



Special City Council Meeting 6:00 p.m.
Tuesday, April 11, 2017
Lakeland City Hall

SPECIAL CITY COUNCIL MEETING AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPT AGENDA
4. PUBLIC WORKS COMMISSIONER AGREEMENT
5. TREASURER'S CONTRACT
6. LMCIT CITY HALL FIRE CLAIM SETTLEMENT
7. SECURITY SYSTEM FOR WATER PLANT TREATMENT FACILITIES
8. TRI-COUNTY SERVICES CONTRACT AMENDMENT
9. ADJOURN

PUBLIC WORKS COMMISSIONER AGREEMENT

THIS PUBLIC WORKS COMMISSIONER AGREEMENT (“Agreement”) is entered into this 11th day of April, 2017, by and between the **City of Lakeland**, a Minnesota municipal corporation (“City”) and **James R. Stanton** (“Public Works Commissioner”).

RECITALS

WHEREAS, City desires to retain the services of a Public Works Commissioner to perform certain duties as determined by the City Council, and

WHEREAS, the Public Works Commissioner is qualified and willing to accept and perform the responsibilities as Public Works Commissioner subject to the terms of this Agreement.

NOW, THEREFORE, City and Public Works Commissioner agree as follows:

AGREEMENT

1. **General.** Upon the terms and conditions set forth in this Agreement, City hereby contracts with the Public Works Commissioner to perform certain duties to be mutually agreed upon by the Public Works Commissioner and the City Council.
2. **Term of Agreement.** The term of this Agreement shall remain in effect until terminated, and may be terminated by either the City or the Public Works Commissioner as provided in Paragraph 3. The Agreement may be renewed for an additional term by Agreement of the City and the Public Works Commissioner.
3. **Termination of Agreement.** This Agreement may be terminated at any time upon the mutual Agreement of the City and the Public Works Commissioner. This Agreement may be terminated by the City for any reason by providing a sixty (60) day advance written notice to the Public Works Commissioner. This Agreement may be terminated by the Public Works Commissioner for any reason by providing a sixty (60) day advance written notice to the City.
4. **Duties and Authority.** The duties of the Public Works Commissioner shall include oversight of all Public Works Department operations, including but not limited to administration, inspection, repair and routine maintenance of Lakeland public utilities, streets, sanitary water and sewer utilities, public rights-of-way, and parks. The Public Works Commissioner shall have authority to negotiate and enter into contracts or agreements, including but not limited to the sale, purchase and/or disposal of surplus equipment, provided all such contracts and/or agreements do not exceed one-thousand dollars (\$1,000) in total for the contemplated services and/or goods. The Public Works Commissioner shall confer with the City Treasurer prior to entering into any such contracts or agreements. Any contracts or agreements exceeding the threshold amount shall require approval by majority vote of the City Council. This provision shall not, however, restrict the Public Works Commissioner’s authority in light of emergencies related to the Public Works Commissioner’s duties.

- b. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties. This Agreement can only be modified by written Agreement of both parties. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.

- c. **Legality.** The parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify such provision to make it valid and enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable. No payment may be made under this Agreement in excess of the maximum amount permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF LAKELAND

By: _____
Richard Glasgow, Mayor

By: _____
Jennifer Hutchins Farrell, City Clerk

PUBLIC WORKS COMMISSIONER

By: _____
James R. Stanton, Public Works Commissioner

Approved as to form:

JOHNSON/TURNER LEGAL

By: _____
City of Lakeland Attorneys

TREASURER AGREEMENT

THIS TREASURER AGREEMENT (“Agreement”) is entered into this 11th day of April, 2017, by and between the **City of Lakeland**, a Minnesota municipal corporation (“City”) and **Thomas H. Niedzwiecki** (“Treasurer”).

RECITALS

WHEREAS, City desires to retain the services of a Treasurer to perform certain duties as determined by the City Council, and

WHEREAS, the Treasurer is qualified and willing to accept and perform the responsibilities as Treasurer subject to the terms of this Agreement.

NOW, THEREFORE, City and Treasurer agree as follows:

AGREEMENT

1. **General.** Upon the terms and conditions set forth in this Agreement, City hereby contracts with the Treasurer to perform certain duties to be mutually agreed upon by the Treasurer and the City Council.
2. **Term of Agreement.** The term of this Agreement shall be for the thirty six month period beginning 4/1/2017 and ending 3/31/2020, and may be terminated by either the City or Treasurer as provided in Paragraph 3. The Agreement may be renewed for an additional term by Agreement of the City and the Treasurer.
3. **Termination of Agreement.** This Agreement may be terminated at any time upon the mutual Agreement of the City and the Treasurer. This Agreement may be terminated by the City for any reason by providing a 90 day advance written notice to the Treasurer. This Agreement may be terminated by the Treasurer for any reason by providing a 90 day advance written notice to the City.
4. **Duties.** The duties of the Treasurer shall include preparation of monthly and annual financial reports for all Funds, Claims to be Approved, monthly escrow and permit fee accounting and reports, monthly, quarterly and annual payroll taxes, benefit plan administration and reporting, unemployment insurance reporting, preparation of insurance applications (workers compensation, property, casualty, liability), building permit accounting, on-call for finance and accounting questions, annual budget and levy including the Public Works and Park Improvement Plan (s), annual review of Water Utility rates with comprehensive review and recommendation every two years, coordination with public finance advisors on TIF and Bond reporting, deposit and processing of all monies received, processing of all invoices including assignment of account and fund classification and preparation of check and invoice packets in “signature and mail ready form”, processing of payroll for Staff, Council and other employees, internal control monitoring including review of physical checks for appropriate signatures, cash flow management, fund transfers and monthly bank reconciliations.

Treasurer will make available and provide to the City an electronic copy of the City's books, accounts and financial records, to be updated on a monthly basis.

5. **Schedule.** The Treasurer's normal work schedule will be determined by the Treasurer following consultation with the Mayor, Council and City Clerk - Administrator. Treasurer attendance at City Council meetings is required unless excused. Travel to and from Lakeland City Hall to pick up or return documents will not be counted as time worked.
6. **Compensation and Benefits.** In consideration of the performance of the duties required by this Agreement, the Treasurer will be paid a monthly rate of \$2,000 for 2017, \$2,050 for 2018, \$2,100 in 2019 and \$2,150 in 2020. Treasurer will provide a breakdown of the monthly rate by Fund. Treasurer will provide his own computer hardware, software and other office equipment, however, charges for Quickbooks Accounting Software including Payroll Service, Payroll Forms, mailing envelopes, copies of invoices and postage will be billed based on expected usage and cost.

In the event of a power outage at the Treasurer's normal place of business, the City will facilitate temporary office space, internet service and use of general office equipment.

Additional time for services not covered in Paragraph 4 will require prior approval of the City Council and be billed by the Treasurer to the City as negotiated or at \$50 per hour during 2017 and \$60 per hour during 2018, 2019 and 2020. The City Council may delegate the authority to approve additional services to the Mayor, other Council Member(s) or the Clerk - Administrator. Approval of additional services shall be in writing or by email to the Treasurer. The Treasurer shall provide a written record of all time spent on additional services.

The Treasurer's compensation shall not be subject to FICA, PERA, and Medicare deduction. The position of Treasurer is an Independent Contractor position, and shall not be eligible for cash overtime or compensatory time in lieu of overtime. In recognition of the fact that the Treasurer is an Independent Contractor, the Treasurer shall not be eligible nor shall he receive any fringe benefits from the City. Therefore, by way of example and without limitation, the Treasurer shall not be eligible for group insurance benefits, workers' compensation, paid holidays, vacation, sick leave, severance, or city retirement benefits.

7. **Indemnification.** The City shall defend and indemnify Treasurer pursuant to Minn. Stat. 466.07 and 467.76. In addition, the City shall defend, hold harmless, and indemnify Treasurer from all torts; civil damages; penalties and fines; violation of statutes, laws, rules, and ordinances, provided the Treasurer acts only in the good faith performance of the duties of the position. Treasurer will indemnify and hold City harmless from Treasurer's acts of negligence, recklessness or intentional misconduct.

**AMENDMENT TO INDEPENDENT CONTRACTOR/PROFESSIONAL SNOW PLOW
SERVICE AGREEMENT**

This Amendment to the Independent Contractor/Professional Snow Plow Service Agreement (“Agreement”) is made and entered into by and between the City of Lakeland, 1190 St. Croix Trail South, Lakeland, MN 55043 (“City”) and Tri-County Services Inc. (“Contractor”) (collectively referred to as the “Parties”).

WHEREAS, Exhibit 1 of the Agreement described the scope of services to be provided by Contractor to City; and

WHEREAS, the City and Contractor wish to amend the Agreement to add to the scope of services contemplated by the Agreement, pursuant to paragraph 1 of the Agreement; and

WHEREAS, no other terms of the Agreement are modified, altered, or changed by virtue of this Amendment unless specified herein.

NOW THEREFORE, the Parties agree as follows:

1. Exhibit 1 of the Agreement is hereby amended to add the following service:
 8. Assistance with general oversight and administration of City Public Works operations as directed to Contractor by the Public Works Director/Public Works Commissioner, which may include but is not limited to administration, inspection, and repair and routine maintenance of City public utilities, streets, sanitary water and sewer utilities, public rights-of-way, and grass-cutting and trimming in parks.
2. Exhibit 3 of the Agreement is hereby amended to add the following equipment list and rate:

		<u>3 Year Contract</u>	<u>5 Year Contract</u>
Grass cutting worker and mower and/or grass trimming worker and trimmer	√	\$85	N/A

3. The City will compensate Contractor for all other services pursuant to the terms of the Agreement, and consistent with Section 2.B. and Exhibit 3 of the Agreement.

[The remainder of this page intentionally left blank; signatures appear on the next page]

CITY OF LAKELAND

By: _____
Richard Glasgow, Mayor

By: _____
Jennifer Hutchins Farrell, City Clerk

PUBLIC WORKS COMMISSIONER

By: _____
James R. Stanton, Public Works
Commissioner

TRI-COUNTY SERVICES INC.

By: _____
Ben Thurmeist
Its: Owner

Approved as to form:

JOHNSON/TURNER LEGAL

By: _____
City of Lakeland Attorneys