



AGENDA

**CITY OF LINDSTROM
ANNUAL CITY COUNCIL MEETING
January 4, 2018
2:00 P.M.**

**Lindstrom City Hall
13292 Sylvan Ave.
Lindstrom, MN 55045**

CALL TO ORDER/PLEDGE:

CALL OF ROLL:

BUSINESS:

- 1. Designate Acting Mayor 2018 (pg. 6)**
- 2. 2018 Committee Assignments (pg. 7-9)**
- 3. 2018 Commission Appointments (pgs. 10-12)**
- 4. Designate Official Newspaper 2018 (pg. 13)**
- 5. Designate Official Depository & Signatories 2018 (pg. 14-16)**
- 6. Reappoint Legal Services - Campbell Knutson (pg. 17)**
- 7. Reappoint City Engineer – MSA (pg. 18)**
- 8. Reappoint City Planner – Hoisington Koegler Group Inc. (pg. 19)**
- 9. Adopt 2018 Fee Schedule (pgs. 20-23)**
- 10. Set January Work Session/Personnel Review (pg. 25)**
- 11. Work Session- Police Contract (pg. 26)**

ADJOURNMENT:

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Administrator**

ITEM: **Designate Acting Mayor**

Each year the Mayor designates an Acting Mayor in case the Mayor is absent.

ACTION REQUESTED:

To designate _____ as Acting Mayor for 2018

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Administrator**

ITEM: **Committee Assignments**

The Mayor annually assigns Council Members as Liaisons to Committees.

Each year it is a good for the Council to discuss committee reporting expectations and roles of the liaisons. Items to review:

- (1) Reports presented to the Council should include decision items
- (2) Decision making authority for Council Liaisons is based in the City Council

ACTION REQUESTED:

To approve the 2018 committee assignments

2018 Mayor's Committee Assignments

(5) City Council Members

(4) Yr. Term Expiration

Mayor - Keith Carlson (2 Yr Term)

2017-2018

Acting Mayor – Curt Flug

2015-2018

Council Member – Kevin Stenson

2017-2020

Council Member – AnnMarie Brink

2015-2018

Council Member –Dave Waldoch

2017-2020

Council Liaisons:

Acting Mayor – Curt Flug

**Cable Commission – AnnMarie Brink, Gregg Carlson (Citizen Representative)
(Kevin Stenson - Back-up)**

**Chisago Lakes Joint Sewage Treatment Commission- Curt Flug, Keith Carlson
(Dave Waldoch - Back-up)**

EDA – AnnMarie Brink, Keith Carlson (Kevin Stenson – Back-up)

Finance –Full Council

Fire Relief – Keith Carlson, Kevin Stenson (Ann Marie Brink – Back-up)

HRA – Keith Carlson, Kevin Stenson, John Olinger

Library Commission Liaison – Dave Waldoch (Keith Carlson – Back-up)

Park Commission Liaison –AnnMarie Brink (Dave Waldoch – Back-up)

Personnel Committee – AnnMarie Brink, Curt Flug, (Sheryl Schmidt)

**Planning Commission Liaison – Curt Flug, Dave Waldoch, (Kevin Stenson -
Back-up)**

Police Commission – Keith Carlson, Kevin Stenson, (Curt Flug - Back-up)

**Public Works Committee – Kevin Stenson, Curt Flug, (Keith Carlson – Back-
up)**

2018	Dave Waldoch	Curt Flug	Kevin Stenson	AnnMarie Brink	Mayor Carlson	
Acting Mayor		X				Flug
CLJSTC	X Back-up	X			X	Flug Carlson
Cable Commission			X Back-up	X		Brink
EDA (Terms)			X Back-up	X	X	Carlson Brink
Finance Committee	X	X	X	X	X	Full Council
Fire Relief Association			X	X Back-up	X	Stenson Carlson
HRA			X		X	Carlson Stenson
Library Commission	X				X Back-up	Waldoch Carlson
Park Commission	X Back-up			X		Brink Waldoch
Personnel Committee		X		X		Flug Brink
Planning Commission	X	X	X Back-up			Flug Waldoch
Police Commission		X Back-up	X		X	Carlson Stenson
Public Works Committee		X	X		X Back-up	Stenson Flug

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Administrator**

ITEM: **Commission Appointments**

The City Council annually appoints or reappoints Commissioners to the Planning, Park and EDA commissions, the HRA Board, and the Vets Memorial Board. This year the reappointments are:

Planning Commission (4-year term)

Laurie Burington (2014-2017) filled Council Member Waldoch term

Park Commission (3-Year Term)

Clio Johnson, Student Representative, (2014-2016, ends at graduation)

John Renaker (2015-2017)

Ian Dudley (2015-2017)

Shari Bachman (2015-2017)

Pam Schultz (2015-2017)

EDA – (4-Year Term)

Robert Doherty [2014-2017]

Sheryl Campbell [2014-2017]

Vets Memorial Board (Annual)

Bill Straub

ACTION REQUESTED:

To approve the commission appointments as presented

2018 Commission Appointments

<u>(7) Planning Commission Members</u>	<u>(4) Yr. Term Expiration</u>
Chair Mike Klun	12-31-18
Member Orris Erlandson (09)	12-31-18
Member Kevin Backer	12-31-19
Member Judy Chartrand	12-31-19
Member Jim Swanberg	12-31-19
Member Laurie Burington	12-31-17
Member Greg Donovan	12-31-18
Council Liaison Flug, Waldoch	(Appointed Annually)

<u>(7) Park Commission Members</u>	<u>(3) Yr. Term Expiration</u>
Matt Rein	12-31-18
John Renaker	12-31-17
Chair Rusty Johnson	12-31-18
Shari Bachman	12-31-17
Ian Dudley	12-31-17
Pam Schultz	12-31-17
Clio Johnson (Youth Member)	12-31-16
Council Liaison Brink	(Appointed Annually)

(7) EDA Members

(4) Yr. Term Expiration

Keith Carlson – Mayor - CC Term	2017-2018
AnnMarie Brink – Council Member - CC Term	2015-2018
Jim McCarville	2015-2018
Randy Diers	2012-2019
Greg Shaleen	2012-2019
Robert Doherty	2014-2017
Sheryl Campbell	2014-2017

HRA Board Members:

***Statute 469.004 Appointed to 5 Yr. Terms**

Yvonne Johnson (Executive Director)	Permanent Employee
Mike Metzler	2017-2021
Keith Carlson	2017-2018
John Olinger	2017-2018
Nancy Johnson (10)	2014-2018
Kevin Stenson	2017-2018

Vets Memorial Board Members

**LeRoy Mitchell
Bill Straub
George McMahan
Sherry Stirling**

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Administrator**

ITEM: **Designate Official Newspaper**

The City is currently served by the *Chisago County Press*. They have been the City's Official Newspaper for many years, and are requesting to be re-appointed as Official Newspaper again for 2018.

ACTION REQUESTED:

To appoint the *Chisago County Press* as the City of Lindstrom's Official Newspaper for the year 2018.

STAFF REPORT

MEETING DATE: January 4, 2018

SUBMITTED BY: City Administrator

ITEM: Designate Official Depository

The City is served by Lake Area Bank. They have been the official depository for many years and are requesting reappointment as the City's official depository for 2018.

ACTION REQUESTED:

- (1) To appoint the Lake Area Bank as the City of Lindstrom's official depository for 2018.**
- (2) To adopt Resolution 20180104-01, authorizing signatories for accounts at Lake Area Bank.**

CORPORATE AUTHORIZATION RESOLUTION 20170118-01

By:

Lake Area Bank
12790 First Avenue North
P.O. Box 743
Lindstrom, MN 55045

City of Lindstrom
13292 Sylvan Ave.
Lindstrom, MN 55045

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I Kay Mattson, Finance Director, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Minnesota, Federal Employer I.D. Number 41-6005318, engaged in business under the trade name of City of Lindstrom, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on January 3, 2017. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS: Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A Keith Carlson – Mayor	X	X
B Curt Flug – Acting Mayor	X	X
C John Olinger - City Administrator	X	X
D Melissa Glenna - Deputy Clerk/Admin Assistant	X	X
E Kay Mattson – Finance Director	X	X
F. Cassandra Gemuenden – Assistant Finance Director	X	X
G Renee Aronson – Assistant Manager On-Sale	X	X
H Shannon Mossman – Manager On-Sale	X	X
I Kevin Stenson – Council member	X	X
J Lisa Roggenkamp - Receptionist	X	X

Indicate number of
signatures required

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate Description of Power A, B, C, D, E, F, G, H, I, and/or J.

ABC (1) Exercise all of the powers listed in this resolution.

ABCEF (2) Open any deposit or share account(s) in the name of the Corporation.

ABCDIJ (3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit

with this Financial Institution.

ABCEF (4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of Indebtedness.

ABCEF (5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

ABCEFDJ (6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.

GHEF (7) Other: Endorse "City of Lindstrom" Vendor Checks for ATM Refill/Petty Cash

LIMITATIONS ON POWERS: The following are the Corporation's express limitations on the powers granted under this Resolution.

EFFECT ON PREVIOUS RESOLUTIONS: This resolution supersedes all previous Resolutions. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY:

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation. In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____.

By: _____
Kay Mattson, Finance Director

Attest: _____
John J. Olinger, City Administrator

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Administrator**

ITEM: **Reappoint Campbell Knutson for Legal Services**

Campbell Knutson law services has served the City for many years. Soren Mattick is our City Attorney.

ACTION REQUESTED:

To reappoint Campbell Knutson and Soren Mattick for the City's legal services for the year 2018.

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Administrator**

ITEM: **Reappoint MSA as the City Engineer**

MSA has served the City for seven years. Jon Herdegen will continue to serve as the City's Engineer.

MSA is requesting a Master Services Agreement; the agreement outlines the responsibilities of the parties and the revised fee schedule. The City Engineer is requesting an increase in the rates. I do not believe the rates have increased since the start of our contract. The City Attorney has reviewed the Agreement.

ACTION REQUESTED:

To reappoint the firm of MSA with Jon Herdegen as City Engineer for the year 2018, and approve the Master Services Agreement

MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LINDSTROM AND MSA PROFESSIONAL SERVICES, INC.

This AGREEMENT (“Agreement”) is made as of January 4, 2018 by and between CITY OF LINDSTROM (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), St. Paul, Minnesota, which agree as follows:

SECTION I -SERVICES TO BE PERFORMED

1.1 Scope of Services

MSA shall perform or furnish engineering, architectural, surveying, and planning services, and serve as a resource and liaison, pursuant to Task Orders issued by the OWNER to MSA.

1.2 Authorization of Services

1.2.1 Written Task Orders shall define the task requested, including the specific scope of services to be performed, the schedule, and the basis for payment (if other than as defined in this Agreement). When requested by the OWNER, MSA shall prepare draft Task Orders and submit them to the OWNER for review and execution. Each Task Order shall be executed by the authorized representatives of MSA and the OWNER designated in this Agreement. Each Task Order shall be deemed to incorporate the terms of this Agreement.

1.2.2 The OWNER's authorized representative may orally authorize MSA to begin furnishing services. Within five (5) business days thereafter, MSA shall submit to the OWNER a written Task Order, as described immediately above, which shall confirm the oral Task Order and provide for mutual execution by the parties. Such Task Order will be deemed executed if not returned with comments within two (2) business days thereafter.

1.3 Limit of Cost for Professional Services

Task orders shall not call for professional services whose cost would exceed **\$35,000**. Projects in excess of **\$35,000** shall be performed by other written contract.

1.4 MSA's Authorized Representative

Jon Herdegen shall act as MSA's representative with respect to the services to be performed or furnished. Said person will have complete authority to transmit instructions, receive information, and interpret and define MSA's policies and decisions with respect to services.

SECTION II - THE OWNER'S RESPONSIBILITIES

2.1 OWNER'S Responsibilities

The OWNER, at its expense, shall do the following in a timely manner so as not to delay or hinder MSA in its furnishing of services:

2.1.1 Furnish MSA with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to each Task Order. Unless otherwise specified in the Task Order, MSA may rely upon OWNER-furnished information without independent verification.

2.1.2 Provide all criteria and full information as to OWNER's requirements including objectives and constraints, performance requirements, and budgetary limitations.

2.1.3 Assist MSA by furnishing all available information pertinent to the Task Order project.

2.1.4 Arrange for access to and make all provisions for MSA to enter upon public and private lands as required for MSA to perform its work under the Task Order.

2.1.5 Give prompt written notice to MSA whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MSA's services, or any defect or nonconformance in MSA's services or in the work of any Contractor.

2.1.6 Furnish to MSA data prepared by or services of others, including without limitation exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, land surveyors, laboratory material tests and other special items together with appropriate professional interpretations of the foregoing.

2.1.7 Examine studies, reports, and construction contract documents presented by MSA, and render in writing decisions pertaining thereto.

2.1.8 The OWNER shall be responsible for the accuracy and completeness of furnished data, including, but not limited to, computations, record drawings, and maps furnished by the OWNER.

2.2 OWNER'S Representative

The OWNER'S Authorized Representative under this Agreement shall be Deb Hill, or his designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to MSA's services under this Agreement.

SECTION III - PERIOD OF SERVICES

3.1 Completion of Services

The services called for in each Task Order shall be completed according to a schedule agreed upon by the OWNER and MSA.

3.2 Term of Agreement

The initial term of this Agreement shall commence as of the date set forth above, and shall expire on **January 31, 2019** and shall thereafter automatically renew itself for successive periods of one year each, unless either party gives written notice of its intention to terminate or amend the Agreement by giving at least thirty (30) days prior written notice to the other party. Attachment A, Rate Schedule, shall be updated April 1st on an annual basis.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF NEWPORT

MSA PROFESSIONAL SERVICES, INC.

Honorable Keith Carlson
Mayor

Gilbert A. Hantzsch, P.E.
President / CEO

Date: _____

Date: _____

John Olinger
City Administrator

Jon Herdegen
Team Leader

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Minnesota)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Minnesota for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$127-\$165/hr.
Clerical	\$60-\$88/hr.
CAD Technician	\$62-\$110/hr.
Geographic Information Systems (GIS)	\$78-\$135/hr.
Housing Administration	\$64-\$111/hr.
Hydrogeologists	\$118-\$142/hr.
Planners.....	\$95-\$151/hr.
Principals	\$155-\$200/hr.
Professional Engineers	\$100-\$200/hr.
Project Manager.....	\$75-\$180/hr.
Professional Land Surveyors	\$90-\$157/hr.
Staff Engineers	\$82-\$120/hr.
Technicians.....	\$76-\$114/hr.
Wastewater Treatment Plant Operator	\$70-\$85/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Fax.....	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Automobile Mileage – (currently \$0.54/mile).....	Rate set by Fed. Gov.
MSA Truck Mileage.....	\$0.70/mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotics Geodimeter	\$30/hour
Stakes/Lath/Rods.....	At cost
Total Station.....	Included in labor rates
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2019. After January 1, 2019, these rates may increase by not more than 5% per year.

<u>Lindstrom Team</u>	<u>Proposed 2018 Rate</u>
Jon Herdegen	\$105
Lucas Jones	\$105
David Schofield	\$105
Survey Crew	\$150
Curt Schley	\$98
Bob Uelmen	\$98

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Administrator**

ITEM: **Reappoint Hoisington Koegler Group Inc. as the City Planner**

The City is requesting Hoisington Koegler Group Inc. be reappointed as our City Planner. Rita Trapp will serve as the City's Planner.

ACTION REQUESTED:

To reappoint the firm of Hoisington Koegler Group Inc. with Rita Trapp as City Planner for the year 2018.

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **Administrator Olinger**

ITEM: **2018 Fee Schedule**

BACKGROUND:

Staff has been working on some proposed revisions to the 2018 Fee Schedule. Proposed changes are crossed out and the new language/fees are **underlined in red text**.

Additionally, the Planning Commission has recommended a reduction in the Sewer Access Charge (SAC) and Water Access Charge (WAC) fees (which has been incorporated into the proposed 2017 Fee Schedule).

ACTION REQUESTED: Review proposed revisions and either approve the 2018 Fee Schedule as presented or make additional changes.

ATTACHMENTS: Proposed 2018 Fee Schedule

§ 35.01 FEE SCHEDULE

(A) Staff Hourly Rates. To be charged for building/development applications and outside services.

	Fees
City Administrator	\$67.50 \$71.00
Public Works Supervisor	\$53.50 \$56.00
Building/Zoning Official	\$59.00 \$62.00
Finance Director	\$59.00 \$62.00
Other Employees	\$40.00 \$42.00
City Attorney	Actual Cost
City Engineer	Actual Cost

(B) Building / Zoning Department.

The City of Lindstrom requires Building Permits for most construction or alteration of buildings and their components within the City limits. These Permits include Building, Plumbing, Mechanical, Fireplace, Grading and Excavating, Impervious Surface, Fences, Roofing, Sign, Pool, Manufactured Homes Installation, Demolition, Siding, Windows, etc.

Apply for the following permits at the Lindstrom City Hall: Irrigation Meters, Fences, Signs, Bees, Chickens, Impervious Surface, Grading/Excavation/Fill, Building Moving, Dumpsters, Zoning Compliance, Conditional Use Permits, Interim Use Permits, Variances, Re-zoning.

Apply for all other permits at Chisago County Environmental Services: 651-213-8371. Call Chisago County for Fee information.

If permit has not been applied for, and work has begun, the penalties will be up to double the following permit Fees.

	Fees
Fence Permit	\$25.00
Sign – General Permit	\$25.00
Sign – Other – Permit TEMPORARY	\$25.00
Keeping of Bees	\$25
Keeping of Chickens	\$25/first year \$25/renewal for 2 years
Building Moving Review	\$100.00 + Expenses
Impervious Surface Permit	\$40.00
Grading/Excavation/Fill Permit	\$40.00

	Fees
Conditional Use Permit (CUP)	\$500.00
Interim Use Permit (IUP)	\$200.00
Street Vacation	\$200.00
Minor Subdivision Fee (Lot Split Administrative Lot Split)	\$250.00 (\$200.00 + \$50.00 per lot) + Actual Costs
Ordinance Amendment	\$200.00
Planned Unit Development (PUD)	\$750.00 + Subdivision Fee
Re-Zoning Request	\$200.00
Subdivision Fee	\$750.00 + \$50.00 per lot
Park Dedication Fees	\$2,250.00 per lot/unit
Variance	\$200.00
Annexation Fees	\$100.00 + Filing and Recording Fees (Developments \$5.00/acre min. of \$100, max. of \$600.00)
Site Plan Review	\$500 Multi-Family, Industrial, Commercial
Preliminary Plat	\$350.00
Final Plat	\$100 + \$10 per lot
Parking Fees in lieu of space	\$3,800.00 per space
Escrow	\$500 - \$3,000 depending on project

(C) Sewer/Water Rates. All rates are subject to change.

	Fees
Water Base Fee	\$10.00 per quarter residential
Sewer Base Fee	\$32.00 per quarter residential
State Test Fee	\$1.59 per quarter
Storm Water Fee Residential Manufactured Home Commercial	\$8.49 per quarter \$4.26 per quarter \$17.01 to \$187.11 per quarter (based on square footage)
Water Usage	0-20,000 gals - \$2.00/1,000 20,001 – 30,000 gals - \$2.25/1,000 Over 30,000 gals - \$2.50/1,000
Sewer Usage	-0-5,000 gals - \$7.10 \$7.53 /1,000 Over 5,000 gals - \$7.85 \$8.32 /1,000 Metering INSIDE only - \$9.50 \$10.07 /1,000
Late Fee	10% of outstanding balance
Certification Fee (Admin)	8% of amount certified to taxes

Water & Sewer:	
Meter - Irrigation (over 3/4")	\$250.00 + \$40.00 Inspection Fee
Meter - Standard Only	\$250.00
Meter - Standard Irrigation	\$250.00 and \$70.25 Inspection Fee
Water Access Fee (WAC)	\$3,401.00 (+ \$250.00 for meter)
	\$2,478.00 per unit
Multi Family Developments with 4 units or more	
Sewer Access Fee (SAC)	\$3,700.00
Multi Family Developments with 4 units or more	\$2,928.00 per unit

Fee in Lieu of Assessment:

Stubbed Water	\$4,212.87	*Unstubbed Water	\$5,072.73
Stubbed Sewer	\$5,005.22	*Unstubbed Sewer	\$6,158.42

(D) License Fees.

	Fees
Dog/Cat	\$5.00 per year
Cigarette/Tobacco	\$100.00 per year
Garbage Hauler	\$200.00 per year
On-Sale Liquor Renewal	\$1,800 + \$100 Background Check per year
On-Sale Liquor - NEW	\$1,800.00 + \$500 Background Check
On-Sale 3.2% License	\$100 per year
On-Sale Wine License	\$300 per year
3.2% Temporary Liquor	\$25.00 per Event
1-4 Day Temp Liquor	\$50.00 per Event
Special Event Permit	\$25.00
Business License	\$25.00 One Time Fee
Peddlers/Solicitor Application Fee	\$25.00 per person
Vending Operations	\$25.00 per vehicle

Pawn Shop	\$1,500 per year
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(E) Public Works Fees.

	Fees
Street Sweeper	\$110 per hour (3 hour Min.)
Truck Rental (single axle)	\$80.00 per hour
Loader Rental	\$130.00 per hour
Street Sign /Replacement	\$150.00
Sanding	\$200.00 per Ton spread
Bobcat Rental	\$100.00/hour
Water Turned ON/OFF (foreclosed properties)	\$40.00 per request

(F) Miscellaneous Fees.

	Fees
Assessment Search	\$20.00
Bad Check Fee	\$30.00
Administrative Fee + Charges Special Service Charges (Mowing, Snow Removal, etc.)	\$100.00 + Expenses
Cemetery Lots – Purchase	Traditional - \$600.00
(20% Permanent Care, 30% Operating, 50% Improvement)	Cremation - \$300.00
Cemetery Lots – Open/Close	Traditional, Summer - \$350.00 Traditional, Winter - \$425.00 Cremation, Summer - \$75.00 Cremation, Winter - \$90.00
Weekend Surcharge	\$75.00 Traditional \$25.00 Cremation
Street Lighting Fees (Qtrly.)	Mobile Homes - \$2.00/Unit Town Homes - \$2.00/Unit Multifamily (3+) - \$2.25/Unit Residential (1-2) - \$3.25/Unit Commercial - \$8.00/Account Schools/Churches - \$25.00 Account
Copies/Fax Machine	.25 per page

(G) Rental Fees.

	Fees
Park Rental	\$50 + \$3.44 tax + \$50 cash deposit
Community Center Rental	Resident Non-Resident
Social	
Monday – Thursday	\$100 \$150
Friday	\$175 \$225
Saturdays & Holidays	
October – March	\$290 \$370
April – September	\$315 \$395
Commercial	
Monday – Thursday	\$125 \$150
Non-Commercial Gatherings	
Local/Civic Groups	
(Monday – Thursday)	
4 hours or less	\$45
Over 4 hours	\$75
School	
Sports Banquets/Social	\$50
Police Coverage	\$50 per hour
Council Chambers	\$35 per hour (small groups)

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Administrator**

ITEM: **Set Work Session**

Staff is requesting the Council set a work session in early January, before the January City Council meeting for the following;

- Growth Management and township islands
- City Administrator Performance Review

ACTION REQUESTED:

To set a work session for January ____ to discuss the next step in the Growth Management Plan and for the City Administrator's Performance Review.

STAFF REPORT

MEETING DATE: **January 4, 2018**

SUBMITTED BY: **City Council**

ITEM: **Work Session – Police Contract**

The City Council requested the City Attorney provide a review of creating a Police Taxing Jurisdiction for the LAPD.