

Lakeland Shores City Council Meeting
December 7, 2017, 6:30 p.m.
Lake St. Croix Beach City Hall



- 1) Regular Council Meeting
 - Call to Order
 - Roll Call
 - Pledge of Allegiance
 - Adopt Agenda

- 2) Consent Agenda (Items may be pulled for discussion and/or separate action)
 - A) Approve October 5, 2017 City Council Meeting Minutes
 - B) Approve Monthly Claims and Financial Reports

- 3) Public Comments

- 4) Unfinished and New Business
 - A) Consideration of Treasurer Contract
 - B) Consideration of Resolution No. 2017-12-01, Treasurer Signature Approval
 - C) Consideration of Resolution No. 2017-12-02, Final 2018 Levy and Budget
 - D) Consideration of Resolution No. 2017-12-03, Designated Polling Location 2018 Election
 - E) Proposed Recycling Hauler and JPA
 - F) Consideration of Comprehensive Plan Updates Contract
 - G) Consideration of 2018 Humane Society Contract
 - H) Proposed Water Rate Increase Concerns

- 5) Council and Staff Reports
 - A) Roads Commissioner Report
 - B) Treasurer Report
 - C) City Clerk/Zoning Administrator Report
 - D) Mayor and Council Reports

- 6) Agency Reports
 - A) Washington County Sheriff Report
 - B) Fire Department Report

- 7) Adjourn

Lakeland Shores City Council Meeting Minutes | 2017 October 5

Regular City Council Meeting
Lakeland City Hall

Lakeland Shores City Council Meeting Call to Order: Mayor Brian Zeller opened the October 5, 2017 City Council meeting at 6:33 p.m.

Roll Call:

Council Present: Mayor Brian Zeller, Council Member Tim Schroeder, Council Member John Bischoff and Council Member Tom Wilson

Council Absent: Council Member Randy Kopesky

Staff Present: City Treasurer Tom Niedzwiecki; City Engineer John Parotti; Interim City Clerk

The Pledge of Allegiance was said.

Review and Approve Meeting Agenda: Council Member Bischoff made a motion to adopt the agenda adding Appointment of Treasurer and Deputy Treasurer; Council Member Schroeder seconded. Motion carried 4-0. Agenda Adopted.

Review and Approve Consent Agenda (Items may be pulled for discussion or separate action):

- A) Approve September 6, 2017 City Council Meeting Minutes
- B) Approve Monthly Claims and Financial Report

Council Member Wilson made a motion to approve Consent Agenda as presented; Mayor Zeller seconded; Motion carried 4-0. Consent Agenda approved.

Public Comments:

Mr. Bob Lind came forward and advised he is looking into purchasing a commercial property within the City and inquired about setbacks, size of building, plans for well and septic and required entrance to the building. He stated he would like for the back of the building to be facing south and the front to be facing north. He stated he has a limo bus company and landscape company that has inside storage and creates very little traffic.

Mayor Zeller advised he may need to go through the variance process for a setback change and suggested a pre-application meeting be scheduled with staff. He also suggested Mr. Lind have an informal meeting with the neighbors to discuss the potential plan.

Unfinished and New Business:

PUBLIC HEARING, Consideration of Resolution No. 2017-10-05, Variance Request, 125 Lakeland Shores Road – City Engineer Parotti advised the Applicant, Cates Fine

Lakeland Shores City Council Meeting Minutes | 2017 October 5

Homes, on behalf of the Owner Tom Scanlan, has requested a variance for setback related a bluffline on the property located at 125 Lakeland Shores Road N. The legal description of the property is identified on Attachment A. The application includes a remodel and addition to the existing home, raising of the boat house removing it from the flood plain, installation of a path from current home to current boar house and plans for a future garage. The structure is a non-conforming structure in terms of the current setbacks therefore requiring a variance. The following staff report summarizes the requested variance.

A duly noticed public hearing was published for October 6, 2017 at 6:30 PM, and individual property owners were notified within 500 feet of the proposed project location.

Applicant: Cates Fine Homes Owner: Tom Scanlan	Site Size: 2.79 Acres Location: 125 Lakeland Shores Road N Zoning & Land Use: Zone A Residential
Request: Variance from structural bluff line (riverway) setback for remodel and addition	

As referenced above, the Applicant is requesting the variance:

- Structural Setback from bluff line requirement of 50 feet

The following summary of the requested variance and proposed project is as follows:

- The Applicant is proposing to construct and remodel the home to include a new height to go to 34' at the tallest point, measured from grade at the front entry. The current height of the home is 22'. The proposed height of 34' does meet the current structural height restriction.
- The existing two stall attached garage will be removed and a three stall attached garage rebuilt in the same location. The new garage addition does comply with the current 15' side yard property line setback.
- The remodel includes a future master bedroom suite to be built on the southeast side of the existing building. The proposed addition is set back 8' from the existing home which would make the proposed addition further from the bluff line but not 50 feet back as required. The proposed addition does meet the side south property line set back requirement of 15'.
- The proposed plan calls for the pitch of the roof to be changed from 6/12 to a 12/12 slope for anticipated better run off to the gutter system and benefit load control of run off.
- The proposed plan does indicate the existing foundation will remain as is. The front entry will be modified with frost footing work. The existing exterior walls will remain the same location to be remodeled for new window locations

City Engineer Parotti noted the review criteria per City Ordinance as well as the existing site conditions, applicable standards for Minimum Dimensional Requirements and project analysis for review and consideration.

Based on an engineering review of the above documents, the following comments are provided for consideration:

1. This property is located in the City's Shoreland Management Area (Zone A - River A). As a result, the City's Shoreland Management Area Ordinance (Ch. 153) applies.
2. This property is also partially located in the St. Croix River floodplain. Therefore, the City's Floodplain Ordinance (Ch. 154) applies.
3. Chapter 153.008.C.6 requires a grading permit for any grading, filling, excavating or changing the topography landward of the high water mark. 153.088.C.6 provides an exception to the requirement for grading permit for those projects where grading is limited to the *"minimum area necessary for a structure, sewage disposal system, and private road and parking area undertaken pursuant to a validly issued building permit."*
 - a. It is the Engineer's opinion that this project meets the above exception for grading landward of the bluffline and therefore, a grading permit is not required for this work.
 - b. Proposed work on the bluff (gravel path to be designed by others) will require a grading permit. See subsequent comments for more detail.
4. The letter dated August 9, 2017 from Tom Scanlan, Jennifer Cates Peterson and Michael Huber (on Cates Fine Homes letterhead) states that a path will be installed from the current home to the current boathouse. While the plans show a location for a trail, there is a note on the Stormwater Management Plan which states *"6' Wide Gravel Path to Be Designed By Others"*. As a result, the gravel path is not considered part of this application and therefore must be submitted separately for review and approval.
5. The St. Croix River elevations should be labeled on the plans as follows: 100-yr Floodplain (1% chance occurrence) = 692.0. Ordinary High Water Level (OHWL) = 680.0 is noted correctly on the survey.
6. The principal structure appears to be approximately 139 feet from the OHWL of 680. The minimum setback from OHWL is 100 feet. The principal structure meets this requirement.
7. The boathouse is located approximately 25 feet from the OHWL of 680. The minimum setback from OHWL is 100 feet. The boathouse does not meet this requirement. However, since this is an existing, nonconforming structure, it is the City Engineer's understanding that this does not require a variance to remain.
8. The applicant proposes to "raise the boathouse out of the floodplain". However, according to the survey, the existing floor elevation of the boathouse is 693.0 which complies with the City's requirement to have the first floor elevation 1' above the 100-yr flood elevation of 692.0.
9. The raising of the boathouse results in a crawl space below the 100-yr flood elevation of 692.0. If the value of the proposed improvements to the boathouse

exceeds 50% of the existing value of the structure, it must be floodproofed in accordance with FEMA Technical Bulletin 10-01. If alternative methods of floodproofing are used (i.e. flood vents), a Conditional Use Permit is required.

10. Impervious surface calculations are provided on the Certificate of Survey. These calculations can be summarized as follows:
 - Existing Impervious Surface = 11.1% (to shoreline)
 - Proposed Imperious Surface = 15.1% (to shoreline)Both the existing and proposed calculated impervious surface are below the maximum allowed by City Ordinance of 20%.
11. The property slopes generally from west to east. The average grade west of the home is 1% +/- . On the east side of the home the grade is approximately 7% and the bluff slope reaches slopes as steep as 60% +/- (1v:1.7h).
12. The project proposes to construct an infiltration basin on the west side of the principal structure and south side of the driveway.
13. Runoff from the south and west sides of the roof of the principal structure will be directed to the proposed infiltration basin.
14. It is recommended that a shallow depression be constructed along the north side of the principal structure with a berm at the bluff line to retain and infiltrate runoff from the north side of the roof. This will reduce the potential for erosion on the bluff at this location.
15. Drainage calculations have been received. However, the Middle St. Croix Watershed Management Organization (WMO) is currently reviewing these calculations and, since the WMO standards and the standards contained in the City's Ordinance are very similar, the City Engineer will not review this information in detail unless specifically asked to do so by the City Council or by the WMO.
16. The new home will be placed in same general location as the existing home. The south, east and north walls of the proposed building follow the existing building footprint. It should be noted that the existing (and proposed) home is located 22 feet from the bluff line at the closest point.
17. Portions of the existing home are located within the 50-foot bluffline setback. The proposed home will be constructed in this location within the setback. The proposed building location does not comply with the City's bluffline setback of 50 feet. The southeast corner of the house is approximately 22 feet from the bluffline and the northern most corner of the existing deck to remain is 34.4' feet from the bluffline.

Note: There are slopes on the property which meet the City's definition of a bluffline that appear to be the result of constructing a walkout structure on the property. If these slopes are considered to be bluffs, the resulting bluffline setback is 0'

18. The proposed master bedroom suite is located 29.7 from the bluffline which is within the bluffline setback.
19. The Erosion Control / Stormwater Management Plan contains detailed direction to the contractor with respect to grading activities and related staging and erosion control. These directives must be adhered to by the contractor until the project is complete and the entire site is fully stabilized with the approved landscaping and vegetation.
20. The survey shows a "proposed future water service" located along the south side of the driveway.
22. The plans indicate a septic system is, or will be located in the center island of the driveway and west of the circle drive, south of the driveway. A copy of a septic system permit dated March 27, 2017 from and a Certification of Compliance dated May 23, 2017 from Washington County has been received.

City Engineer Parotti advised other agencies with jurisdiction over this project have also been asked to review the application materials and provide comment. If any of the comments provided herein conflict with comments provided by those agencies, it is recommended that the City apply the more conservative. It is recommended that the above be considered by the City and, if approval is given, made conditions of approval. If revisions are made to these plans for any reason, the revised plans must be resubmitted to the City for review.

Mr. Tom Scanlan, applicant, came forward and stated the septic is sized for the new addition. The future bonus room would potentially provide office space and use of the boat house/guest house will maintained. He noted he is only focusing on phase 1 of the project and he is not aware of any plumbing in the boat house. He added he would like to raise the boat house 24 inches to provide him piece of mind.

Mayor Zeller stated his issue with the boat house include the setback, height increase and connection to sewer. The boat house is already above the flood plain. He commented on the other setbacks noting the primary structure has a similar footprint excluding the proposed future addition. The project would improve a non-conforming structure.

City Engineer Parotti advised the proposal does meet storm water requirements and there is a condition relating to additional infiltration. He noted it is unusual the DNR did not provide a review or comments on the plan.

Mr. Scanlan noted during the summer months from you are unable to see the addition from the river.

Mayor Zeller opened the public hearing at 7:38 p.m. There were no comments.

Mayor Zeller closed the public hearing at 7:39 p.m.

Council Member Schroeder expressed concern about not getting any comments from the DNR, the footprint of the addition and the encroachment of the master bedroom suite on the river. The septic relating to the boat house is also a concern.

Mayor Zeller stated he is comfortable with the primary structure and proposed addition with screening. The boathouse is already above the flood level so he is not comfortable going two feet higher.

Council Member Bischoff stated he has issues with the bedroom suite and being more visible when raising the roof line. He stated the DNR did not make any comments and he does not see a hardship involved with the master bedroom.

Mayor Zeller moved to adopt Resolution No. 2017-10-05 with the outlined conditions on the staff report, engineer's report, WMO report and the following:

- **If foundation is deemed insufficient the applicant must come back to the City. A new foundation is prohibited.**
- **A grading permit will be required.**
- **A Conditional Use Permit for the boathouse/guesthouse will be required.**
- **Screening will be maintained to minimize visual impact from the river.**
- **The project construction traffic will make every effort to minimize any off-street parking**
- **Detail septic plans and specifications will be provided.**
- **The boathouse/guesthouse septic will not be used until found in compliance per Washington County.**

Council Member Wilson seconded the motion.

Mayor Zeller advised the application a special meeting could be called to consider the variance when the DNR comments have been received or a vote could be taken now with a friendly amendment or the exclusion of the plans for the addition.

Mayor Zeller called for a five minute recess at 8:07 p.m.

Mayor Zeller reconvened the meeting at 8:10 p.m.

Ms. Jennifer Cates, Cates Fine Homes, came forward and offered another condition relating to the screening of the addition during the summer months.

Council Member Bischoff made a friendly amendment to the motion that a condition of approval includes that the master suite addition will be screened utilizing vegetation and cannot be seen from the river during the summer months.

Mayor Zeller accepted the friendly amendment to the motion. Council Member Wilson accepted the friendly amendment. A roll call vote was taken. Motion carried with Council Member Schroeder voting nay.

Lakeland Shores City Council Meeting Minutes | 2017 October 5

Council Member Schroeder advised there was some confusion with the motion.

A roll call vote was taken. Motion carried 4-0. Resolution No. 2-17-10-05 approved as amended.

Appointment of Treasurer and Deputy Treasurer – Mayor Zeller advised a new Treasurer should be appointed and Treasurer Niedzwiecki should be appointed Deputy Treasurer as he will be working with the new Treasurer through the current budget cycle at a rate of \$60 per hour.

Mayor Zeller made a motion to appoint Ms. Judy Tetzlaff as City Treasurer and Tom Niedzwiecki as Deputy Treasurer, as presented. Motion carried 4-0. Treasurer and Deputy Treasurer appointed.

Council and Staff Reports:

Roads Commissioner Report – Road Commissioner Bischoff advised there is not much new and some brushing will be completed this fall. The City budget relating to potholes is a concern and additional dollars should be considered for road repairs.

City Treasurer Report – City Treasurer Niedzwiecki reviewed the September financial reports noting it is projected that the City will come in approximately \$15,000 under budget.

City Clerk/Zoning Administrator Report - Interim City Clerk provided an update on the 2018 elections.

Mayor and Council Reports:

Mayor Zeller - Mayor Zeller advised the WMO meetings are progressing nicely and all City files have been removed from the City of Lakeland.

Council Member Wilson – Council Member Wilson advised the Fire Department is in the process of writing grants to fund air packs for the Firefighters.

Council Member Bischoff – Council Member Bischoff stated the City files do not currently have a permanent home and they need to go through.

Agency Reports

Washington County Sheriff's Report: The monthly reports were provided to the Council.

Fire Department Report: There was no Fire Department report.

Engineering Report: There was no Engineering report.

Adjourn: Council Member Wilson made a motion to adjourn the meeting; Council Member Schroeder seconded the motion; Motion carried 4-0. Mayor Zeller adjourned the meeting at 8:46 p.m.

City Council of Lakeland Shores

Brian Zeller, Mayor

Interim City Clerk

DRAFT

City of Lakeland Shores
Check Detail - Claims to be Approved
 November 3 through December 7, 2017

11/30/2017

Type	Date	Check Number Invoice Number	Name	Memo	Account	Paid Amount
Bill Pmt -Ch	11/30/2017	6327	SEH (City Engineer)	Client #1384	100 - Checking - 4M Fund/US Bank	
Bill	11/30/2017	340876	100 Genl Fd.B. Disb:43100 Streets & D City Council Meeting		43150 - City Engineer	\$ 179.22
			300 LT Imp Fund:43136 Surface Water Comp Plan & Local Surface Water Plan		43136 - Surface Water Manageme	\$ 134.41
			Scanlan Variance 125 Lakeland Shores Application Review - 125 Lakeland Shore:		43150 - City Engineer	\$ 1,843.23
			100 Genl Fd.B. Disb:43100 Streets & D Preapplication - 2nd St N - Lind Landscap		43150 - City Engineer	\$ 474.55
TOTAL						\$ 2,631.41
Bill Pmt -Check	11/30/2017	6328	Niedzwiecki, Thomas H. (reimburse € Deputy Treasurer Monthly Charge		100 - Checking - 4M Fund/US Bank	
Bill	11/30/2017	11302017	100 Genl Fd.B. Disb:41000 Genl Govt: QB Monthly Charge - Nov		41425 - Office Supplies & Postage	\$ 20.00
			100 Genl Fd.B. Disb:41000 Genl Govt: Deputy Treasurer Services - Nov		41150 - Professional Services	\$ 120.00
TOTAL						\$ 140.00
Bill Pmt -Check	11/30/2017	6329	MNSPECT LLC	Building Inspection Services	100 - Checking - 4M Fund/US Bank	
Bill	11/30/2017	7124	100 Genl Fd.A. Rec:32000 Licenses & Permit #LS17-05 Inspection Permit Fee - 32230 - Building Permits			\$ 662.36
			100 Genl Fd.A. Rec:32000 Licenses & Permit #LS17-05 Plan Review - 195 Lake 32230 - Building Permits			\$ 430.53
			100 Genl Fd.A. Rec:32000 Licenses & Permit #LS17-05 Site Check Fee - 195 La 32230 - Building Permits			\$ 60.00
			100 Genl Fd.A. Rec:32000 Licenses & Permit #LS17-05 Soil/Erosion Control Fee 32230 - Building Permits			\$ 519.00
			100 Genl Fd.A. Rec:32000 Licenses & Permit #LS17-05 License/Lead Lookup Fee 32230 - Building Permits			\$ 5.00
TOTAL						\$ 1,676.89
Bill Pmt -Check	11/30/2017	6330	Magnuson Law Firm		100 - Checking - 4M Fund/US Bank	
Bill	11/30/2017	10252017PROS	100 Genl Fd.B. Disb:41000 Genl Govt: Prosecution		41910 - Legal Fees	\$ 627.68
Bill	11/30/2017	10252017GENER	100 Genl Fd.B. Disb:41000 Genl Govt: CITY COUNCIL MEETINGS 6/8/16 - 7/26		41910 - Legal Fees	\$ 168.75
Bill			100 Genl Fd.B. Disb:41000 Genl Govt: LEGAL SERVICES 6/8/16 - 7/26/17		41910 - Legal Fees	\$ 1,612.50
TOTAL						\$ 2,408.93
Bill Pmt -Check	11/30/2017	6331	League of MN Cities Insurance Trust Lakeland Shores Property & Casualty I		100 - Checking - 4M Fund/US Bank	
TOTAL Bill	11/30/2017	10262017	100 Genl Fd.B. Disb:48000 Insurance:4 Property & Casualty Insurance 10/6/17 - 148115 - General Liability			\$ 1,957.00
						\$ 1,957.00
Bill Pmt -Check	12/07/2017	6332	City of LSCB (Rent)	Monthly Rent of City Hall	100 - Checking - 4M Fund/US Bank	
TOTAL Bill	12/07/2017	DEC2017	100 Genl Fd.B. Disb:41000 Genl Govt: Monthly Rent of City Hall - Dec 2017		41905 - City Hall Rent	\$ 100.00
						\$ 100.00
Bill Pmt -Check	12/07/2017	6333	Fixmer, Don (Videographer)	Video CC	100 - Checking - 4M Fund/US Bank	
TOTAL Bill	12/07/2017	Dec2017	300 LT Imp Fund:45150 Cable Comm (videographer service monthly charge		45157 - Video Services, Equip	\$ 75.00
						\$ 75.00
Bill Pmt -Check	12/07/2017	6334	LSCFPD (Fire Hall Debt Serv)	Debt Service Levy for Fire Hall Remode 500 - Fire Station Debt Serv Fd - 4M		
TOTAL Bill	12/07/2017	DEBTLEVY17	500 FD Debt Service Fund:68500 FD C.2016 Debt Service Levy for Fire Hall Rem 68500 - FD Debt Service Expense			\$ 4,747.00
						\$ 4,747.00
Paycheck	11/30/2017	20000	Bischoff, John F	Direct Deposit	100 - Checking - 4M Fund/US Bank	
			100 Genl Fd.B. Disb:41000 Genl Govt: Direct Deposit		181 - Wages - Mayor & Council	\$ 185.00
			Direct Deposit		2140 - PERA Payable - Council	\$ (9.25)
			100 Genl Fd.B. Disb:41000 Genl Govt: Direct Deposit		194 - PERA - Employer Paid (Cour	\$ 9.25
			Direct Deposit		2140 - PERA Payable - Council	\$ (9.25)
			100 Genl Fd.B. Disb:41000 Genl Govt: Direct Deposit		192 - Medicare Company	\$ 2.68
			Direct Deposit		2103 - Payroll - Fed Medicare	\$ (2.68)
			Direct Deposit		2103 - Payroll - Fed Medicare	\$ (2.68)
			Direct Deposit		2110 - Direct Deposit Liabilities	\$ (173.07)
TOTAL						\$ -

Type	Date	Check Number Invoice Number	Name	Memo	Account	Paid Amount	
Paycheck	11/30/2017	20001	Kopesky, Randy J	Direct Deposit	100 · Checking - 4M Fund/US Bank		
					181 · Wages - Mayor & Council	\$ 185.00	
					2140 · PERA Payable - Council	\$ (9.25)	
					194 · PERA - Employer Paid (Cour	\$ 9.25	
					2140 · PERA Payable - Council	\$ (9.25)	
					192 · Medicare Company	\$ 2.68	
					2103 · Payroll - Fed Medicare	\$ (2.68)	
TOTAL					2103 · Payroll - Fed Medicare	\$ (2.68)	
					2103 · Payroll - Fed Medicare	\$ (2.68)	
					2110 · Direct Deposit Liabilities	\$ (173.07)	
						\$ -	
Paycheck	11/30/2017	20002	Schroeder, Timothy A	Direct Deposit	100 · Checking - 4M Fund/US Bank		
					181 · Wages - Mayor & Council	\$ 185.00	
					194 · PERA - Employer Paid (Cour	\$ (9.25)	
					2140 · PERA Payable - Council	\$ 9.25	
					2140 · PERA Payable - Council	\$ (9.25)	
					192 · Medicare Company	\$ 2.68	
					2103 · Payroll - Fed Medicare	\$ (2.68)	
TOTAL					2103 · Payroll - Fed Medicare	\$ (2.68)	
					2103 · Payroll - Fed Medicare	\$ (2.68)	
					2110 · Direct Deposit Liabilities	\$ (173.07)	
						\$ -	
Paycheck	11/30/2017	20003	Wilson, Thomas R	Direct Deposit	100 · Checking - 4M Fund/US Bank		
					181 · Wages - Mayor & Council	\$ 185.00	
					2140 · PERA Payable - Council	\$ (9.25)	
					194 · PERA - Employer Paid (Cour	\$ 9.25	
					2140 · PERA Payable - Council	\$ (9.25)	
					192 · Medicare Company	\$ 2.68	
					2103 · Payroll - Fed Medicare	\$ (2.68)	
TOTAL					2103 · Payroll - Fed Medicare	\$ (2.68)	
					2103 · Payroll - Fed Medicare	\$ (2.68)	
					2110 · Direct Deposit Liabilities	\$ (173.07)	
						\$ -	
Liability Check	11/29/2017	40000	QuickBooks Payroll Service	Created by Payroll Service on 11/20/20	100 · Checking - 4M Fund/US Bank		
				Fee for 4 direct deposit(s) at \$1.75 each	41425 · Office Supplies & Postage	\$ 7.00	
				QuickBooks Payroll Service	Created by Payroll Service on 11/20/2017	2110 · Direct Deposit Liabilities	\$ 692.28
TOTAL						\$ 699.28	
Liability Check	11/20/2017	40001	Internal Revenue Service	VOID:	100 · Checking - 4M Fund/US Bank	\$ -	
Liability Check	11/30/2017	40002	PERA (Staff & Council)	300900	100 · Checking - 4M Fund/US Bank		
TOTAL					300900	2140 · PERA Payable - Council	\$ 37.00
					300900	2140 · PERA Payable - Council	\$ 37.00
						\$ 74.00	
Bill Pmt -Check	11/30/2017	60000	Kim Points {DD} (1099 Vendor)	City Clerk - Nov 2017	100 · Checking - 4M Fund/US Bank		
TOTAL Bill	11/30/2017	NOV2017	100 Genl Fd.B. Disb:41000 Genl Govt:	Standard monthly City Clerk services	41401 · City Clerk - Contract	\$ 1,000.00	
						\$ 1,000.00	
Bill Pmt -Check	11/30/2017	60001	Judy Tetzlaff - {DD} Treasurer	TREASURER MONTHLY FEE - NOV 20	100 · Checking - 4M Fund/US Bank		
TOTAL Bill	11/30/2017	Nov 2017	100 Genl Fd.B. Disb:41000 Genl Govt:	TREASURER MONTHLY FEE - NOV 20	41420 · Treasurer Services	\$ 400.00	
						\$ 400.00	
Check	11/29/2017	60002	QuickBooks Payroll Service	Created by Direct Deposit Service on 1	100 · Checking - 4M Fund/US Bank		
TOTAL					Fee for 2 direct deposit(s) at \$1.75 each	41425 · Office Supplies & Postage	\$ 3.50
						\$ 3.50	

Type	Date	Check Number Invoice Number	Name	Memo	Account	Paid Amount
Bill Pmt -Check	11/30/2017	60003	Xcel Energy (51-6971717-9) EFT	Street Lighting Service (9 lights) AUTC 100	Checking - 4M Fund/US Bank	
TOTAL Bill	11/30/2017	5169717179.5683	100 Genl Fd:B. Disb:43100 Streets & D Street lighting		43160 - Street Lighting	\$ 79.17
						\$ 79.17
Bill Pmt -Check	11/30/2017	60004	AT&T (651 436 1789) EFT	Account # 287268193497, Phone #651-4 100	Checking - 4M Fund/US Bank	
TOTAL Bill	11/30/2017	287268193497X1	100 Genl Fd:B. Disb:41000 Genl Govt: City Phone Acct # 287268193497	Phone : 41901	Office Communications	\$ 76.02
						\$ 76.02
GRAND TOTAL						\$ 16,068.20

TREASURER AGREEMENT

THIS TREASURER AGREEMENT (“Agreement”) is entered into this 2nd day of November, 2017, by and between the **City of Lakeland Shores**, a Minnesota municipal corporation (“City”) and **Judy Tetzlaff** (“Treasurer”).

RECITALS

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

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

NOW, THEREFORE, City and Treasurer agree as follows:

AGREEMENT

1. **General.** Upon the terms and conditions set forth in this Agreement, City hereby contracts with the Treasurer to perform certain duties to be mutually agreed upon by the Treasurer and the City Council.
2. **Term of Agreement.** The term of this Agreement shall begin October 16, 2017 and may be terminated by either the City or Treasurer as provided in Paragraph 3.
3. **Termination of Agreement.** This Agreement may be terminated at any time upon the mutual Agreement of the City and the Treasurer. This Agreement may be terminated by the City for any reason by providing a 90 day advance written notice to the Treasurer. In the event of any wrongful conduct by the Treasurer, the City may terminate this Agreement by written notice to the Treasurer. This Agreement may be terminated by the Treasurer for any reason by providing a 90 day advance written notice to the City.
4. **Duties.** The duties of the Treasurer shall include preparation of monthly financial reports including Claims to be Approved, monthly escrow and permit fee accounting and reports, monthly, quarterly and annual payroll taxes, benefit plan reporting, preparation of insurance applications and claims processing, Charitable Gaming accounting and reporting, on-call for accounting questions, annual budget and levy including the Street Improvement Plan, deposit and processing of all monies received, processing of all invoices including assignment of account and fund classification and preparation of check and invoice packets in “signature and mail ready form”, mailing of checks, processing of monthly payroll for staff and Council, internal control monitoring including review of physical checks for two signatures, cash flow management, fund transfers and monthly bank reconciliations.

5. **Assignment.** This Agreement is a contract for personal services and therefore this Agreement may not be transferred or assigned to another person or entity without the written approval of the City.
6. **Schedule.** The Treasurer's normal work schedule will be determined by the Treasurer following consultation with the Mayor and Council. Treasurer attendance at City Council meetings will not be required. Travel to and from Lakeland Shores to pick up or return documents will not be counted as time worked.
7. **Compensation and Benefits.** In consideration of the performance of the duties required by this Agreement, the Treasurer will be paid a monthly rate of \$400 per month. Treasurer will provide the computer hardware, and shall be reimbursed for supplies including payroll forms, envelopes, paper, postage, etc. The Treasurer's compensation shall not be subject to FICA, PERA, and Medicare deduction. The position of Treasurer is an Independent Contractor position, and shall not be eligible for cash overtime or compensatory time in lieu of overtime. In recognition of the fact that the Treasurer is an Independent Contractor, the Treasurer shall not be eligible nor shall receive any fringe benefits from the City. Therefore, by way of example and without limitation, the Treasurer shall not be eligible for group insurance benefits, workers' compensation, paid holidays, vacation, sick leave, severance, or city retirement benefits.
8. **Indemnification.** The City shall defend and indemnify Treasurer pursuant to Minn. Stat. 466.07 and 467.76. In addition, the City shall defend, hold harmless, and indemnify Treasurer from all torts; civil damages; penalties and fines; violation of statutes, laws, rules, and ordinances, provided the Treasurer acts only in the good faith performance of the duties of the position.

9. **General provisions.**

- a. All notices, requests and demands given to or made pursuant to this Agreement shall be in writing and personally delivered or mailed, postage prepaid, as follows:

To City:

Honorable Mayor and City Council
City of Lakeland Shores
PO Box 246
Lakeland Shores, MN 55043-0246

To the Treasurer:

Judy Tetzlaff
6767 21st Ave S
Lino Lakes, MN 55038

- b. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties. This Agreement can only be modified by written Agreement of both parties. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. If the parties disagree upon the interpretation of the Agreement, and cannot resolve their differences in good faith, the parties agree to request nonbinding mediation from the Minnesota Bureau of Mediation Services. Each party will be responsible for its own attorney's fees, and the parties will split equally any other mediation fees.
- c. **Legality.** The parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify such provision to make it valid and enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable. No payment may be made under this Agreement in excess of the maximum amount permitted by law.

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

CITY OF LAKELAND SHORES

By: _____
Brian Zeller
Mayor

By: _____
Kim Points
City Clerk

TREASURER

By: _____
Judy Tetzlaff

RESOLUTION NO. 2017-12-01

**CITY OF LAKELAND SHORES
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION APPROVING THE AUTHORIZED BANK
SIGNERS FOR CITY OF LAKELAND SHORES**

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LAKELAND SHORES that the following City representatives are hereby designated to be the Authorized Bank Signers for the City of Lakeland Shores account effective December 7, 2017.

- | | | |
|----|---------------|---------------------|
| 1. | Brian Zeller | Mayor |
| 2. | John Bischoff | Deputy Mayor |
| 3. | Randy Kopesky | City Council Member |
| 4. | Judy Tetzlaff | Treasurer |

Passed and adopted by the City Council of the City of Lakeland shores this seventh day of December, 2017.

Brian Zeller, Mayor

ATTEST:

City Clerk

City of Lakeland Shores

Resolution No. 2017-12-02 Adopting Proposed Budgets and Proposed Property Tax Levies – Year 2018

Be it resolved by the Council of the City of Lakeland Shores, County of Washington, Minnesota, that the following sums of money be budgeted for the year 2018 and levied in the current year for collection in 2018, upon taxable property in the City of Lakeland Shores, for the purposes:

Final General Fund & Street Improvement Budget	\$147,664
Final Debt Service Fund Budget: Fire Station Expansion/Remodel:	\$4,814
Proposed Fire Relief Association Budget:	\$300
Total Final Budget	\$152,778

Final General Fund & Street Improvement Certified Levy	\$143,419
Final Debt Service Fund Certified Levy: Fire Station Expansion/Remodel:	\$4,814
Proposed Fire Relief Association Levy:	\$300
Total Final Certified Levy	\$148,533

The Treasurer is hereby instructed to submit these amounts on the appropriate forms to the County Auditor of Washington, Minnesota.

Adopted by the City Council on December 7, 2017.

Brian Zeller, Mayor

Attest _____
City Clerk

Mayor Brian Zeller -
Council Member Kopesky -
Council Member Bischoff -
Council Member Schroeder -
Council Member Wilson -

RESOLUTION 2017- 12 - 03

A RESOLUTION DESIGNATING PRECINCT POLLING LOCATIONS FOR THE 2018 ELECTIONS IN THE CITY OF HUGO, WASHINGTON COUNTY, MINNESOTA

WHEREAS, there was a change made during the 2017 legislative session to State Statute 204.16 which discusses polling place designations; and,

WHEREAS, state law now requires municipalities to designate precinct polling places for all elections for the year by December 31 of the prior year; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lakeland Shores hereby designates precinct polling location for 2018 as follows:

Precinct 1 – Embrace Church, 16600 7th St S, Lakeland, MN 55043

ADOPTED by the Lakeland Shores City Council this 7th day of December, 2017.

Brian Zeller, Mayor

ATTEST:

Interim City Clerk

DRAFT

**AGREEMENT TO ESTABLISH A JOINT POWERS BOARD (JPB)
TO PROVIDE RECYCLING SERVICES**

AGREEMENT is made this ___ day of _____, 2017 by and among the Cities of Lake Saint Croix Beach, Lakeland, Lakeland Shores, and _____ (hereinafter individually referred to as a "City" and collectively referred to as the "Cities") to establish a Joint Powers Board (JPB).

1. AUTHORITY.

This Agreement is entered into pursuant to Minnesota Statute § 471.59.

2. PURPOSE.

The purpose of the JPB is to provide recycling services for the Cities. "Recycling" shall have the meaning set forth in MN Stat. 115A.03, Subd. 25B. "Recycling services" shall include contracted services associated with the collection, transportation, and processing of recyclables in accordance with the Washington County Solid Waste Master Plan and applicable state statutes.

3. GOVERNANCE

- A. Each city shall appoint one representative to the JPB. The representative shall serve at the will of the appointing city.
- B. The JPB shall meet at least semi-annually to conduct the business of the Board. In-person attendance of three city representatives shall constitute a quorum to conduct business of the Board.
- C. Meetings of the JPB shall be conducted in accordance with MN Stat. 13D.

4. RECYCLING SERVICE.

An employee of the City of Lakeland shall perform the contract administration services of the recycling program (the "Program") for itself and for the Cities of Lake Saint Croix Beach, Lakeland Shores, and Saint Mary's Point. The basic contract administration services include but are not limited to:

- A. Receiving invoices relating to the Recycling Contract with the recycling contractor for the Cities' recycling program and reviewing same for form and correctness.
- B. Notifying the recycling contractor of irregularities in the invoice and providing corrections.
- C. Notifying the Cities of their financial obligations under the contract and requesting payment of same.

-
- D. Receiving payment from the cities and properly accounting for and managing those funds to the benefit of the cities, and dispersing the funds as required by the contractual obligations for recycling services provided to the cities.
 - E. Submitting proper remittance to the recycling contractor for recycling services.

If the cities of Lake Saint Croix Beach, Lakeland Shores, and Saint Mary's Point desire additional services outside of the scope of the basic services of the Program, the City may enter into a separate agreement with Lakeland concerning those services.

5. FINANCE.

- A. The Cities of Lake Saint Croix Beach, Lakeland Shores, and Saint Mary's Point shall pay the City of Lakeland to operate the Program. The amount of payment shall be one quarter (1/4) of the full cost of three (3) hours per month of the City of Lakeland's employee who performs the contract administration services of the Program. Payment shall be made on or before July 1 of each year this Agreement is in effect, beginning July 1, 2018.
- B. The City of Lakeland shall act as fiscal agent and shall maintain a separate fund for the purpose of operating the Program. The City of Lakeland is authorized to pay claims required for the Recycling Service.
- C. The City of Lakeland shall purchase equipment and supplies authorized by the Board for the Program through procedures that are most beneficial to the Program. Contracts let and purchases made under this Agreement shall conform to statutory requirements applicable to the Cities.

6. CONTRIBUTIONS OF FACILITIES BY CITIES.

- A. Each City shall determine which of its Public Resources, such as meeting rooms, will be available to the Program for events or activities such as recycling education activities, recycling bin storage or other events or activities associated with the recycling program.
- B. Each City shall maintain public liability insurance coverage on the Public Resources made available for the Program.

7. PERSONNEL.

The City of Lakeland shall establish standards and qualifications for its personnel. Recycling Services personnel shall be deemed employees of the City of Lakeland, with no employee, employer relationship with the other member Cities.

8. INSURANCE AND INDEMNIFICATION

- A. General Liability Insurance. Each individual City agrees to maintain in force comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466.04. If any City is notified that its insurance is cancelled, it will immediately notify the other Cities in writing. If any City is unable to

obtain or keep in force at least the minimum coverage required by this paragraph, any City may withdraw from this Agreement after giving the other member Cities at least thirty (30) days written notice of its intent to withdraw.

- B. Indemnification. The Cities agree to indemnify and hold harmless each other and each other's respective employees, trustees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Accordingly, on demand, the indemnifying party agrees to reimburse the indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party that results from the indemnifying party's breach of any provision of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Under no circumstances, however, shall a City be required to pay on behalf of itself and other parties to this Agreement any amounts in excess of the limits of liability established in Minn. Stat. § 466.04. The limits of liability for some or all of the Cities shall not be added together to determine the maximum amount of liability for any one City.

9. DURATION.

- A. Any City may withdraw from this Agreement at the termination of a contract for recycling services. Written notice of termination must be given to the other Cities at least one hundred twenty (120) days prior thereto.
- B. In the event of written notification to withdraw, the remaining Cities shall meet to consider modifying the Agreement to continue without the withdrawing City or to terminate. In the event of termination, all surplus funds shall be distributed to the Cities in proportion to the amount contributed over the lifetime of the Agreement, in relation to all contributions made by the Cities. Property obtained under this Agreement shall be distributed to the Cities in the same manner. If the remaining Cities continue this Agreement, the withdrawing City shall be given a portion of the surplus funds and property in proportion to the amount contributed by the City over the lifetime of the Agreement, in relation to all contributions made by the Cities.

10. PRIOR AGREEMENTS SUPERSEDED.

This Agreement supersedes and repeals all prior agreements among the Cities related to the recycling service.

IN WITNESS WHEREOF, the Cities hereto have caused this Agreement to be executed by their respective duly authorized officers.

Dated: _____

CITY OF LAKE SAINT CROIX BEACH

BY: _____
Mayor

AND _____
Clerk

Dated: _____

CITY OF LAKELAND

BY: _____
Mayor

AND _____
Clerk

Dated _____

CITY OF LAKELAND SHORES

BY: _____
Mayor

AND _____
Clerk

Dated _____

CITY OF SAINT MARY'S POINT

BY: _____
Mayor

AND _____
Clerk

Advanced Disposal	\$5.24	\$5.37	\$5.51	\$5.64	\$5.78	\$330.48
Highland Sanitation*	\$3.69	\$3.88	\$4.07	\$4.27	\$4.49	\$244.80
Maroney's Sanitation	\$7.09	\$7.26	\$7.45	\$7.63	\$7.82	\$447.00
Republic Services	\$7.05	\$7.26	\$7.48	\$7.70	\$7.93	\$449.04
Waste Management of Wisconsin	\$6.30	\$6.36	\$6.49	\$6.62	\$6.69	\$389.52

Current Price:

- Lake Saint Croix Beach
- Lakeland
- Lakeland Shores
- Saint Mary's Point

d.u.: Dwelling Unit

EOW: Every Other Week

Advanced Disposal	\$2.94	\$3.01	\$3.09	\$3.17	\$3.25	\$185.52
Highland Sanitation*	\$3.49	\$3.67	\$3.85	\$4.04	\$4.24	\$231.48
Maroney's Sanitation	\$3.75	\$3.84	\$3.94	\$4.04	\$4.14	<u>\$236.52</u>
Republic Services	\$4.75	\$4.89	\$5.04	\$5.19	\$5.35	\$302.64
Waste Managment of Wisconsin	\$3.79	\$3.83	\$3.91	\$3.99	\$4.03	\$234.60

Current Prices

Lake Saint Croix Beach	\$4.30	(Waste Management)
Lakeland	\$3.78	(Maroney's)
Lakeland Shores	\$3.78	(Maroney's)
Saint Mary's Point	\$3.13	(Waste Management)

d.u.: Dwelling Unit
 EOW: Every Other Week

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 7th day of December, 2017, by and between the **CITY OF LAKELAND SHORES**, a Minnesota municipal corporation (Lakeland Shores) and Mr. Mark Nagel (“**CONSULTANT**”).

Recitals

- A. Lakeland Shores is a Minnesota municipal corporation with its address noted as City of Lakeland Shores, PO Box 246, Lakeland, Minnesota 55043.
- B. **CONTRACTOR** desires to assist **LAKELAND SHORES** as an independent contractor in providing professional consulting services to **LAKELAND SHORES** clients and **LAKELAND SHORES** desires to retain **CONTRACTOR** upon the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein and the mutual obligations set forth below, **LAKELAND SHORES** and **CONSULTANT** hereby agree as follows:

Agreement

1. Performance by CONSULTANT

LAKELAND SHORES engages **CONSULTANT** to furnish the services described in the Statement of Work attached to this Agreement, and incorporated herein by reference as **Exhibit A** and **CONSULTANT** agrees to provide Comprehensive Plan Update services (the “Services”) specified in the Statement of Work. **CONSULTANT** will principally manage the completion of the Services in the Scope of Work.

2. Payment for Services

a. *Fees.* **LAKELAND SHORES** agrees to pay **CONSULTANT** for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.

b. *Out-of-Pocket Expenses.* Except as agreed by **LAKELAND SHORES**, **CONSULTANT** shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of **LAKELAND SHORES**.

c. *Invoices.* **CONSULTANT** shall invoice **LAKELAND SHORES** monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.

d. *Miscellaneous.* **CONSULTANT** agrees to execute such affidavits and receipts as **LAKELAND SHORES** shall request in order to acknowledge payment by **LAKELAND**

SHORES. CONSULTANT acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.

3. Independent Contractors

CONSULTANT and LAKELAND SHORES are independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. LAKELAND SHORES shall have no right to direct or control CONSULTANT with respect to CONSULTANT'S activities hereunder. CONSULTANT acknowledges, understands and agrees:

a. CONSULTANT will not be treated as an employee of LAKELAND SHORES for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax withholding and applicable state laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and state income tax withholding;

b. CONSULTANT will not qualify for any employee benefits that LAKELAND SHORES may now or hereafter provide to its employees including, without limitation, insurance, vacations, pension and profit sharing benefits, employee bonus programs, and the like; and

c. Information returns will be filed with appropriate federal and state taxing authorities indicating CONSULTANT'S status as self-employed.

4. Business of Contractor

The CONSULTANT represents and warrants to LAKELAND SHORES that it is engaged in the business of providing Comprehensive Plan services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out such business and to perform the services specified in this Agreement. Notwithstanding any due diligence performed by LAKELAND SHORES with respect to the subject matter of these representations, CONSULTANT shall indemnify and hold LAKELAND SHORES, Council members, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

5. Employees of Contractor

CONSULTANT shall be solely responsible for paying its employees. CONSULTANT shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the CONSULTANT and its employees, servants and agents.

6. Obligations of CONSULTANT

a. *Scope of Services.* CONSULTANT is required to perform the work as detailed in the Statement of Work.

b. *Invoices.* CONSULTANT is required to invoice LAKELAND SHORES as provided in the Rate Schedule for all work performed in accordance with the Statement of Work.

7. Obligations of LAKELAND SHORES

LAKELAND SHORES agrees to make available to CONSULTANT, upon reasonable notice, such information, data and documentation required by CONTRACTOR to complete the Services.

8. Termination

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for two years from date of contract. Both parties retain the ability to extend the contract for one additional year.

b. *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement upon thirty (30) days notice for any reason.

c. *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, CONSULTANT shall promptly return to LAKELAND SHORES all copies of files, documentation, related material and any other material that is owned by LAKELAND SHORES.

9. Limitation of Liability

In no event shall LAKELAND SHORES be liable to CONSULTANT for the payment of any consequential, indirect, or special damages, including lost profits. CONSULTANT acknowledges it is an independent CONTRACTOR and accepts the risks and rewards of contracting with LAKELAND SHORES.

10. Indemnity and Warranty

CONSULTANT shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. CONSULTANT shall indemnify and hold LAKELAND SHORES, its Council members, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorneys' fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this Section, arising from the provision of services by CONSULTANT, its agents or employees

11. Miscellaneous

a. *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Minnesota.

b. *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand, U.S. mail or facsimile.

c. *Waiver.* No waiver by LAKELAND SHORES of any breach by CONSULTANT of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

d. *Entire Agreement.* This Agreement, including any exhibits, constitutes the entire agreement between CONSULTANT and LAKELAND SHORES.

e. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

f. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

LAKELAND SHORES:

CONSULTANT:

CITY OF LAKELAND SHORES

By:

Its: Mayor

By:

ATTEST

By:

Its: City Clerk

EXHIBIT A
STATEMENT OF WORK

Work Activity	Description of Work
Comprehensive Plan Update	Consultant shall coordinate and manage all City required Comprehensive Plan Updates.
Update of GIS maps	Consultant shall provide any required update of GIS Maps.
Conduct Public Hearing	Consultant shall conduct public hearing/open house for the public participation in the Comprehensive Plan Updates.
Preparation of transmittal to the Metropolitan Council	Consultant shall prepare document and transmit document to the Metropolitan Council per deadline
Research Review Existing Documents and Ordinance	Consultant shall conduct any required research on existing documents and established City ordinances
Provide and recommend any updated Ordinances required to ensure consistency with the updated plan	Consultant shall provide to City any recommended ordinance revisions required to be adopted by the City to ensure consistency with the updated Comprehensive Plan
Metropolitan Council comments/revisions	Consultant shall work on any required comments or revisions per the Metropolitan Council
Provide Final Document	Consultant shall provide to the City the final approved Plan in an electronic word document and one final approved Plan hard copy.

EXHIBIT B

RATE SCHEDULE

Consultant shall be paid an hourly rate of \$35.00. Consultant shall engage all subcontractors necessary to complete Comprehensive Plan updates. Payment of subcontractors shall be made directly by Consultant and Consultant shall not be entitled to apply for any additional compensation from City.

Invoices will be submitted monthly by Consultant directly to the City of Lakeland Shores.

**Animal Humane Society
and
City of Lakeland Shores, MN**

**Letter of Understanding for Impound Housing Services
2018**

1. Animal Humane Society (AHS) agrees to provide the following services:
 - a. Housing for stray or abandoned animals that are retrieved or legally seized by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. Housing includes kennel space, daily cleaning, food and water.
 - b. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded during regular business hours.
 - c. Euthanasia services as deemed necessary by an AHS veterinarian. These services may be provided at the end of the legally required holding period or in the case of a medical situation that requires immediate euthanasia.
 - d. Adoption services as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
 - e. Euthanasia services and body disposal as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
 - f. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
 - g. Hold animal for the legally required stray holding period: 5 days in MN, 4 Days in WI if a live release, 7 days in WI if euthanized or until reclaimed by owner within this holding period.
 - h. AHS will follow internal policy and best practice for unclaimed animals. **The City of Lakeland Shores** may request and view AHS policies at any time.

2. AHS expectations:
 - a. AHS is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the animal control officer or community service officer prior to leaving the animals at the AHS facility when veterinary staff members are not on duty.
 - b. AHS has the sole authority to disposition all animals that have not been reclaimed upon the expiration of the legally designated holding period.

- c. AHS will not accept feral cats seized under municipal authority by your municipality's CSO or ACO.
- d. AHS is not responsible for collecting any fees from an owner for a municipality.

3. **The City of Lakeland Shores** agrees to:

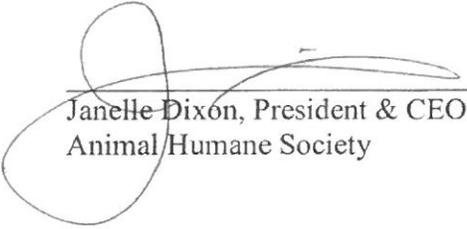
- a. Adhere to the drop off procedure set forth by AHS including animal housing at the shelter and paperwork. Drop off procedures and paperwork training for community service or animal control officers will be provided.
- b. Adhere to state laws and local ordinances that apply to the handling of stray or abandoned animals and the seizure and return of animals to their owners.
- c. Direct citizens where to take stray animals when not receiving permission for impoundment at AHS.
- d. Seek care for injured or sick animals prior to drop off in the event that it is after hours and/or AHS veterinary staff is not on duty.
- e. Pay the designated fees for each animal cared for from your municipality. AHS will charge a standard stray holding fee of \$146 per canine or feline and a \$44 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner. AHS will charge a \$10 administrative/processing fee to the municipality for each animal reclaimed by its owner in place of the stray holding fee. In these instances AHS will charge the owner reclaim fees. Fees for animals seized by the municipality (such as rabies quarantine) may vary due to the differing nature of their holding periods and services required.
- f. Adhere to AHS policy and best practice for unclaimed animals. **The City of Lakeland Shores** may request and view AHS policies at any time.
- g. Adhere to building access rules and ensure that the service access door is closed and locked after use in an after hours drop off.
- h. Ensure that the municipality's CSO/ACO uses his/her discretion in the field as to whether or not to impound an animal. AHS is not responsible for those decisions.
- i. Be available to members of your community to resolve their concerns related to the actions of your ACO/CSO officers and your municipality's procedures, policies and requirements.
- j. Release AHS from all liability of claims resulting from or related to providing impound housing services. **The City of Lakeland Shores** accepts responsibility for the CSO/ACO while in the course of impounding animals at AHS.

4. Administration

- a. AHS will bill the municipality at the end of each quarter on a fiscal calendar year. Billing will be mailed in the first month following the end of the quarter. Payment is expected within 30 days of receipt of billing.
- b. AHS will assign a contact person who should be contacted in the event of any problems, concerns or to receive feedback regarding the program.
- c. Any billing disputes must be raised within 10 days of receipt of billing.

This agreement is based on a one year commitment, which is renewed annually from the date your administrator signs the agreement below. The agreement can be ended at anytime by either party with a 30 day notice.

This agreement is entered into on the ____ day of _____, 2018 by



Janelle Dixon, President & CEO
Animal Humane Society

Signed on behalf of Municipal Authority

Printed Name and Title