



**CITY COUNCIL AGENDA  
November 18, 2024, ~ 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**

**APPROVAL OF AGENDA/CHANGES-**

**APPROVAL OF MINUTES from November 04<sup>th</sup> and 12<sup>th</sup> 2024- pg.2-5**

**APPROVAL OF FINANCIAL REPORT-Nothing new to report**

**DEPARTMENT REPORTS-pg.6-14**

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

**AGENDA ITEMS:**

- 1. Estimate for Cutting Edges for Plow Trucks-pg.15**
- 2. Estimate for Snow Blade for Utility Truck-pg.16-17**
- 3. Approve Construction Contract for Public Works/Liquor Store-pg.18-35**
- 4. Recommendation from Planning and Zoning for variance on 1001 North Ridge Dr.-pg.36-39**

**OLD BUSINESS**

**INFORMATIONAL ITEMS**

- 1. Other Board and Committee Reports**
  - a. EDA Update –**
    - i. Next meeting December 6<sup>th</sup> at 12:00 pm
  - b. LPU Update**
    - i. Next meeting on November 19<sup>th</sup> at 4:00 pm
  - c. Park Update –**
    - i. Next meeting on December 9<sup>th</sup> at 4:30 pm
  - d. Planning & Zoning Update -**
    - i. Next meeting on November 25<sup>th</sup> at 4:30 pm

**ANNOUNCEMENTS**

- 1. Next Council Meeting, Monday, December 2nd, 2024, at 7:00 p.m. in City Hall**

**CLOSED SESSION- Emerald Valley Lot discussion and 25 Acres West of town**

**ADJOURN**



## CITY COUNCIL MINUTES November 04, 2024, ~ 7:00 PM

**Council Present:** Stephen A. Condon, Heather Hussong-Reasoner, Nathan Hall, Andrea Monson, and Brent Pavelko

**Council Absent:**

**Others Present:** Holly Rademacher – City Clerk, Roger Pohlman –Chief Police, Mike Chepa, Richard Doescher, Jeff Paplow, Shelley Pohlman- online and Justin Lessman-Media online.

**CALL THE MEETING TO ORDER** – The meeting was called to order at 7:00 pm by Mayor Stephen A. Condon.

### PLEDGE OF ALLEGIANCE

**AGENDA CHANGES/APPROVE AGENDA-** A motion to approve the agenda as presented made by **Reasoner/Monson**, all in favor, motion carried.

**APPROVAL OF MINUTES-** A motion to approve minutes from October 21, 2024, as presented, made by **Hall/Pavelko**, all in favor, motion carried.

**APPROVAL OF FINANCIAL REPORT** – A motion to approve the financial report for October in the amount of \$744,602.85 for expense made by **Hall/Reasoner** all in favor, motion carried.

**DEPARTMENT REPORTS** – Department Reports were presented, Chief Pohlman addressed the south siren which activated last Thursday. The electric department tried to troubleshoot with no solution and believes there is a control board concern. Chief Pohlman stated the siren is currently disabled and a service call has been placed with a technician on site within the next week. No additional questions or concerns were noted.

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

#### AGENDA ITEMS:

1. **Resolution 24-25-** The resolution states the assessments shall be payable in equal annual installments extending over a period of 20 years, the first of said installments to be payable with the general taxes for the year 2025, collectible with such taxes during the year 2025. To the first installment shall be added interest at the rate of Four and half percent (4.50%) per annum on the entire principal amount of the assessment from the date of this resolution until December 31 of the year in which such installment is payable. To each subsequent installment, when due there shall be added interest for one year at said rate on the unpaid principal amount of the assessment. The owner of any property so assessed may at any time prior to the certification of the assessment or the first installment thereof to the County Auditor, pay the whole of the principal amount of the assessment on such property with interest accrued to the date of payment to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the date hereof; and such property owner may at any time prior to November 15 of any year pay the entire principal amount of the assessment remaining due with interest accrued to December 31 of the year in which said payment is made. The following assessments shall be deferred until the property is sold under the Rules as established in Resolution 24-27 (Exhibit B). A motion to approve resolution 24-25 final assessment roll for Lakefield Infrastructure Improvement Project and TH86 Reconstruction Project as presented made by **Hall/Reasoner**, Pavelko-Yes, Hall-Yes, Condon-Yes, Monson-Yes, and Reasoner-Yes, motion carried.
2.
  - a. **Resolution 24-26 Exhibit A-** The resolution 24-26 exhibit A presented all parcels for assessment for the RD street improvement project in the amount of \$2,268,056.36 with \$311,091.88 prepaid and \$1,956,964.48 to be assessed to the county. The parcel owners listed have until November 15, 2024, to prepay. A motion to approve Resolution 24-26 Exhibit A as presented made by **Reasoner/Monson Pavelko-Yes, Hall-Yes, Condon-Yes, Monson-Yes, and Reasoner-Yes**, motion carried.
  - b. **Resolution 26-27 Exhibit B-** This resolution lists three residential properties that requested deferment of special assessments. Rademacher stated each resident provided acceptable application and proper documents to support the deferment. The three parcels are as listed 24.561.0690 in the amount of

\$14,000, 24.502.0780 in the amount of \$10,664 and 24.481.0020 in the amount of \$14,000. The deferment rules are stated in resolution 08-25 which was adopted in July 21,2008. A motion to approve the resolution 26-27 Exhibit B made by **Monson/Hall Pavelko-Yes, Hall-Yes, Condon-Yes, Monson-Yes and Reasoner-Yes, motion carried.**

3. **Approve Color of Public Works Building/Liquor Store-** Denison Drywall and Welp construction provided a color chart for the new public works and liquor store. Frerichs liquor store manager stated she recommends white with black with black and grey stone. Pavelko expressed he like the looks of the north park shelter which is burgundy and sandstone. He would like to see city properties uniform in color schemes and would recommend burgundy roof, trim and bottom portion with sandstone top half of building and stone sequence that complements the colors. The council agreed to the color sequence of the park shelter and keeping city properties consistent. A motion to approve burgundy roof, trim and bottom portion with sandstone top half of building and stone sequence that complements the colors made by **Pavelko/Monson** all yes, motion carried.
4. **Supplemental Letter Agreement - Industrial Parkway Development Project -**SEH will utilize the Topographic Survey, General Development Plan, and Final Plat to develop the Construction Documents and Specifications, as well as the Final Grading and Erosion Control Plan for the upcoming city development. Additionally, SEH will facilitate the Bidding Process and oversee the Assessment Planning to ensure the project's successful completion. SEH has staff available to start this project immediately. Your signed authorization will initiate the above-described services, and a timeline will then be developed. The estimated fee for each Task is as indicated in the attached Task Hour Budget dated September 12, 2024, and as follows: Task Description Task Fee Fee Basis, Task 1 – Final Design / Plan Preparation \$65,200 Lump Sum, Task 2 – Bidding Services \$5,800 Lump Sum, Task 3 – Assessment Planning \$5,400 Lump Sum. Total Proposed Fee \$76,400. The lump sum fee is \$76,400 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. The City and SEH have already worked out a desired street and lot layout under a previous contract. This letter agreement assumes the city is moving forward with the final plat layout without any major revisions/changes/additions. Other Potential Services: Other services that are NOT included in this proposal but may be required for this project and can be provided by SEH are: Landscape Plan, Street Lighting Plan, and Electric Utility Plan. Rademacher stated that the agreement will be on the EDA agenda for Friday the 8<sup>th</sup> for approval. A motion to approve supplemental letter for industrial parkway development with a total proposed fee of \$76,400 made by **Hall/Pavelko** all yes, motion carried.
5. **MMUA Safety Contract-** For 2025 the MMUA board approved a 3.5% increase which is roughly commensurate with the inflation rate. Currently the City of Lakefield is enrolled in the tier 2 competence program which Includes training, recordkeeping, and mock audits. Accident investigations and OSHA inspection support is included at this level at no extra charge. The city does share the expense of \$15,543 with SMBS and LPU. A motion to approve MMUA Safety contract for 2025 with a 3.5% increase made by **Pavelko/Reasoner** all yes, motion carried.
6. **Consider trailer house excess property-** Rademacher would like the council to declare the trailer house located at 203 3<sup>rd</sup> Ave W as excess property. With the construction of the public works and liquor store building taking place in spring of 2025 the trailer house will need to be removed from lot. A motion to declare trailer house located at 203 3<sup>rd</sup> Ave W as excess property and to be posted for sale with highest bid winning made by **Hall/Reasoner** all yes, motion carried.
7. **Set Canvass Meeting**
  - a. **Available dates November 8th to 15<sup>th</sup>-** Rademacher informed the council that there needs to be a special meeting to canvass election votes before the 15<sup>th</sup> of November, she stated the 11<sup>th</sup> is a holiday. A motion to approve canvassing ballots from the 2024 general election to be held on Tuesday November 12<sup>th</sup> at 5:30 pm in city hall made by **Monson/Reasoner** all yes, motion carried.
8. **Consider 4 mowers at golf course excess property-** Voss the greenskeeper at the Lakefield golf Course expressed that he would like to the council to declare four mowers that have been inoperable at least for 5 years. He stated that one is a riding Club Cadet with no deck, Toro fairway mower which has been sitting in the weeds without many parts and has not run, and two Jacobson mowers which are 30 years old, both with hydraulic pumps broken. A motion to declare the four listed mowers as excess property and get local scrap metal price made by **Reasoner/Monson** all yes, motion carried.
9. **Pay App 24 WWTP-** This application for payment is for work on the WWTF Improvements from October 1, 2024, to October 31, 2024. The application for payment includes requested funds for: General Requirements – Mobilization, Demolition – site, Concrete, Masonry, Thermal and Moisture Protection, Openings - Doors and Frames, Painting and Coatings - Service Building, Electrical - site, oxidation ditch, final clarifier, service building, atad building, admin building, Earthwork, Water and WW Equipment - ox ditch, Transducer, Down

spouts, Grit Room Piping, Retaining Wall & Stoop and Yard Piping Unforeseen Conditions. With this payment of \$391,628, the total work completed and stored to date is approximately 96%, with 5% being held as retainage. A motion to approve

## **OLD BUSINESS**

### **INFORMATIONAL ITEMS**

- 1. Development opportunity-** Brad Glaser asked the mayor if the city would be interested in purchasing 25 acres west of town, acres are adjoining Margaret Ave and development. Glaser stated he had land assessed with two different appraisers with one at \$11,000 per acre and the other at \$14,000 per acre. Pavelko stated the council should consider pursuing the land because land is not always available, and this is a perfect opportunity. The mayor will meet with Glaser to discuss price and talk with the finance department on options.
- 2. Other Board and Committee Reports**
  - a. EDA Update –**
    - i. Next meeting November 8<sup>th</sup> at 12:00 pm
  - b. LPU Update-**
    - i. Next meeting on November 19th at 4:00 pm
  - c. Park Update –**
    - i. Next meeting on November 18<sup>th</sup> at 4:30 pm
  - d. Planning & Zoning Update -**
    - i. Public Hearing for variance request at 1001 North Ridge Dr. November 12<sup>th</sup> at 5 pm
    - ii. Next meeting on November 25th 4:30 pm

### **ANNOUNCEMENTS**

- 1. Election Day is November 5th. Vote at Bethlehem Lutheran from 7 am to 8 pm**
- 2. City Hall will be CLOSED November 11th to observe Veterans Day!**
- 3. Budget Workshop November 18<sup>th</sup> at 6 pm in City Hall**
- 4. Next Council Meeting, Monday, November 18th, 2024, at 7:00 p.m. in City Hall**

**ADJOURNMENT-** Motion to adjourn made by **Monson/Reasoner** to adjourn at 7:34 p.m., all in favor, motion carried.

Respectfully submitted: Holly Rademacher

**Attest:**

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Holly Rademacher- City Clerk



**CITY COUNCIL MINUTES  
November 12, 2024, ~ 5:30 PM**

**Council Present:** Stephen A. Condon, Heather Hussong-Reasoner, Nathan Hall, Andrea Monson, and Brent Pavelko

**Council Absent:**

**Others Present:** Holly Rademacher – City Clerk, Olivia Osgerby, and Jeff Paplow

**CALL THE MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA/CHANGES-** A motion to approve the agenda as presented made by **Hall/Pavelko**, all in favor, motion carried.

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

**AGENDA ITEMS:**

1. **Resolution 24-28-** Canvass ballots for 2024 General Election Municipal Races – As the canvass board, the Lakefield City Council reviewed the abstract of election totals received from Jackson County Auditor office and canvassed the ballots. A motion to approve Resolution 24-28 made by **Hall/Reasoner**, voice vote, all yes, motion carried. Mayor Condon and the council shared congratulations to the winners of the election.

**OLD BUSINESS**

1. **25 Acers West of town update-** Mayor will be meeting with Glaser on Monday the 18<sup>th</sup> is discuss in detail.
2. **City Hall Sidewalk-** SEH is hoping to have a design for Monday the 18<sup>th</sup> meeting for council review.

**INFORMATIONAL ITEMS**

**1. Other Board and Committee Reports**

- a. **EDA Update –**
  - i. Next meeting November 8<sup>th</sup> at 12:00 pm
- b. **LPU Update**
  - i. Next meeting on November 19<sup>th</sup> at 4:00 pm
- c. **Park Update –**
  - i. Next meeting on November 18<sup>th</sup> at 4:30 pm
- d. **Planning & Zoning Update -**
  - i. Next meeting on November 25<sup>th</sup> at 4:30 pm

**ANNOUNCEMENTS**

1. **Budget Workshop Monday November 18<sup>th</sup>, 2024, at 6 pm in City Hall**
2. **Next Council Meeting, Monday, November 18<sup>th</sup>, 2024, at 7:00 p.m. in City Hall**

**ADJOURNMENT-** Motion to adjourn made by **Monson/Hall** to adjourn at 5:36 p.m., all in favor, motion carried.

**Respectfully submitted: Holly Rademacher**

**Attest:**

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**Holly Rademacher- City Clerk**

## **Department Head Report**

**Date: November 18, 2024**

**Fire-** Nothing new to report.

**Ambulance-** The ambulance had 14 calls for service in October. As of 11/15 we have had 184 calls for service.

**Police** – Lakefield Police Department participated in the following: 11/5 – Officers Stender and Behr attended a coffee event at Colonial Manor. Southend Emergency Siren is inoperable, a technician looked at the control panel this past week and determined that a relay has failed in the upper power control panel. Work order is scheduled to repair the siren. Chief is working on more LPD Policies and would like to have a draft cannabis ordinance prepared for first reading and discussion for the December 2nd meeting. Calls for Service attached.

**Public Works** – Getting equipment ready for when the snow flies. Have a game plan with the crew for the process of removal of snow. Trimming trees. Blading alleys and street sweeping. Fixing shoulders on industrial parkway. Delivering crushed concrete as requested. Organizing shop and preparing for the move to temporary site.

**Golf Course-** Closed for the season. Had member appreciation November 16<sup>th</sup>.

**Clerk** – Made it through the general election day. Had great voter turnout. Mediation for North Ridge lot was held. Certification to county for assessments. Working on end of the year items. Training Brenna on e-heat and assessing delinquent utilities to taxes. Just trying to stay above water.

**Liquor Store-** Nothing new to report.

**Finance** – Crunching numbers. Budget. Straightening out the mistakes ABDO performed. And all the normal job duties.

# Lakefield Police Department

11-1 to 11-15-2024 CFS Report

Printed on November 15, 2024

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CFS Date/Time	CFS #	Code : Description	Address	Primary
11/01/24 22:58:32	JSOCFS2024118067	911 HANG UP : 911 Hang Up	201 N GROVE ST, OKABENA, MN 56161	42, 382, 701
<b>911 HANG UP : 911 Hang Up Total: 1</b>				
11/05/24 14:34:34	JSOCFS2024118130	ASSIST-PUB : Public Assist	403 COLONIAL AVE, LAKEFIELD, MN 56150	43
<b>ASSIST-PUB : Public Assist Total: 1</b>				
11/07/24 09:00:23	JSOCFS2024118173	BACKGROUND : Background Check	301 MAIN ST, LAKEFIELD	40
<b>BACKGROUND : Background Check Total: 1</b>				
11/01/24 11:25:58	JSOCFS2024118045	BURN-CONTROL : Controlled Burn/Burning Permit	313 MILWAUKEE ST, LAKEFIELD, MN 56150	40
<b>BURN-CONTROL : Controlled Burn/Burning Permit Total: 1</b>				
11/06/24 10:52:38	JSOCFS2024118155	CEP REPORT : CEP Intake Report	301 Main Street, LAKEFIELD, MN 56150	40
<b>CEP REPORT : CEP Intake Report Total: 1</b>				
11/08/24 07:47:21	JSOCFS2024118197	DIRECTED PATROL : Directed Patrol	703 MILL RD E, LAKEFIELD, MN 56150	40
11/10/24 22:27:42	JSOCFS2024118238	DIRECTED PATROL : Directed Patrol	112 MAIN ST, LAKEFIELD, MN 56150	42
11/02/24 23:18:41	JSOCFS2024118085	DIRECTED PATROL : Directed Patrol	NORTH CITY PARK, LAKEFIELD	42
11/01/24 01:05:10	JSOCFS2024118039	DIRECTED PATROL : Directed Patrol	NORTH CITY PARK, LAKEFIELD	42
11/11/24 15:17:47	JSOCFS2024118252	DIRECTED PATROL : Directed Patrol	703 MILL ROAD EAST, LAKEFIELD, MN 56150	42
11/14/24 21:23:27	JSOCFS2024118319	DIRECTED PATROL : Directed Patrol	112 MAIN ST, LAKEFIELD, MN 56150	43
11/04/24 21:28:01	JSOCFS2024118120	DIRECTED PATROL : Directed Patrol	112 MAIN ST, LAKEFIELD, MN 56150	43
11/12/24 21:05:48	JSOCFS2024118278	DIRECTED PATROL : Directed Patrol	112 MAIN ST, LAKEFIELD, MN 56150	43
11/13/24 21:03:11	JSOCFS2024118298	DIRECTED PATROL : Directed Patrol	112 MAIN ST, LAKEFIELD, MN 56150	43
<b>DIRECTED PATROL : Directed Patrol Total: 9</b>				
11/07/24 18:24:26	JSOCFS2024118186	FOLLOW-UP : Follow-up/Report	614 N GRIFFIN ST, LAKEFIELD, MN 56150	42

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CFS Date/Time	CFS #	Code : Description	Address	Primary
<b>FOLLOW-UP : Follow-up/Report Total: 1</b>				
11/13/24 15:42:05	JSOCFS2024118295	FRAUD : Fraud	████ CHICAGO ST, LAKEFIELD	40
<b>FRAUD : Fraud Total: 1</b>				
11/06/24 10:47:26	JSOCFS2024118154	HARASS : Harassment	301 CHICAGO ST, LAKEFIELD	40
11/10/24 19:42:34	JSOCFS2024118237	HARASS : Harassment	709 MILWAUKEE ST, LAKEFIELD, MN 56150	42
<b>HARASS : Harassment Total: 2</b>				
11/09/24 18:08:04	JSOCFS2024118226	JUV REL : Juvenile Related	██████████, LAKEFIELD, MN 56150	42
<b>JUV REL : Juvenile Related Total: 1</b>				
11/05/24 16:28:36	JSOCFS2024118137	JUV-RUN : Juvenile Runaway	██████████, LAKEFIELD, MN 56150	43
<b>JUV-RUN : Juvenile Runaway Total: 1</b>				
11/01/24 16:58:35	JSOCFS2024118058	MISSING : Missing Person	301 Main St., LAKEFIELD, MN 56150	42
<b>MISSING : Missing Person Total: 1</b>				
11/13/24 21:06:56	JSOCFS2024118299	ORDINANCE VIOLATION : Ordinance Violation	501 PLUM ST, LAKEFIELD, MN 56150	43
<b>ORDINANCE VIOLATION : Ordinance Violation Total: 1</b>				
11/14/24 13:25:06	JSOCFS2024118306	Public Assist : Public Assist	703 MILL RD E, LAKEFIELD, MN 56150	40
<b>Public Assist : Public Assist Total: 1</b>				
11/08/24 22:52:03	JSOCFS2024118216	SUSP - ACTIVITY : Suspicious Activity	CO SHOP, LAKFIELD	42
<b>SUSP - ACTIVITY : Suspicious Activity Total: 1</b>				
11/01/24 06:35:44	JSOCFS2024118042	SUSP-VEH : Suspicious Vehicle	931 N HWY 86, LAKEFIELD, MN 56150	40
<b>SUSP-VEH : Suspicious Vehicle Total: 1</b>				
11/09/24 12:58:05	JSOCFS2024118223	TERR-THREATS : Terroristic Threats	████ 5TH AVE W, LAKEFIELD	42
<b>TERR-THREATS : Terroristic Threats Total: 1</b>				
11/01/24 14:38:24	JSOCFS2024118053	TRAFFIC STOP : Traffic Stop	309 MAIN ST, LAKEFIELD, MN 56150	40
11/02/24 18:34:20	JSOCFS2024118079	TRAFFIC STOP : Traffic Stop	Intersection of HWY 86 and 3RD AVE S, LAKEFIELD	42



CFS Date/Time	CFS #	Code : Description	Address	Primary
<b>TRAFFIC STOP : Traffic Stop Total: 2</b>				
11/08/24 11:37:52	JSOCFS2024118204	WARRANT : Warrant	████████ NORTHBRIDGE DR, LAKEFIELD, MN 56150	40
<b>WARRANT : Warrant Total: 1</b>				
11/13/24 13:21:00	JSOCFS2024118287	WELFARE : Concern for Welfare	403 COLONIAL AVE, LAKEFIELD	40
11/06/24 16:00:46	JSOCFS2024118159	WELFARE : Concern for Welfare	Intersection of 1ST AVE S and SUMMER LN, LAKEFIELD, MN 56150	42

**WELFARE : Concern for Welfare Total: 2**

**Total Records: 31**

Datecompleted	Equipment	Location	Notes	Task	Taskdesc
10/1/2024	Alarms	30002 WW Lakefield, MN	N/A	Test alarm dialer	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. 2. Inspect control floats and clean if necessary at each WWTP.
10/4/2024	Gear Box North	30002 WW Lakefield, MN	N/A	Winterization	1. Check belt tension. 2. Grease motor if needed. 3. Change oil to winter blend. Use 10W-30 oil
10/4/2024	Gear Box South	30002 WW Lakefield, MN	N/A	Winterization	1. Check belt tension. 2. Grease motor if needed. 3. Change oil to winter blend. Use 10W-30 oil
10/7/2024	Generator - Kohler	30002 WW Lakefield, MN	N/A	Monthly PM	Run and check unit.
10/8/2024	Lift Station #2-Emerald Valley	30002 WW Lakefield, MN	cleaned lift station with jet ruck	LS Monthly PM	1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project. 2. Inspect and clean floats. 3. If level indicator verify operating properly. 4. Inspect overall condition of lift station.
10/8/2024	Lift Station #2-Emerald Valley	30002 WW Lakefield, MN	N/A	LS Quarterly PM	TAKE AMP READING FROM EACH PUMP. ARC FLASH PPE REQUIRED
10/10/2024	Lift Station #1 West	30002 WW Lakefield, MN	N/A	LS Monthly PM	1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project. 2. Inspect and clean floats. 3. If level indicator verify operating properly. 4. Inspect overall condition of lift station.
10/10/2024	Lift Station #1 West	30002 WW Lakefield, MN	N/A	LS Quarterly PM	TAKE AMP READING FROM EACH PUMP. ARC FLASH PPE REQUIRED

10/14/2024	Equipment Safety Inspect/Safety Equipment Inspect	30002 WW Lakefield, MN	N/A	Inspection	Equipment Safety Inspection of all Items: Cranes and ladders Safety Equipment Inspection of all items: harnesses, tripods, hoists, life jackets, life rings and life hooks Go to The Line and print the correct forms that are needed to complete inspections. When completed, the finished form needs to be filed in the green safety box.
10/14/2024	Eye Wash Station	30002 WW Lakefield, MN	N/A	Monthly PM	Flush and make sure it is operable along with shower.
10/14/2024	FIRE EXTINGUISHERS	30002 WW Lakefield, MN	N/A	Inspection	Check all extinguishers in plant and truck.



Date: November 11, 2024

To: City of Lakefield

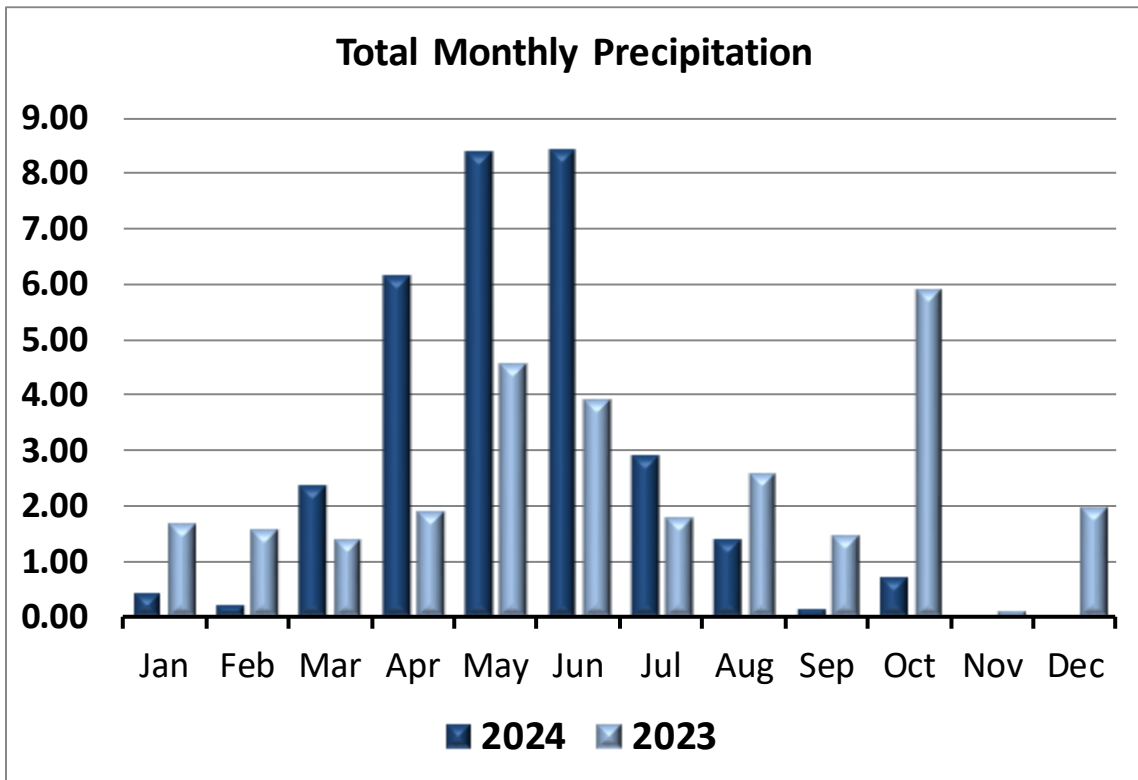
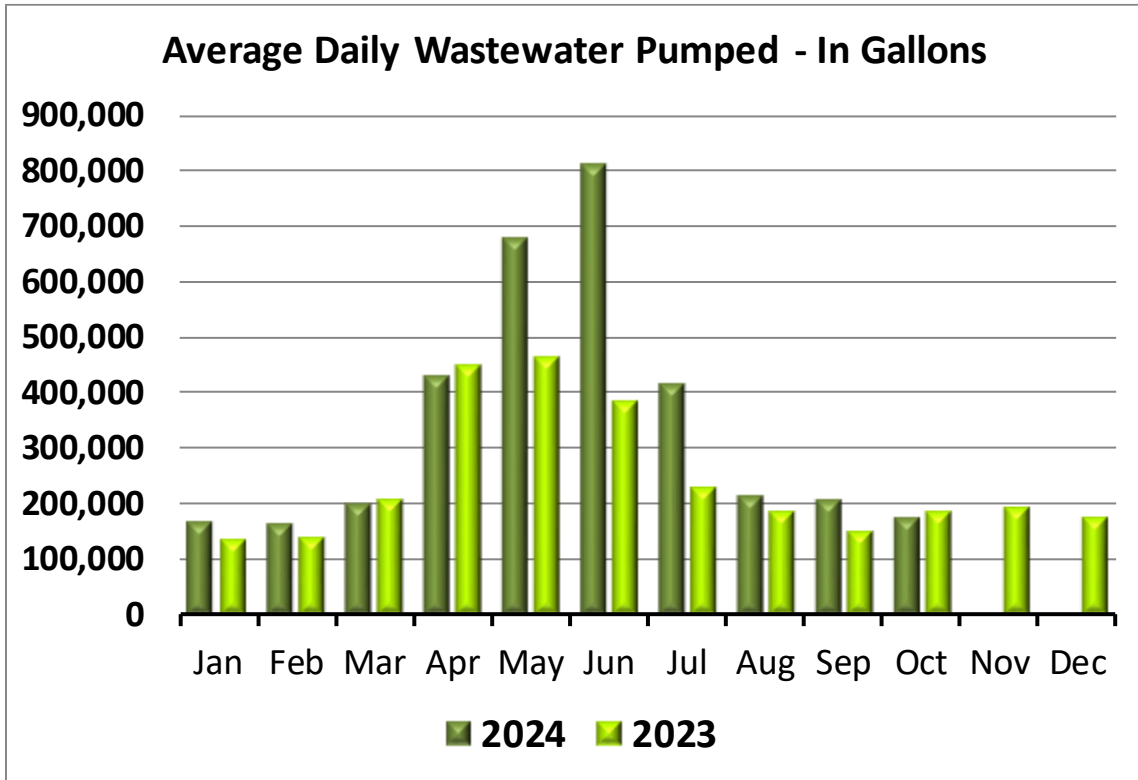
From: Jason Rossow, Operator

O & M Report: October 2024

## **Wastewater Operation & Maintenance**

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- Completed the monthly Discharge Report and submitted it to the Minnesota Pollution Control Agency.
- Collected all the wastewater samples required by the NPDES permit.
- Sampled bio-solids samples on October 1<sup>st</sup>. Sampled salty discharge twice in the month of October.
- Cleaned all lift stations with the jet truck. Flushed some sanitary sewer mains around town.
- Took a motor to Sioux Falls to replace the bearings.
- A new electrical control panel was installed on West 3<sup>rd</sup> lift station. Startup on panel was October 22<sup>nd</sup>. The panel is working but keeps blowing some fuses. Automatic systems will have to work on panel next time there in town.
- Painted the bottom of the generator building after the new siding was installed.
- Hauled bio-solids in the month of October. Cleaned Main lift station at WWTP.
- Paving the parking lot was completed.
- Locates as needed. Checked lift stations twice a week. Mow and trim as needed.
- Black dirt was brought in, and grass seeding was completed.
- Collaborating daily with engineers on the WWTP rehab project.
- Muffin monster was installed in the month of October.
- Shut down chlorine and sulfur dioxide on November 1<sup>st</sup>. Start up again on this will be April 1<sup>st</sup>.



		October-24	September-24	October-23
<b>Wastewater</b>				
<b>CBOD</b>				
CBOD Influent	mg/L	175.0	97.0	133.0
CBOD Effluent	mg/L	1.9	5.7	1.0
CBOD Effluent Permit Limit	mg/L	25	25	25
CBOD % Removal	%	99.0%	94.0%	99.0%
CBOD % Removal Permit Limit	%	85%	85%	85%
CBOD Effluent Loading	kg/day	1.29	4.70	0.66
CBOD Effluent Loading Permit Limit	kg/day	55	55	55
<b>TSS</b>				
TSS Influent	mg/L	267.0	125.0	281.0
TSS Effluent	mg/L	11.0	13.0	9.8
TSS Effluent Permit Limit	mg/L	30	30	30
TSS % Removal	%	96.0%	89.0%	97.0%
TSS % Removal Permit Limit	%	85%	85%	85%
TSS Effluent Loading	kg/day	7.20	11.00	6.80
TSS Effluent Loading Permit Limit	kg/day	66	66	66
<b>Phosphorus</b>				
Phos Influent	mg/L	8.45	4.92	6.48
Phos Effluent	mg/L	0.60	0.70	0.30
Phos Effluent Permit Limit	mg/L	1 mg/l	1 mg/l	1 mg/l
Phos Effluent Loading	kg/day	0.43	0.55	0.81
Phos Effluent Loading Permit Limit	kg/day	2.20	2.20	2.20
<b>Fecal Coliform</b>				
Fecal Effluent	ml	32	78	17
Fecal Effluent Permit Limit	ml	200#/100ml	200#/100ml	200#/100ml
<b>Effluent Flow</b>				
Average Daily	gallons	178,000	207,000	188,000
Maximum Daily	gallons	241,000	231,000	348,000
Total Monthly	gallons	5,522,000	6,197,000	5,820,000
Precipitation Monthly Total	Inches	0.71	0.15	5.90



# KRIS Engineering, Inc.

1988 247th St  
Saint Augusta, MN 56301-6200

Phone # (320) 251-4558

Fax # (320) 251-0018

## Quote

Date	Quote #
11/14/2024	15518

Name / Address
CITY OF LAKEFIELD 301 MAIN ST LAKEFIELD, MN 56150 US

Ship To
CITY OF LAKEFIELD General Delivery 301 MAIN ST LAKEFIELD, MN 56150-9999 US

ATTN	Phone #	Fax # or E-mail	Terms	Rep
Matt		E-mail	Net 30	JS

Qty	Description	Unit Price	Total
10	JOMA 6000x4 4ft Edge (38#)	502.92	5,029.20T
	Subtotal		5,029.20
1	JOMA 663158PLH JOMA Curb Bumper, Left Hand, 5/8P (29#)	121.92	121.92T
1	JOMA 663158PRH JOMA Curb Bumper, Right Hand, 5/8P (29#)	121.92	121.92T
	Subtotal		243.84
	**** OR ****		
1	JOMA 663158PLHC JOMA Curb Bumper, Left Hand, Carbide Impregnation, 5/8P (31#)	241.30	241.30T
1	JOMA 663158PRHC JOMA Curb Bumper, Right Hand, Carbide Impregnation, 5/8P (31#)	241.30	241.30T
	Subtotal		482.60
	Freight	120.00	120.00
	- This QUOTATION is valid for 10 days. - Availability: 2-4 weeks - Prices are based on the quantities quoted. Any changes may effect unit price.  * Thank you for the opportunity to quote		

<b>This Quotation does not include sales tax.</b>  <a href="http://www.krisengineering.com">www.krisengineering.com</a>	Sales Tax (0.0%)	\$0.00
	<b>Total</b>	<b>\$5,875.64</b>

# Estimate

## Zacs Sales and Service

101 CR 13, PO Box 755  
 Sherburn, MN 56171  
 Phone: (507) 764-2299 Fax:

RO Number
<b>20381</b>
RO Status
Open
RO Type
Retail Estimate
Service Advisor: Gerhardt, Zachariah
Date In: 11/14/2024
Date Out:

Reserved for office notes:

Bill To:  
 CITY OF LAKEFIELD  
 301 MAIN STREET  
 P.O. BOX 900  
 LAKEFIELD, MN 56150

Customer:  
 CITY OF LAKEFIELD  
 301 MAIN STREET  
 P.O. BOX 900  
 LAKEFIELD, MN 56150

Res. Phone  
 (507) 360-8019  
 Cell Phone  
 Bus. Phone

Customer PO #:

Year	Make	Model		Model No		
Plate #	VIN	Mileage In	Mileage Out	Sec Serial		
Time In	Date Promised	Date Of Purchase:	Notified Date:	Notified Time:	Appointment Date:	Completed Date:

Rpr #	Code	Description	Qty	List	Total
1	SNOW FLAP	SNOW DEFLECTOR INSTALLATION Problem: Cause: Solution: Total Labor	1.00	\$150.00	\$150.00
2	PLOW INSTALL	SNOW PLOW INSTALLATION Problem: Cause: Solution: Total Labor	8.75	\$100.00	\$875.00
3	PLOW BUMPER TRIM	BUMPER CUSTOMIZATION FOR SNOW PLOW Problem: Cause: Solution: Total Labor	1.25	\$125.00	\$156.25
	MSC10292B: 9'2" POLY COMPLETE VXT		1.000	\$9,384.00	\$9,384.00
	Discount		-1.000	\$609.96	-\$609.96
	MSC15005C: PLOW BOX, RT3-V, SH2 7-6/8-2/9-2,SL3		1.000	\$0.00	\$0.00
	LTA15350: 2020 GM/CHEV 2500/3500		1.000	\$0.00	\$0.00
	MSC09601: CONTROL,HANDHELD,SMARTTOUCH2,V-BLADE		2.000	\$0.00	\$0.00
	MSC25000: KIT-WIRING, RT3 SH2, 12V		1.000	\$0.00	\$0.00
	MSC28250: 22.5 1500/24 HD LED HEADLIGHT ADAPTER		1.000	\$229.00	\$229.00
	MSC01565: SNOW DEFLECTOR		1.000	\$361.00	\$361.00
	HYD01688: BOSS FLUID GALLON		1.000	\$45.00	\$45.00
	MSC01570: PLOW SHOES CAST IRON		3.000	\$64.34	\$193.02
	MSC25250: KIT-BUMPER TRIM,CHEVY 2500/3500,20+		1.000	\$165.00	\$165.00



Customer Copy

RO Number
<b>20381</b>



Rpr #	Code	Description	Qty	List	Total
		Shop Supplies			\$0.00
		Environmental Fee			\$0.00

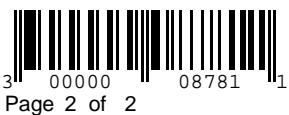
Parts Total:	\$10,377.02	Est Sales Tax:	\$0.00
*Labor Total:	\$1,181.25		
*Sublet Total:	\$0.00		
*Shop Supplies:	\$0.00	Est Addtnl Tax:	\$0.00
*Environmental Fee:	\$0.00	<b>Est Total:</b>	<b>\$10,948.31</b>
Discount:	\$609.96		
<b>Sub Total:</b>	<b>\$10,948.31</b>		

\* Not included for taxes

I hereby authorize the repair work. Signature \_\_\_\_\_ Date \_\_\_\_\_

Save Old Parts? yes or no

**NOT FINAL BILL**



Customer Copy

RO Number
<b>20381</b>



**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

March 1, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than \_\_\_\_\_ calendar days from the date of commencement of the Work.

( ) calendar days from

By the following date: September 1, 2025

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one million, five hundred seventy-one thousand, four hundred sixty-six dollars (\$1,571,466.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

Item	Price
Solid Surface Countertop at Cashier Counter	1,860.00

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

**§ 4.3 Allowances, if any, included in the Contract Sum:**  
*(Identify each allowance.)*

Item	Price
------	-------

**§ 4.4 Unit prices, if any:**  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.5 Liquidated damages, if any:**  
*(Insert terms and conditions for liquidated damages, if any.)*

If substantial completion is not met by September 1, 2025, liquidated damages of two hundred dollars (\$200) per day will begin on September 2, 2025. If unforeseen conditions (i.e. bad weather) occur, the substantial completion date will be revisited and the liquidated damages will be revisited.

**§ 4.6 Other:**  
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

One calendar month, ending on the 20th day of the month

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Only as allowed by the State of Minnesota Code

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

Holly Rademacher

City Clerk

City of Lakefield

301 Main St

PO Box 900

Lakefield, MN 56150

507-662-5457

clerk@lakefieldmn.com



§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Allan F. Welp

CEO

Allan F. Welp Construction, Inc.

305 2nd Ave N  
Lakefield, MN 56150  
507-370-1745  
afwelp2@gmail.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

n/a

.5 Drawings

Number	Title	Date
T1.0-T1.1 / LS1.0	GENERAL/LIFE SAFETY	6/18/24
A0.0-A7.2	ARCHITECTURAL	6/18/24
S1.0-S2.0	STRUCTURAL	6/18/24
M0.1-M1	MECHANICAL	6/18/24
E0.1-E2	ELECTRICAL	6/18/24
P0.1-P1	PLUMBING	6/18/24

.6 Specifications

Section	Title	Date	Pages
ON DRAWINGS			

.7 Addenda, if any:

Number	Date	Pages
1	9-18-24	15
2	10-2-24	20
3	10-4-24	6
4	10-4-24	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------



Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplmtry Cndtns/AIA A201 2007		8/2024	3

- .9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Holly Rademacher, City Clerk  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

Allan F. Welp, CEO  
\_\_\_\_\_  
(Printed name and title)

# **AIA** Document A101<sup>®</sup> – 2017 Exhibit A

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the fifth day of November in the year two thousand twenty-four  
*(In words, indicate day, month and year.)*

**for the following PROJECT:**

*(Name and location or address)*

Lakefield Liquor Store & City Shop  
309 MN - 86  
Lakefield, MN 56150

**THE OWNER:**

*(Name, legal status and address)*

City of Lakefield, MN  
301 Main St  
PO Box 900  
Lakefield, MN 56150

**THE CONTRACTOR:**

*(Name, legal status and address)*

Allan F. Welp Construction, Inc.  
305 2nd Ave N  
Lakefield, MN 56150

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201<sup>®</sup>–2017, General Conditions of the Contract for Construction. Article 11 of A201–2017 contains additional insurance provisions.

### **TABLE OF ARTICLES**

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>®</sup>–2017, General Conditions of the Contract for Construction.

#### **ARTICLE A.2 OWNER'S INSURANCE**

##### **§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### **§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
---------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The

Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

**§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

**§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

**§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

**§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

**§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

**§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

**§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

**§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000 ) each occurrence, two million dollars (\$ 2,000,000 ) general aggregate, and two million dollars (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.



§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000 ) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,

and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- § A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- § A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

**CITY OF LAKEFIELD  
APPLICATION FOR VARIANCE**

**Fee \$175**

(A) Applicant's Name David & Amy Voss Phone 507-841-0438

(B) Address 1001 Northridge Dr Lakefield Mn 56150

(C) Legal Description of Property SE Corner Lot 1 & 2

(D) Property Owner's Name (if different from above) \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

(E) Description of Request Fence around the patio

(F) Reason(s) for Request Privacy & Safety from errant golf balls

(G) Present Zoning Classification \_\_\_\_\_

(H) Existing Use of Property Lawn

(I) Section of Ordinance in which a variance is sought: \_\_\_\_\_

(J) Please answer the following questions as they relate to your project:

1. In your opinion, is the variance in harmony with the purposes and intent of the ordinance?  
( ) Yes (X) No why or why not: No fence allowed

2. In your opinion, is the variance consistent with the comprehensive plan?  
(X) Yes ( ) No why or why not: + privacy  
Plan provides safety + security for residents

3. In your opinion, does the proposal put the property to use in a reasonable manner?  
(X) Yes ( ) No why or why not:  
will be completed in good taste

4. In your opinion, are there circumstances unique to the property?

Yes  No why or why not:

2 roads. A tee off box.

5. In your opinion, will the variance maintain the essential character of the locality?

Yes  No why or why not:

maintain the structure +  
landscaping around it.

The City must make an affirmative finding on all five of the criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The City shall not consider as a variance any use that is not permitted for the property in the district where the affected person's land is located.

No application for a variance shall be considered by the Council within a 1-year period following a denial of the request unless, in the opinion of the Council, new evidence or changes in circumstances warrant it.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the Lakefield City Code and other applicable City Ordinances. Submittal of the application, required information and fee does not guarantee the issuance of a variance. Additional information may be needed or conditions may exist that would prevent the actual granting of a variance.

David Voss  
Applicants Signature

Oct 28, 2024  
Date



CITY OF LAKEFIELD
APPLICATION FOR ZONING PERMIT

Office Use Only:
Permit #:
Exp. Date:
Permit fee: \$20 pd CASH

Date: 10-14-24 Property Owner: Amy + Tub Voss

Parcel # 24.
Property Address: 1001 Northridge Drive
Mailing Address (if different): Box 235
Phone Number: 507-841-1356
Valuation of Work: \$ 21000.

Table with 2 columns: Valuation of Work, Permit Fee. Rows include fee ranges from \$0-\$4,999 to \$100,000 and over, plus an approval needed fee of \$50.00.

Type of Project: patio
Work Classification: [ ] New [ ] Alteration [X] Addition

Type of Construction: [ ] Frame [ ] Masonry [ ] Pole [ ] Other pavers + fence
Size: 18 x 24 x Area: 1st Floor sq ft 2nd Floor sq ft

Type of Basement: Type of Heat:

Central Air: [ ] Yes [ ] No Fireplace: [ ] Yes [ ] No

Type of Fence (for fence requests): plastic ?

Contractor Name: License #:
Plumber Name: License #:
Electrician Name: License #:

\*\*Please draw a diagram on the attached paper that shows the distance of all construction from all neighboring property lines, electrical boxes and/or poles, and other structures on the property.

REMINDER: CALL GOPHER STATE ONE CALL BEFORE DIGGING. DIAL 811.

By signing below, I acknowledge that I am responsible for surveying my property and identifying property lines. I also acknowledge that it is my responsibility to request a locate of utilities prior to digging. I also acknowledge that although the City of Lakefield has not adopted the Minnesota State Building Code, all the regulations included in the Code must be adhered to for this project.

Signature of Applicant: Amy Voss Date: 10-14-24

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Please show lot lines, street names, distance from ALL lot lines to the structure. Distance from ANY utility structures (power poles or boxes, phone/internet boxes). Note: you must stay 10' away from power poles and power boxes. Include landscaping and location of access drives. New construction applications must include: 1. Site plan (drawn to scale). The plan must depict the location of all structures and buildings upon the lot. 2. Two building elevations drawn to scale. One elevation must include the front elevation of the structure. Attach additional pages as necessary.

