident
- E. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the City with an original Certificate of Insurance listing the City as an "Additional Insured" in all coverage areas except Workers' Compensation.
- F. The Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this agreement.

4. Independent Contractor Status

Contractor, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of City, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, worker's compensation, health/death benefits, and indemnification for third party personal injury/property damage claims.

Contractor acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole responsibility to comply with the applicable provisions of all Federal and State tax law.

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

5. Data Practices

The City and Contractor acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Stat. Chapter 13 and related statutes.

6. Subcontracting

Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement nor assign any interest without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

7. Modifications/Amendment

Any alterations, variations, modifications, amendments or waivers of the provisions of this agreement shall only be valid when they have been reduced to writing, and signed by the authorized representative of the City and Contractor.

8. Nondiscrimination

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

9. Health and Safety

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with the Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all

applicable sections of the State and Federal Occupation Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform Fire Code and/or any other applicable health and safety regulations.

10. Non-waiver, Severability, and Applicable Laws

A. Non-Waiver

Nothing in this Agreement shall constitute a waiver by the City of any statute of limitations or exceptions on liability.

B. Severability

If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws

The Laws of the State of Minnesota shall apply to this agreement.

11. Notices

The Parties representatives for notification for all purposes are:

City:

Matthew Kline
Director of Public Works
1190 St Croix Tr So, Lakeland MN
Phone: 651-253-3263 (C)
Email: mcline@ci.lakeland.mn.us

Contractor:

Name: Tri-County Services Inc
Name/ Title: Ben Thurmest, Owner
Address: 14235 80th St So, Hastings MN
Phone: 651-775-3209
Email: thurmest@aol.com

Contractor, having signed this Agreement, and the Lakeland City Council having duly approved such on the ____ day of _____, 2015 and pursuant to the proper City and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.



11-18-15

Tri-County Signature

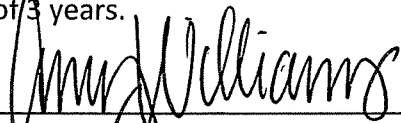
Date

Ben Thomas

11-18-15

Tri-County Printed Name

Approved by the Council this 20th day of October, 2015 for an agreement period of 3 years.



10/20/15

Amy Williams, Mayor

Date



10/20/15

Sandie Thone, City Administrator/Clerk

Date

Exhibit 1

Scope of Services

This includes, but is not limited to, the provision of the following services:

1. Snow and/or ice control operations will occur using the following criteria:
 - a. Snow accumulations of 2 inches or more;
 - b. Drifting of snow that causes problems for travel;
 - c. Icy conditions which seriously affect travel;
 - d. Time of snowfall in relationship to heavy use of streets; and
 - e. At the discretion of the director of public works.
2. Snow plow priority routes are as specified on the attached map.
3. Snow plow service shall be performed at times mutually agreed upon between the City and Contractor. Contractor and Public Works Director have met on this scope and determined that at this time the contractor will base his snow plow timing on past plowing practices of the city. Past practices were discussed. If specific times need to be recorded, this scope of service will be reviewed.
4. Authorization for snow plowing is required prior to November 1 and after March 1 from the Director of Public Works.
5. Sand/salt or straight salt will be measured by the contractor on a per ton basis and dispensed per stipulations within the Lakeland Snow Plow Policy.
6. The Contractor shall ensure that at least one of its contact persons is available and accessible 24 hours per day, seven days a week.
7. Provisions of the Lakeland Snow Plow policy shall be adhered to.

Exhibit 3

Equipment List and Rates

Equipment	Please check the box that pertains to primary equipment that will be used.	Rate/Hour	
		3 Year Contract	5 Year Contract
Single Axle Plow Truck with Wing and Sander	<input checked="" type="checkbox"/>	\$95	
One-Ton Plow Truck	<input checked="" type="checkbox"/>	\$95	
Front End Loader with Plow	<input checked="" type="checkbox"/>	\$95	
Tractor with Plow	<input checked="" type="checkbox"/>	\$95	
Tandem Axle Plow Truck with Wing and Sander	<input checked="" type="checkbox"/>	\$95	
Road Grader	<input checked="" type="checkbox"/>	\$95	