



## CITY COUNCIL AGENDA

January 18, 2022 ~ 7:00 PM

*Preliminary agenda; subject to change. The Council will set a final agenda at the meeting.*

### CALL THE MEETING TO ORDER

### PLEDGE OF ALLEGIANCE

### AGENDA CHANGES/APPROVE AGENDA

### APPROVAL OF MINUTES (pg 2-3)

### APPROVE ACCOUNTS PAYABLE & INVESTMENT AND TRANSFER ACTIVITY (pg 4-6) Total \$70,300.45

### DEPARTMENT REPORTS (pg 7-9)

### SCHEDULED/UNSCHEDULED GUESTS (limit 5 minutes each)

### AGENDA ITEMS:

1. **Liquor License Consideration**
  - a. **Resolution 22-09 Silverbacks Liquor License Approval (pg 10)**
2. **Resolution 22-10 Authorizing Authority to Execute MnDOT Agreement (pg 11-24)**
3. **Resolution 22-11 Accepting FD Donation (pg 25)**
4. **Set Date/Time for Local Board of Appeal and Equalization Hearing**
  - a. **Monday, April 18, 2022 at 6:00pm at City Hall**
5. **Fire Department Turnout Gear Purchase Request (pg 26)**
6. **Professional Services Contact Policy (pg 27)**
7. **SEH General Services and SLA (pg 28-31)**

### OLD BUSINESS

### INFORMATIONAL ITEMS

1. **SCDP Kick-Off Meeting – Tuesday, January 25, 2022 at Multi-Purpose Center**
  - a. **5:30 – 6:30pm Commercial Properties**
  - b. **6:30 – 7:30pm Residential/Owner-Occupied Properties**
2. **Other Board and Committee Reports**
3. **PeopleService Reports (pg 32-35)**

### ANNOUNCEMENTS

1. **Next council meeting, Monday, February 7th at 7:00 p.m. in City Hall**

### ADJOURN



**CITY COUNCIL AGENDA**  
**January 4, 2022 ~ 7:00 PM**

**Council Present:** ☒ Doug Busch, ☒ Bruce Bakalyar, ☒ Andrea Monson, ☒ Brent Pavelko, ☒ Nathan Hall  
**Others Present:** Brian Rossow – Clerk, Chief Roger Pohlman, Lance Frerichs, Joshua Schuetz - Media, Richard Doescher, Chad Janssen, Carol Schulz, J (virtual)

**CALL THE MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**AGENDA CHANGES/APPROVE AGENDA** – Motion to approve made by Hall/Pavelko. All in favor. Approved.

**APPROVAL OF MINUTES** – Motion to approve the minutes made by Bakalyar/Monson. All in favor. Approved.

**APPROVE ACCOUNTS PAYABLE & INVESTMENT AND TRANSFER ACTIVITY** – Motion to approve the accounts payable in the amount of \$1,026,570.69 made by Bakalyar/Pavelko. All in favor. Approved.

**DEPARTMENT REPORTS** – in packet

- **Lance Frerichs** –

- First item is that there was damage done to the wing on one of the trucks with the last snow. Frerichs would like to try a rubber cutting edge on the blade and wing of one of the trucks and see if it helps reduce damage. Cost is \$2000 - \$2500 for one truck. Motion to approve up to \$2500 made by Bakalyar/Hall. All in favor. Approved.
- Second item is the water treatment plant. Frerichs does not feel we are getting what we're paying for. Frerichs printed off 6-8 pages of alarms from the last week only. The RO unit makes good water, but it needs to be monitored constantly. Lance feels the old and new system are not communicating well. Hall feels we need to put some pressure on our engineers to get this resolved. Pavelko feels we should make contact with another company to do repairs if needed.

**SCHEDULED/UNSCHEDULED GUESTS** (limit 5 minutes each)

**AGENDA ITEMS:**

1. **Annual Resolutions** – Motion to approve all of the listed resolutions made by Pavelko/Bakalyar. All in favor. Approved.
  - a. **22-01 Financial Institutions Signers**
  - b. **22-02 Offset of Accounts**
  - c. **22-03 Allowing Wiring of Funds**
  - d. **22-04 Allowing Prepayments of Accounts Payable**
  - e. **22-05 Designation of Official Newspaper**
  - f. **22-06 Fees for 2022**
  - g. **22-07 Authorizing 457 Plan Signers**
  - h. **22-08 Appointing a Responsible Authority**
2. **Ambulance Service 2022 Officers Recommendation** – Motion to approve officers as listed made by Hall/Monson. All in favor. Approved.
  - a. **Director** – Jeremy Fricke
  - b. **Training Officer** – Chelsey Fricke
  - c. **Scheduling/Secretary** – Jan Hawkinson
  - d. **Inventory/Inspection Specialist** – Donna Thaemlitz
3. **2022 Board and Committee Appointments** – Motion to approve the recommended appointments as printed in the packet made by Monson/Hall. All in favor. Approved.
  - a. **Appoint a Mayor Pro Tem** – Motion to approve Bakalyar as Mayor Pro Tem made by Monson/Pavelko. All in favor. Approved.
4. **Police – Nuisance Property Action Request – 305 2<sup>nd</sup> Ave N** – Chief Pohlman reviewed the nuisance this morning and the nuisance has been corrected and abated. No action needed at this time.

- 5. Liquor Store Credit Card Servicer Change** – A new credit card servicer can provide us with significant cost savings on processing fees and will likely pay for the new card reader in the first month with the savings on processing. Motion to approve the change and purchase a new card reader made by Monson/Hall. All in favor. Approved.
- 6. Lutheran Social Service Meal Site Use Agreement** – Motion to approve the 2022 LSS Meal Site Agreement made by Bakalyar/Monson. All in favor. Approved.

**OLD BUSINESS** - None

**INFORMATIONAL ITEMS**

- 1. Other Board and Committee Reports** - None

**ANNOUNCEMENTS**

- 1. Next council meeting, Tuesday, January 18th at 7:00 p.m. in City Hall**

**ADJOURN** – Motion to adjourn at 7:17pm made by Pavelko/Bakalyar. All in favor. Approved.

**Attest:**

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**Brian Rossow, City Clerk**

# City of Lakefield

## Council Payables Report

Dept	Account	Check Date	Vendor Name	Comments	Amount
	Hospitalization/Medical Ins	07-Jan-22	FURTHER	1.6.22 payroll	\$637.32
	FICA Tax Withholding	07-Jan-22	IRS	1.6.22 payroll	\$2,149.94
	Federal Withholding	07-Jan-22	IRS	1.6.22 payroll	\$1,816.61
	Medicare	07-Jan-22	IRS	1.6.22 payroll	\$714.46
	State Withholding	07-Jan-22	MINNESOTA REVENUE	1.6.22 payroll	\$1,038.39
	PERA	07-Jan-22	P.E.R.A.	1.6.22 payroll	\$4,598.41
	Deferred Comp (ING)	07-Jan-22	VOYA INSTITUTIONAL TRUST CO	1.6.22 payroll	\$320.39
Ambulance Fund	General Supplies	10-Jan-22	BOUND TREE MEDICAL	ambulance supplies	\$76.20
Ambulance Fund	General Supplies	10-Jan-22	BOUND TREE MEDICAL	rechargable battery	\$779.99
Ambulance Fund	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$166.58
City Clerk	Advertising	10-Jan-22	LIVEWIRE PRINTING COMPANY	legal notice in standard	\$201.60
City Clerk	Advertising	10-Jan-22	LIVEWIRE PRINTING COMPANY	prior credit	(\$58.78)
Fire/Ambulance Bldg	Utilities	10-Jan-22	LPU	utilities	\$552.37
Fire/Ambulance Bldg	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$333.16
Fire/Ambulance Bldg	Garbage Service	11-Jan-21	SCHAAP SANITATION	trash service	\$34.02
Fire/Ambulance Bldg	Building Repairs &	11-Jan-12	PLUNKETT S	annual pest control contract	\$394.22
General Government	Legal Fees	10-Jan-22	JACKSON CO	filing fee	\$46.00
General Government	Building Janitorial	10-Jan-22	JACKSON COUNTY DAC	hall cleaning	\$10.25
General Government	Building Janitorial	10-Jan-22	JACKSON COUNTY DAC	hall cleaning	\$10.25
General Government	Building Janitorial	10-Jan-22	JACKSON COUNTY DAC	hall cleaning	\$10.25
General Government	Building Janitorial	10-Jan-22	JACKSON COUNTY DAC	hall cleaning	\$10.25
General Government	Utilities	10-Jan-22	LPU	utilities	\$298.36
General Government	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$168.84
General Government	Repairs & Maintenance	11-Jan-12	A & B BUSINESS	printer contract	\$58.56
General Government	Computer Support Fees	11-Jan-12	COMPUTER LODGE LLC	Microsoft Office	\$293.34
General Government	Computer Support Fees	11-Jan-12	COMPUTER LODGE LLC	block time agreement	\$3,400.00
General Government	Computer Support Fees	11-Jan-12	GOVOFFICE LLC	email service	\$800.00
GREIN ADDITION	Legal Fees	11-Jan-12	COSTELLO, CARLSON &	Grein addition title agreement	\$300.00
GREIN ADDITION	Legal Fees	11-Jan-12	COSTELLO, CARLSON &	Warranty Deed on lot sale	\$291.00
Library	Utilities	10-Jan-22	LPU	utilities	\$149.09
Library	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$166.61
Library	Garbage Service	11-Jan-21	SCHAAP SANITATION	trash service	\$9.45
Liquor Store Fund	Misc Purchases Resale	10-Jan-22	ARCTIC GLACIER	liquor store	\$105.15
Liquor Store Fund	Beer Purchases	10-Jan-22	BEVERAGE WHOLESALERS	liquor store	\$1,142.10
Liquor Store Fund	Liquor Purchases	10-Jan-22	BREAKTHRU BEVERAGE	liquor store	\$329.87
Liquor Store Fund	Beer Purchases	10-Jan-22	DOLL DISTRIBUTING LLC	liquor store	(\$968.25)

# City of Lakefield

## Council Payables Report

Dept	Account	Check Date	Vendor Name	Comments	Amount
Liquor Store Fund	Beer Purchases	10-Jan-22	DOLL DISTRIBUTING LLC	liquor store	\$0.00
Liquor Store Fund	Beer Purchases	10-Jan-22	DOLL DISTRIBUTING LLC	liquor store	\$972.00
Liquor Store Fund	Beer Purchases	10-Jan-22	DOLL DISTRIBUTING LLC	liquor store	\$958.50
Liquor Store Fund	Beer Purchases	10-Jan-22	DOLL DISTRIBUTING LLC	liquor store	\$869.75
Liquor Store Fund	Liquor Purchases	10-Jan-22	JOHNSON BROTHERS LIQUOR	liquor store	\$964.95
Liquor Store Fund	Liquor Purchases	10-Jan-22	JOHNSON BROTHERS LIQUOR	liquor store	\$1,765.69
Liquor Store Fund	Utilities	10-Jan-22	LPU	utilities	\$564.45
Liquor Store Fund	Misc Purchases Resale	11-Jan-21	MAYNARD S FOOD CENTER	liquor store pop	\$98.69
Liquor Store Fund	Misc Purchases Resale	11-Jan-21	MAYNARD S FOOD CENTER	liquor store pop	\$147.47
Liquor Store Fund	Garbage Service	11-Jan-21	SCHAAP SANITATION	trash service	\$34.02
Liquor Store Fund	Beer Purchases	11-Jan-12	BEVERAGE WHOLESALERS	liquor store	\$989.41
Liquor Store Fund	Beer Purchases	11-Jan-12	DOLL DISTRIBUTING LLC	liquor store	\$3,366.00
Liquor Store Fund	Liquor Purchases	11-Jan-12	PAUSTIS WINE COMPANY	liquor store	\$437.00
Liquor Store Fund	Liquor Purchases	11-Jan-12	SOUTHERN GLAZERS WINE &	liquor store	\$110.05
Liquor Store Fund	Liquor Purchases	11-Jan-12	SOUTHERN GLAZERS WINE &	liquor store	\$999.75
Multi-Purpose Building	Utilities	10-Jan-22	LPU	utilities	\$491.37
Multi-Purpose Building	General Supplies	11-Jan-21	MAYNARD S FOOD CENTER	MPC trash bags	\$11.70
Multi-Purpose Building	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$163.03
Multi-Purpose Building	Garbage Service	11-Jan-21	SCHAAP SANITATION	trash service	\$103.13
Parks Department	Utilities	10-Jan-22	LPU	utilities	\$212.01
Police Department	Legal Fees	10-Jan-22	COSTELLO, CARLSON &	legal services- criminal matters	\$2,983.50
Police Department	Utilities	10-Jan-22	LPU	utilities	\$29.46
Police Department	General Supplies	11-Jan-21	MAYNARD S FOOD CENTER	street- kleenexes	\$10.25
Police Department	General Supplies	11-Jan-21	MAYNARD S FOOD CENTER	TP	\$33.97
Police Department	Vehicle Expense	10-Jan-22	WEX BANK	fuel	\$455.23
Police Department	Police CIP	11-Jan-12	CODE 4 SERVICES, INC	Cradle Point Routers	\$2,391.30
Police Department	Police CIP	11-Jan-12	CODE 4 SERVICES, INC	in car video	\$15,035.97
Police Department	Dues and Subscriptions	11-Jan-12	MINNESOTA CHIEFS OF POLICE	membership renewal	\$228.00
RD STREET PROJECT	Capital Outlay	10-Jan-22	COSTELLO, CARLSON &	legal services	\$8,000.00
Sewer Fund	Capital Outlay	10-Jan-22	COSTELLO, CARLSON &	legal services	\$1,200.00
Sewer Fund	Utilities	10-Jan-22	LPU	utilities	\$35.74
Sewer Fund	Utilities	10-Jan-22	LPU	utilities	\$1,778.35
Sewer Fund	Utilities	10-Jan-22	LPU	utilities	\$49.64
Sewer Fund	Utilities	10-Jan-22	LPU	utilities	\$22.00
Sewer Fund	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$762.96
Sewer Fund	Garbage Service	11-Jan-21	SCHAAP SANITATION	trash service	\$94.34

# City of Lakefield

## Council Payables Report

Dept	Account	Check Date	Vendor Name	Comments	Amount
Street Department	General Supplies	10-Jan-22	FASTENAL COMPANY	street- contr.bag	\$200.85
Street Department	Locate Fees (Gopher)	10-Jan-22	GOPHER STATE ONE CALL	December tickets	\$13.50
Street Department	General Supplies	10-Jan-22	LAKEFIELD LUMBER	boards	\$49.81
Street Department	Building Repairs &	10-Jan-22	LAKEFIELD LUMBER	boards	\$26.31
Street Department	Utilities	10-Jan-22	LPU	utilities	\$83.40
Street Department	Street Light & Elect Main	10-Jan-22	LPU	utilities	\$98.48
Street Department	Street Light & Elect Main	10-Jan-22	LPU	utilities	\$1,663.76
Street Department	Utilities	10-Jan-22	LPU	utilities	\$167.47
Street Department	Equipment Maintenance	10-Jan-22	MARC	tar remover	\$0.00
Street Department	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$496.24
Street Department	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$580.33
Street Department	Garbage Service	11-Jan-21	SCHAAP SANITATION	trash service	\$9.45
Swimming Pools	Utilities	10-Jan-22	LPU	utilities	\$133.79
Swimming Pools	Utilities	11-Jan-21	MINNESOTA ENERGY	gas	\$21.38

**Total**

**\$70,300.45**

### Summary by Department

n/a	\$ 11,275.52
General Government	\$ 5,106.10
City Clerk	\$ 142.82
Police Department	\$ 21,167.68
Ambulance Fund	\$ 1,022.77
Fire/Ambulance Bldg	\$ 1,313.77
Street Department	\$ 3,389.60
Swimming Pools	\$ 155.17
Parks Department	\$ 212.01
Multi-Purpose Building	\$ 769.23
Library	\$ 325.15
RD STREET PROJECT	\$ 8,000.00
GREIN ADDITION	\$ 591.00
Sewer Fund	\$ 3,943.03
Liquor Store Fund	\$ 12,886.60
<b>Total</b>	<b><u><u>\$ 70,300.45</u></u></b>

### Summary by Fund

GENERAL FUND	\$ 26,429.78
RD STREET PROJECT-SEWER	\$ 8,000.00
GREIN ADDITION	\$ 591.00
CAPITAL IMPROVEMENTS	\$ 17,427.27
SEWER FUND	\$ 3,943.03
MUNICIPAL LIQUOR FUND	\$ 12,886.60
AMBULANCE FUND	\$ 1,022.77
<b>Total</b>	<b><u><u>\$ 70,300.45</u></u></b>

## **Department Head Report**

**Date: January 18, 2022**

**Fire Department report** – Nothing to report.

**Ambulance Service** – Nothing to report.

**Police Department** – Chief Pohlman participated in the following: January 4<sup>th</sup> – Lethal Means Safety Task Force sub-committee with Des Moines Valley Health & Human Services; January 6<sup>th</sup> – Jackson County Child Protection meeting; January 11<sup>th</sup> – Faribault/Martin/Jackson (FMJ) County Treatment Court and January 12<sup>th</sup> – MN Bureau of Criminal Apprehension and MN Coalition Against Sexual Assault virtual meeting for compliance with Legislative mandate on testing of all Sexual Assault kits within the State that were collected prior to 2016. Full-time members of the Lakefield Police Department will attend their final skills session for Emergency Medical Responder (EMR) training on January 15<sup>th</sup>, and then participate in Minnesota State EMR Certification testing on January 19<sup>th</sup> from 5:30 – 8:30 PM at the Jackson Fire Hall. Calls for service attached.

**Liquor Store Report** – Well another end of the year in the books. The auditor was here on Monday January 3 everything went well with the count. Have to wait for the numbers to see how we did in 2021. It has slowed down some in January. We are starting to see a lot of shortages from the liquor and beer end. We are going to start seeing a lot of new products coming in .We are thinking of having the store reset to change things. We are cleaning the shelves and bottles on slow days.

**Clerk** – Our contract with CEDA ended at the end of 2021 so I have taken a more active role in EDA. Working on loan programs, SCDP planning, housing, and addressing past due EDA accounts. Participated in SWMHP Housing Forum. Updated binders for all required records for 2021 and 2022. Working on insurance renewals.

**Public Works Department** –

# Lakefield Police Department

LPD Bi-Weekly (12-30-2021 to 1-13-2022) CFS

Printed on January 13, 2022

## Totals

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CFS Date/Time	CFS #	Code : Description	Address	Primary
01/04/22 13:13:00	JSOCFS2022010058	:	301 Main STreet, LAKEFIELD, MN 56150	40
<b>: Total: 1</b>				
12/31/21 05:18:55	JSOCFS2021129142	ALRM : Alarm	405 N HWY 86, LAKEFIELD	40
01/09/22 21:30:13	JSOCFS2022010161	ALRM : Alarm	405 N HWY 86, LAKEFIELD, MN 56150	43
<b>ALRM : Alarm Total: 2</b>				
12/31/21 16:25:18	JSOCFS2021129149	ANIMAL-CALL : Animal Call	129 BUSH ST, LAKEFIELD, MN 56150	43
<b>ANIMAL-CALL : Animal Call Total: 1</b>				
12/30/21 16:21:55	JSOCFS2021129132	ASSIST-AGENCY : Assist other agency	306 5TH AVE W, LAKEFIELD, MN 56150	43
<b>ASSIST-AGENCY : Assist other agency Total: 1</b>				
01/09/22 16:23:46	JSOCFS2022010157	ASSIST-PUB : Public Assist	101 NORTH 86, LAKEFIELD	43
01/10/22 17:28:48	JSOCFS2022010179	ASSIST-PUB : Public Assist	301 MAIN ST, LAKEFIELD	43
<b>ASSIST-PUB : Public Assist Total: 2</b>				
01/02/22 20:48:17	JSOCFS2022010031	DRUG : Drug Complaint	101 VALLEBROOK RD, LAKEFIELD, MN 56150	43
<b>DRUG : Drug Complaint Total: 1</b>				
01/04/22 21:46:16	JSOCFS2022010069	FIRE-STR : Fire Structure	110TH MILWAUKEE ST, LAKEFIELD, MN 56150	44, LFD, LA1
<b>FIRE-STR : Fire Structure Total: 1</b>				
12/31/21 16:45:55	JSOCFS2021129150	FOLLOW-UP : Follow-up/Report	403 COLONIAL AVE, LAKEFIELD, MN 56150	43
<b>FOLLOW-UP : Follow-up/Report Total: 1</b>				
12/30/21 14:17:21	JSOCFS2021129128	FUNERAL ESCORT : Funeral Escort	401 7TH AVE N, LAKEFIELD, MN 56150	40
01/11/22 11:52:45	JSOCFS2022010193	FUNERAL ESCORT : Funeral Escort	520 CHERRY ST, LAKEFIELD, MN 56150	40
<b>FUNERAL ESCORT : Funeral Escort Total: 2</b>				



CFS Date/Time	CFS #	Code : Description	Address	Primary
01/05/22 00:24:42	JSOCFS2022010070	MEDICAL : Ambulance Medical	██████████ LAKEFIELD, MN 56150	44, LA1

**MEDICAL : Ambulance Medical Total: 1**

01/08/22 13:34:46	JSOCFS2022010141	PARK-VIOL : Parking Violation	609 CHERRY ST, LAKEFIELD, MN 56150	43
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**PARK-VIOL : Parking Violation Total: 1**

01/08/22 17:13:09	JSOCFS2022010145	Public Assist : Public Assist	101 VALLEYBROOK RD, LAKEFIELD	43
01/09/22 22:44:08	JSOCFS2022010163	Public Assist : Public Assist	306 W 5TH AVE, LAKEFIELD	43
01/08/22 21:40:30	JSOCFS2022010151	Public Assist : Public Assist	306 W 5TH ST, LAKEFIELD, MN 56150	43

**Public Assist : Public Assist Total: 3**

01/04/22 15:04:08	JSOCFS2022010063	SUSP - ACTIVITY : Suspicious Activity	300 Blk alley between Main and Plum Street, LAKEFIELD	40
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**SUSP - ACTIVITY : Suspicious Activity Total: 1**

01/10/22 07:20:00	JSOCFS2022010165	TRAFFIC STOP : Traffic Stop	Intersection of INDUSTRIAL ROAD and HWY 86, LAKEFIELD, MN 56150	40
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**TRAFFIC STOP : Traffic Stop Total: 1**

12/30/21 15:25:58	JSOCFS2021129130	WELFARE : Concern for Welfare	403 COLONIAL AVE, LAKEFIELD, MN 56150	40
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**WELFARE : Concern for Welfare Total: 1**

**Total Records: 20**

**Resolution 22-09**  
**2022 Liquor License Approval**  
**City of Lakefield**  
**County of Jackson, Minnesota**

**Whereas**, the City of Lakefield issues annual liquor licenses within the corporate limits, and

**Whereas**, the below listed businesses have applied for said licenses, and

**Whereas**, said businesses have provided necessary signatures, payments, and insurance documentation.

**Now Therefore Be it Resolved:** the following businesses are recommended for approval for the 2022 calendar year for liquor licensure.

- a. Silverbacks Café & Catering                      Liquor and Sunday Liquor

Adopted by the Lakefield City Council on **January 18, 2022.**

Attest:

\_\_\_\_\_  
Douglas Busch, Mayor

\_\_\_\_\_  
Brian Rossow, City Clerk

M/ \_\_\_\_\_

B. Bakalyar      Y/N

A. Monson      Y/N

S/ \_\_\_\_\_

B. Pavelko      Y/N

N. Hall      Y/N

D. Busch      Y/N

Date: January 14, 2022

Brian Rossow  
City Clerk  
301 Main St., PO Box 900  
Lakefield, MN 56150

RE: Proposed Const. Agreement No. **1048893**  
City of Lakefield  
S.P. 3208-19 (T.H. 86=086)

This project is from 90 feet south of 9<sup>th</sup> Avenue South to 685 feet north of Funk Ave North through Lakefield. The project includes roadway reconstruction, storm sewer, city utilities, lighting, signing, pavement markings, and sidewalk.

Dear Mr. Rossow:

Attached to this e-mail is a proposed agreement with the City of Lakefield. This agreement provides for payment to the State of the City's share of the costs of city utilities, storm sewer, lighting, signs, parking lane, and sidewalk construction on T.H. 86 within the corporate City limits of Lakefield.

Kindly present this agreement to the City Council for their approval and execution, which includes signatures of the City Council authorized City officers, on the agreement. Also required is a resolution passed by the City Council authorizing its officers to sign the agreement in its behalf.

We are currently encouraging digital signatures and are only accepting electronic files. If the City prefers, they may wet sign and scan the Agreement (in color and at least 400 DPI). We are only accepting PDFs at this time.

Please return the digital copy of the agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,



Peter Engelmeyer, PE, PMP  
Project Manager

Attached - Proposed Agreement

cc: File, Carrie Jones, Malaki Ruranika

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF LAKEFIELD  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>3208-19</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (T.H.):</b>	<u>86=086</u>	<u>\$1,754,087.77</u>
<b>Federal Project Number:</b>	<u>STPF 3222(032)</u>	
<b>Lighting System Feed Point No.:</b>	<u>City A, B</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Lakefield, acting through its City Council ("City").

**Recitals**

1. The State will perform grading, bituminous surfacing, ADA improvements, and lighting construction and other associated construction upon, along, and adjacent to Trunk Highway No. 86 from 90 feet south of 9th Avenue South to 685 feet north of Funk Avenue North according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 3208-19 (T.H. 86=086) ("Project"); and
2. The City has requested the State include in its Project City utilities, storm sewer, lighting, signs, parking lane, and sidewalk construction; and
3. The City wishes to participate in the costs of the City utilities, storm sewer, lighting, signs, parking lane, and sidewalk construction and associated construction engineering; and
4. Agreement No. 1048803 between the State and Jackson County will address the Project's detour; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 3208-19 (T.H. 86=086) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Clerk and attached and incorporated into this Agreement.

## 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
  - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
  - B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
  - A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
  - B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. **Permits.**
  - A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

**2.6. Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

### 3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State.

- 3.1. Parking Lane.** Maintenance of the parking lanes on the west side of T.H. 86 from 3rd Avenue North to 4th Avenue North and from Menage Avenue to 250 feet north of Menage Avenue. Maintenance includes, but is not limited to, debris removal and any other maintenance activities determined by the District and according to accepted City maintenance practices.
- 3.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.3. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, including sump pump subdrain system, without cost or expense to the State.
- 3.4. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.5. Lighting.** Maintenance and ownership of any lighting facilities construction on Feed Points A and B. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 3.6. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

#### 4. Basis of City Cost

- 4.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization and traffic control.
- A.** 10 Percent will be the City's rate of cost participation in all of the parking lane and sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I". The City's lump sum cost for parking lane and sidewalk construction will be based on estimated quantities and construction contract unit prices.
  - B.** 45 Percent will be the City's rate of cost participation in all of the storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheet Nos. 3 and 4 of the Preliminary Schedule "I".
  - C.** 100 Percent will be the City's rate of cost participation in all of the City utilities, lighting, and signs construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I".
- 4.3. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 4.4. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.
- The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 4.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

#### 5. City Cost and Payment by the City

- 5.1. City Cost. \$1,754,087.77** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
  - B.** The City's receipt of a written request from the State for the advancement of funds.

**5.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

**5.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**6.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: malaki.ruranika@state.mn.us

**6.2.** The City's Authorized Representative will be:

Name, Title: Brian Rossow, City Clerk (or successor)  
 Address: 301 Main Street, P.O. Box 900, Lakefield, MN 56150  
 Telephone: (507) 662-5457  
 E-Mail: clerk@lakefieldmn.com

## 7. Assignment; Amendments; Waiver; Contract Complete

**7.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.



## 8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## 9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## 10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

## 12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 13. Termination; Suspension

- 13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.
- 13.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.
- 13.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

## 14. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**CITY OF LAKEFIELD**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1048893**

**City of Lakefield**

S.P. 3208-19 (T.H. 86=086)

Preliminary: January 6, 2022

Fed. Proj. STPF 3222(032)

Grading, bituminous surfacing, ADA improvements, and lighting construction to start approximately April 18, 2022 under State Contract No. \_\_\_\_ with \_\_\_\_ located on T.H. 86 from 90 feet south of 9th Ave. S. to 685 feet north of Funk Ave. N.

**CITY COST PARTICIPATION**

(1) Parking Lane and Sidewalk Work Items From Sheet No. 2 - City Cost	22,634.54
Storm Sewer Work Items From Sheet No. 4 - City Cost	1,035,548.27
City Utilities, Lighting and Signs Work Items from Sheet No. 5	565,972.53
Subtotal	\$1,624,155.34
Construction Engineering (8%)	129,932.43
<b>(2) Total City Cost</b>	<b>\$1,754,087.77</b>

(1) Lump sum on bid amount as described in Article 4.2.A of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)



ITEM NUMBER	S.P. 3208-19 STORM SEWER WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.34	321,394.52	109,274.14
2501.502	15" RC PIPE APRON	EACH	1.00	1,000.00	1,000.00
2501.502	24" RC PIPE APRON	EACH	1.00	1,200.00	1,200.00
2501.502	30" RC PIPE APRON	EACH	1.00	1,200.00	1,200.00
2501.502	60" RC PIPE APRON	EACH	1.00	3,800.00	3,800.00
2502.602	CONNECT TO EXISTING PIPE DRAIN	EACH	3.00	300.00	900.00
2503.503	12" RC PIPE SEWER DES 3006	LIN FT	1,305.00	70.00	91,350.00
2503.503	12" RC PIPE SEWER DES 3006 CL IV	LIN FT	618.00	70.00	43,260.00
2503.503	15" RC PIPE SEWER DES 3006	LIN FT	922.00	75.00	69,150.00
2503.503	15" RC PIPE SEWER DES 3006 CL III	LIN FT	509.00	68.00	34,612.00
2503.503	18" RC PIPE SEWER DES 3006	LIN FT	540.00	90.00	48,600.00
2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	46.00	100.00	4,600.00
2503.503	21" RC PIPE SEWER DES 3006	LIN FT	165.00	95.00	15,675.00
2503.503	24" RC PIPE SEWER DES 3006	LIN FT	263.00	95.00	24,985.00
2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	164.00	75.00	12,300.00
2503.503	30" RC PIPE SEWER DES 3006 CL III	LIN FT	130.00	90.00	11,700.00
2503.503	36" RC PIPE SEWER DES 3006 CL III	LIN FT	350.00	120.00	42,000.00
2503.503	48" RC PIPE SEWER DES 3006	LIN FT	320.00	275.00	88,000.00
2503.503	54" RC PIPE SEWER DES 3006	LIN FT	795.00	355.00	282,225.00
2503.503	60" RC PIPE SEWER DES 3006 CL II	LIN FT	1,433.00	380.00	544,540.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	9.00	1,100.00	9,900.00
2506.502	CASTING ASSEMBLY	EACH	138.00	850.00	117,300.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	167.00	420.00	70,140.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN G OR H	LIN FT	170.00	375.00	63,750.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	265.00	550.00	145,750.00
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	15.00	700.00	10,500.00
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	63.00	850.00	53,550.00
2506.503	CONST DRAINAGE STRUCTURE DES 84-4020	LIN FT	93.00	1,100.00	102,300.00
2506.503	CONST DRAINAGE STRUCTURE DES 96-4020	LIN FT	144.00	1,400.00	201,600.00
2506.503	CONST DRAINAGE STRUCTURE DES 108-4020	LIN FT	6.00	1,700.00	10,200.00
2506.503	CONST DRAINAGE STRUCTURE DES 120-4020	LIN FT	14.00	3,500.00	49,000.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	120.00	4.00	480.00
2511.507	RANDOM RIPRAP CLASS II	CU YD	6.00	90.00	540.00
2511.507	RANDOM RIPRAP CLASS IV	CU YD	37.00	75.00	2,775.00





**RESOLUTION 22-10  
CITY OF LAKEFIELD**

**RESOLUTION AUTHORIZING AUTHORITY TO EXECUTE MnDOT AGREEMENT**

IT IS RESOLVED that the City of Lakefield enter into MnDOT Agreement No. 1048893 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the City utilities, storm sewer, lighting, signs, parking lane, and sidewalk construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 86 from 90 feet south of 9th Avenue South to 685 feet north of Funk Avenue North within the corporate City limits under State Project No. 3208-19 (T.H. 86=086).

IT IS FURTHER RESOLVED that the Mayor and the City Clerk are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the Lakefield City Council on **January 18, 2022**.

Attest:

\_\_\_\_\_  
Douglas Busch, Mayor

\_\_\_\_\_  
Brian Rossow, City Clerk

M/ \_\_\_\_\_

B. Bakalyar      Y/N

A. Monson        Y/N

S/ \_\_\_\_\_

B. Pavelko       Y/N

N. Hall            Y/N

D. Busch          Y/N

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Lakefield at an authorized meeting held on the 18<sup>th</sup> day of January, 2022, as shown by the minutes of the meeting in my possession.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of January, 2022.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_





**RESOLUTION NO. 22-11**  
**A RESOLUTION ACCEPTING A DONATION TO THE CITY.**

**WHEREAS**, the City of Lakefield is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Immanuel LWML	\$25

**WHEREAS**, the terms or conditions of the donations, if any, are as follows:  
The donation is intended for the Lakefield Fire Department.

**WHEREAS**, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

**WHEREAS**, the City Council finds that it is appropriate to accept the donations offered.

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEFIELD, MINNESOTA AS FOLLOWS:

1. The donations described above are graciously accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The donation will be used according to the terms and conditions defined above.

Passed by the City Council of Lakefield, Minnesota this 18th day of January, 2022.

\_\_\_\_\_  
Doug Busch, Mayor

\_\_\_\_\_  
Brian Rossow, City Clerk

M/ \_\_\_\_\_

B. Bakalyar      Y/N

A. Monson        Y/N

S/ \_\_\_\_\_

B. Pavelko       Y/N

N. Hall            Y/N

D. Busch          Y/N



PO Box 248  
Ashton, Iowa 51232  
712-724-6212

QUOTE REVISED

**QUOTE**

**Customer**  
 Name Lakefield Fire Department  
 Address 301 Main Street  
 City Lakefield MN 56150

Date 1/6/2022  
 Customer # 6325  
 Rep DAVE BRUNETTE  
 FOB

Qty	Description	Unit Price	TOTAL
2	3702-COATSPEC Lion V-Force Coat	\$2,025.00	\$4,050.00
2	3702-PANTSPEC Lion V-Force Pant	\$1,227.00	\$2,454.00
3	3831-PANEL Lettering Patch	\$77.00	\$231.00
<b>C MONSON / A MATTILA / R TIMKO</b>			
1	3702-L22014 Marshall Leather Boot, size 9	\$395.00	\$395.00
1	1240-USTMTL Bullard PX w/ ReTrak & Light, YELLOW	\$375.00	\$375.00
3	2697-CUSTOM TAG Custom Tag Red w/ White Lettering, 3 x 2 LAKEFIELD FIRE DEPT	\$17.50	\$52.50
<b>C MONSON / A MATTILA / R TIMKO</b>			
3	3702-LP44 1 x 4 Letter Patch	\$38.00	\$114.00
<b>C MONSON / A MATTILA / R TIMKO</b>			
1	3702-HD35142 RedZone Hood, Black	\$110.00	\$110.00

**Payment Details**  
 **QUOTES ARE GOOD FOR 30 DAYS**

SubTotal	\$7,781.50
Shipping & Handling	\$48.85
Taxes	
<b>TOTAL</b>	<b>\$7,830.35</b>

Office Use Only



Municipally Owned Utilities • Liquor Store • Aquatic Center  
Fire Department • Ambulance Service • Economic Development Authority

301 Main Street • P.O. Box 900 • Lakefield, MN 56150-0900  
Phone: (507) 662-5457 • Fax: (507) 662-5990

[www.lakefieldmn.com](http://www.lakefieldmn.com) • [facebook.com/LakefieldMN](https://facebook.com/LakefieldMN)  
Email: [clerk@lakefieldmn.com](mailto:clerk@lakefieldmn.com)

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## CITY OF LAKEFIELD, MINNESOTA PROFESSIONAL CONTACT POLICY

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**POLICY STATEMENT:** To remain accountable to all taxpayers, discussions about city business between any professional services contracted by the city will be limited to the City Clerk and the Mayor. Exceptions to this occur only if permission is granted to a council member/city staff person/authorized representative by either the City Council and/or the Mayor.

Any costs incurred to the city by any council person/city staff person/representative outside of this policy will be borne by that person.

Upon contracting with a professional service this policy will be presented to them for their knowledge.

Adopted by the Lakefield City Council on **January 18, 2022.**

Attest:

\_\_\_\_\_  
Douglas Busch, Mayor

\_\_\_\_\_  
Brian Rossow, City Clerk

M/ \_\_\_\_\_

B. Bakalyar Y/N

A. Monson Y/N

S/ \_\_\_\_\_

B. Pavelko Y/N

N. Hall Y/N

D. Busch Y/N



Building a Better World  
for All of Us®

January 1, 2022

RE: City of Lakefield, Minnesota  
2022 General Engineering Services

Brian Rossow  
City Clerk  
City of Lakefield  
PO Box 900  
Lakefield, MN 56150

Dear Brian:

Short Elliott Hendrickson Inc. (SEH®) is honored to serve as the City Engineer for the City of Lakefield. As a supplement to our approved Master Agreement for Professional Services dated January 18, 2017, we understand that the City of Lakefield would like to engage SEH to provide general engineering, architectural and other consulting services to the City of Lakefield on an “as requested” basis.

As we discussed, this work may include items such as site plan review, cost estimating, architectural review, structural review, project review and discussions, RPR services, mapping, grant writing or other work as requested by the City. It is understood that work under this project number and agreement will be based on written (hard copy or email) requests from the Administrative Clerk to SEH Project Manager Brent Kavitz, or assigned representatives. Since SEH only completes this work at the request of the City, the total, yearly amount of work can vary. Based on discussions with the City, we are proposing a total not-to-exceed amount for 2022 of \$10,000. The City would be provided a detailed invoice of the work completed.

### PROPOSED FEES

We propose to provide the services outlined above for the City of Lakefield on an Hourly basis, not-to-exceed a total of **\$10,000** in calendar year 2022.

Please contact us with any questions or comments concerning this proposal/agreement. If it is acceptable to you, please sign the attached Supplemental Letter Agreement and return a scanned copy to me via email.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kavitz", is written over a horizontal line.

Brent Kavitz, PE  
Client Service Manager  
(Lic. MN, ND)

jb  
Enclosure

x:\ko\lakef\156192\1-gen\10-setup-cont\03-proposal\2022 gen eng\2022 gen services ltr.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710

507.388.1989 | 877.316.7636 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Lakefield, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 18, 2017, this Supplemental Letter Agreement dated January 1, 2022, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2022 General Engineering Services.

**Client's Authorized Representative:** Brian Rossow, City Clerk  
**Address:** 301 Main Street, PO Box 900  
Lakefield, MN 56150  
**Telephone:** 507.662.5457 **email:** clerk@lakefieldmn.com

**Project Manager:** Brent Kavitz, PE (Lic. MN, ND)  
**Address:** 11 Civic Center Plaza, Suite 200  
Mankato, MN 56001-7710  
**Telephone:** 507.299.5211 **email:** bkavitz@sehinc.com

**Scope:** The Basic Services to be provided by Consultant:

General engineering, architectural, or other consulting services as indicated in the attached letter dated January 1, 2022.

**Schedule:** Services to be provided in calendar year 2022.

**Payment:** The fee is hourly not-to-exceed \$10,000 including expenses and equipment without written approval from Client.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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**Short Elliott Hendrickson Inc.**

**City of Lakefield, Minnesota**

By:   
Brent Kavitz  
Title: Client Service Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Lakefield, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated January 1, 2022**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Date: January 6, 2022

To: City of Lakefield

From: Jason Rossow, Operator

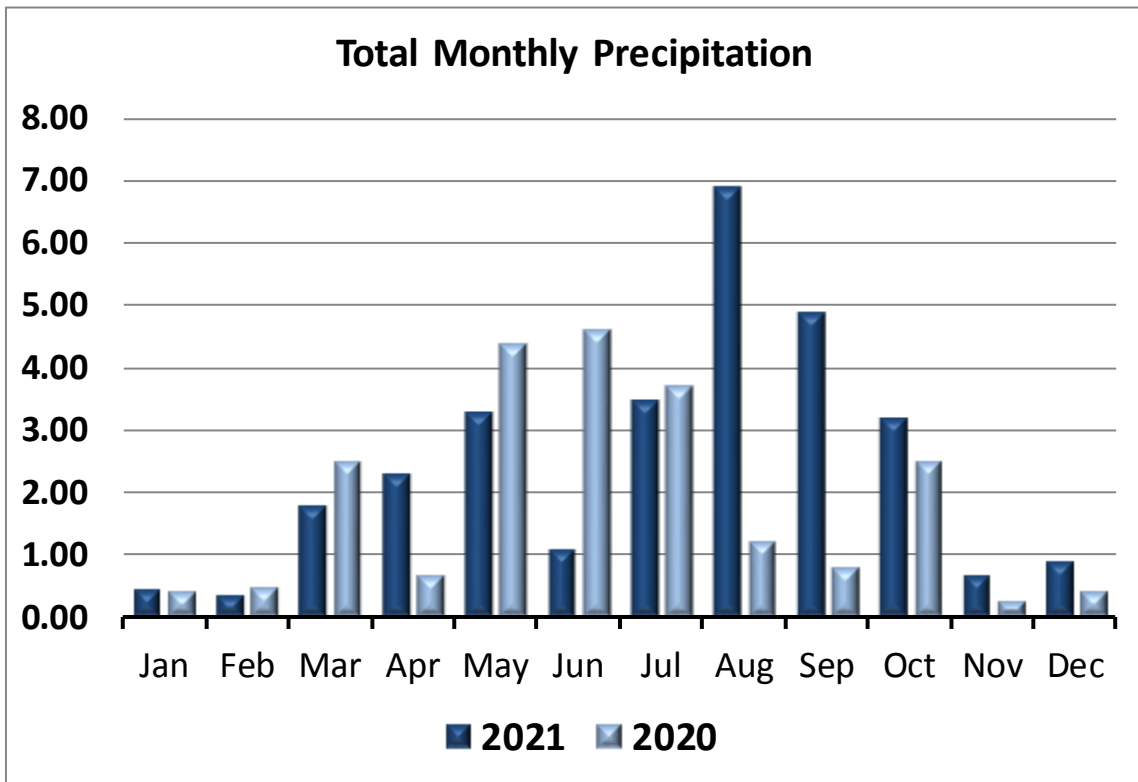
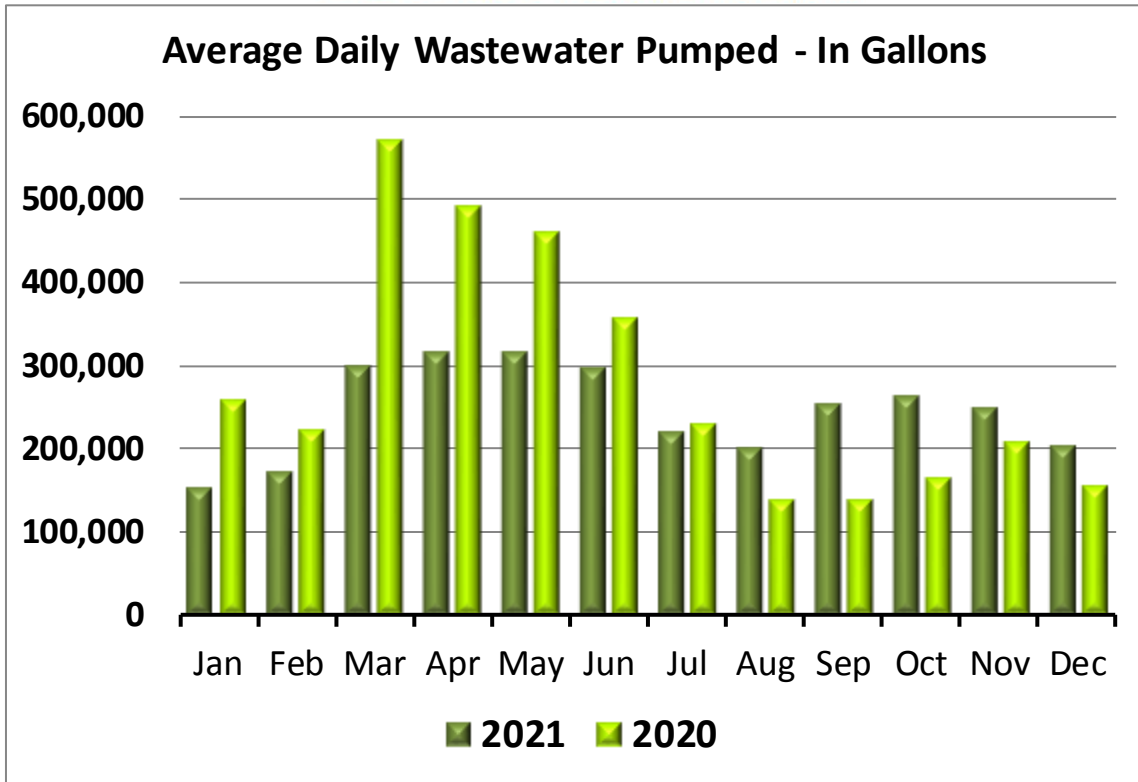
O & M Report: December 2021

## **Wastewater Operation & Maintenance**

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- Completed the Monthly Discharge Report and submitted to the Minnesota Pollution Control Agency.
- Collected all the wastewater samples required by the NPDES permit.
- Changed oil on backup generator at the WWTP. Oil is changed every three years.
- Sampled quarterly nitrogen samples in the month of December.
- Washed and waxed company work truck.
- Thicken sludge and transferred twice a week.
- Locates as needed. Checked lift stations twice a week. Remove snow as needed.
- Washed down weirs in both west and east clarifiers. Cleaned scum pit and inspected both submersible pumps.
- Removed excess grease out of bearings on the oxidation tank.
- Cleaned wet well and calibrated both pressure transducers.
- Flushed some sanitary sewers around town.
- Jetted Kozy Heat sanitary sewer main. Main was plugged up with rags and debris.
- Calibrated both influent and effluent samplers. Replaced some hoses on the influent sampler.
- Ordered ferric chloride delivery for the month of December.
- Greased air scrubber and rotary drum in the ATAD building.





		December-21	November-21	December-20
<b>Wastewater</b>				
<b>CBOD</b>				
CBOD Influent	mg/L	97.0	104.0	123.0
CBOD Effluent	mg/L	<.5	<.5	0.1
CBOD Effluent Permit Limit	mg/L	25	25	25
CBOD % Removal	%	99.0%	100.0%	100.0%
CBOD % Removal Permit Limit	%	85%	85%	85%
CBOD Effluent Loading	kg/day	<.36	<.47	0.08
CBOD Effluent Loading Permit Limit	kg/day	55	55	55
<b>TSS</b>				
TSS Influent	mg/L	205.0	177.0	212.0
TSS Effluent	mg/L	2.8	1.4	1.8
TSS Effluent Permit Limit	mg/L	30	30	30
TSS % Removal	%	99.0%	99.0%	99.0%
TSS % Removal Permit Limit	%	85%	85%	85%
TSS Effluent Loading	kg/day	2.00	1.30	1.20
TSS Effluent Loading Permit Limit	kg/day	66	66	66
<b>Phosphorus</b>				
Phos Influent	mg/L	3.00	3.50	4.00
Phos Effluent	mg/L	0.30	0.20	0.20
Phos Effluent Permit Limit	mg/L	1 mg/l	1 mg/l	1 mg/l
Phos Effluent Loading	kg/day	0.23	0.17	0.12
Phos Effluent Loading Permit Limit	kg/day	2.20	2.20	2.20
<b>Fecal Coliform</b>				
Fecal Effluent	ml	0	0	0
Fecal Effluent Permit Limit	ml	N/A	N/A	N/A
<b>Effluent Flow</b>				
Average Daily	gallons	205,000	250,000	156,000
Maximum Daily	gallons	258,000	320,000	251,000
Total Monthly	gallons	6,359,000	7,501,000	4,822,000
Precipitation Monthly Total	Inches	0.90	0.67	0.40

Datecompleted	Equipment	Location	Notes	Task	Taskdesc
12/1/2021	Flow Meter	5002 Lakefield, MN		Schedule Appointment	Have a qualified outside vendor calibrate flow meter.
12/1/2021	FIRE EXTINGUISHERS	5002 Lakefield, MN		Inspection	Check all extinguishers in plant and truck.
12/2/2021	Mixer- Submersible	5002 Lakefield, MN		Service Equipment	Change oil and grease.
12/6/2021	Lift Station #1 West	5002 Lakefield, MN		LS Monthly PM	<ol style="list-style-type: none"> <li>1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project.</li> <li>2. Inspect and clean floats.</li> <li>3. If level indicator verify operating properly.</li> <li>4. Inspect overall condition of lift station.</li> </ol>
12/6/2021	Lift Station #2-Emerald Valley	5002 Lakefield, MN		LS Monthly PM	<ol style="list-style-type: none"> <li>1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project.</li> <li>2. Inspect and clean floats.</li> <li>3. If level indicator verify operating properly.</li> <li>4. Inspect overall condition of lift station.</li> </ol>
12/8/2021	Generator - Kohler	5002 Lakefield, MN	Changed oil and replaced oil filter!	Monthly PM	Run and check unit.
12/9/2021	Alarms	5002 Lakefield, MN		Test alarm dialer	<ol style="list-style-type: none"> <li>1. Test alarm function and verify communications equipment can reach emergency contact personell for each well house, WW Plant and lift station at your project.</li> <li>2. Inspect control floats and clean if necessary at each WWTP.</li> </ol>
12/9/2021	Eye Wash Station	5002 Lakefield, MN		Monthly PM	Flush and make sure it is operable along wtih shower.
12/9/2021	Gas Detector	5002 Lakefield, MN		Monthly PM	Start and calibrate.
12/9/2021	Odor Control Unit	5002 Lakefield, MN		Monthly PM	Grease bearings on blowers.