



CITY OF SPRING PARK
CITY COUNCIL AGENDA
JANUARY 3, 2017 – 7:30 PM
SPRING PARK CITY HALL

1. CALL TO ORDER
2. OATHS OF OFFICE
 - a. Jerry Rockvam, Mayor / Catherine Kane Palen, Council / Megan Pavot, Council
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. ADOPT AGENDA
6. ADOPT CONSENT AGENDA
 - a. Regular City Council Meeting Minutes from December 19, 2016
7. PUBLIC FORUM*
8. PRESENTATIONS & GUEST SPEAKERS
9. PUBLIC HEARINGS
10. PETITIONS, REQUESTS, & APPLICATIONS
11. ORDINANCES & RESOLUTIONS
 - a. Resolution 17-01: Naming Official Depositories
 - b. Resolution 17-02: Establishing Order of Business
 - c. Resolution 17-03: Appointments
 - d. Resolution 17-04: Dates of Meetings, Holidays, & Business Hours
12. REPORTS OF OFFICERS AND COMMITTEES
 - a. Mayor & Council
 - b. City Staff
 - c. City Planner
 - d. City Engineer
 - i. Agreement for Comprehensive Plan Services
 - e. City Attorney
13. NEW BUSINESS & COMMUNICATIONS
14. CLAIMS FOR PAYMENT
15. UPCOMING MEETINGS & TRAINING
 - a. January 10 – Administration Committee – 12:00 PM
 - b. January 11 – LMCD – 7:00 PM
 - c. January 11 – Planning Commission – 7:00 PM
 - d. January 17 – City Council – TBD
16. MISCELLANEOUS (INFORMATION ONLY)
 - a. MFD Press Release
17. ADJOURNMENT



CITY OF SPRING PARK
CITY COUNCIL MINUTES
DECEMBER 19, 2016 – 7:30 PM
SPRING PARK CITY HALL

1. **CALL TO ORDER** - The meeting was called to order by Mayor Williamson at 7:36 p.m.

2. **ROLL CALL**

Council Members Present: Bruce Williamson, Mayor; Shirley Bren; Gary Hughes; and Megan Pavot.

Council Members Absent: Pamela Horton

Staff Present: Dan Tolsma, City Administrator; Al Brixius, City Planner; Nancy Beck, City Attorney; and Theresa Schyma, City Clerk.

Others Present: Catherine Kane Palen, Council Member-Elect; Jerry Rockvam, Mayor-Elect; and Michael Mason, resident.

3. **INTRODUCTIONS** - Mayor Williamson introduced the City Council and staff to the public.

4. **PLEDGE OF ALLEGIANCE** - Mayor Williamson led the audience in the Pledge of Allegiance.

5. **ADOPT AGENDA** - Mayor Williamson announced that Items #11d-1 and #11d-2 would be moved to immediately follow Item #9a.

M/Hughes, S/Bren to adopt the agenda as amended.

Motion carried 4-0.

6. **ADOPT CONSENT AGENDA**

- a. City Council Regular Meeting Minutes from December 5, 2016
- b. Draft Planning Commission Meeting Minutes from December 14, 2016

M/Bren, S/Pavot to approve the Consent Agenda.

Motion carried 4-0.

7. **PUBLIC FORUM** – None.

8. **PRESENTATIONS & GUEST SPEAKERS** – None.

9. **PETITIONS, REQUESTS & APPLICATIONS**

a. Back Channel Brewery & Taproom

1. Conditional Use Permit (Resolution 16-22) – City Planner Brixius provided a summary report of the application, site plan review and planning report for Back Channel Brewing Collective, 4787 Shoreline Drive. He further discussed the proposed resolution including changes that were recommended by the Planning Commission after conducting the public hearing at the Planning Commission Meeting on December 14, 2016.

Council Member Hughes questioned the outdoor lighting and noise concerns.

Matt Olson, CFO and Head Brewer of Back Channel Brewery, responded that the parking lot lights are already down-lit and should not pose a problem for surrounding residential properties.

Josh Leddy, CEO and Brewer of Back Channel Brewery, responded that there is not enough space to hold large concerts at this site and the music in the building will be on small speakers where the volume can be adjusted at any time. Furthermore, the main goal of his business is to educate customers about the brewery and its products which is difficult to do with loud music. There might be the potential in the future for one or two special events but they realize they would need to apply for a permit in those cases.

Council Member-Elect Palen, 4352 West Arm Road and Planning Commission Member, discussed the Planning Commission recommendations and discussion that occurred during the meeting on December 14.

M/Hughes, S/Bren that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 16-22

RESOLUTION ADOPTING A CONDITIONAL USE PERMIT FOR A BREWERY TAPROOM LOCATED AT 4787 SUNSET DRIVE WITHIN THE CITY OF SPRING PARK

Motion carried 4-0. This resolution appears as Resolution No. 16-22.

b. Contract for Services – Comprehensive Plan (Former Item #11d-1) – Mayor Williamson discussed the proposed contract for planning services relating to updating the Comprehensive Plan.

City Attorney Beck stated that she reviewed the contract and approved of its contents.

M/Bren, S/Pavot to approve the agreement for professional planning services regarding the Comprehensive Plan Update.

Motion carried 4-0.

c. Comprehensive Plan Committee (Former Item #11d-2) – City Planner Brixius discussed his recommendations for assembling a Comprehensive Plan Committee. He strongly recommends that the committee is no more than 10 people, that the Planning Commission is the foundation group, and to use the Planning Commission Meetings as the regular time to discuss the Comprehensive

Plan. He asked the Council for direction regarding committee composition, advertising and recruitment.

Mayor Williamson stated that both the Council and Planning Commission will have changes in membership to start 2017 so the details regarding committee composition and recruitment should be delayed. He noted past processes have included soliciting for interested representatives in the paper and newsletter.

Council Member-Elect Palen asked about the time commitment for volunteers.

City Planner Brixius responded that the time commitment is the main reason why he would like to see the Planning Commission as the base of the committee. He would try to limit the number of nights and length of meetings by adding the Comprehensive Plan discussion after the regular Planning Commission Meetings. He further stated that he believes there will not be many substantial changes in the Comprehensive Plan so that should keep things moving swiftly.

Council Member Hughes stated that during the last Comprehensive Plan update there was a mixed group of residents and business owners.

Mayor-Elect Rockvam stated that City Planner Brixius has done a great job with past Comprehensive Plan updates and he would like to see him take the lead on this process. He further agreed with the suggestion of including large business owners on the committee for their input.

City Planner Brixius stated that staff would take the suggestions from tonight and bring it to the new Council in January.

10. ORDINANCES & RESOLUTIONS

a. Resolution 16-20: 2017 Property Tax Levy – Mayor Williamson provided a summary report on the proposed 2017 Property Tax Levy and the two options that were presented to Council for a 1.9% increase in the amount of \$1,027,143 or a 0.9% increase in the amount of \$1,017,063.

Council Member Hughes stated his concern with reducing the preliminary levy due to upcoming projects, including the Comprehensive Plan. He stated he is not in favor of reducing the preliminary tax levy.

Council Member Bren agreed with Council Member Hughes and further stated she is in favor of keeping the tax levy at 1.9%.

Mayor Williamson stated that reducing the preliminary tax levy by 1% only amounts to approximately \$10,000. He stated he has a problem raising taxes when the City reserves are in good shape.

Mayor-Elect Rockvam stated that he wants to make sure that residents realize that the City doesn't have \$4 million in unobligated money currently sitting in reserves. There are approximately \$3 million in bonds that need to be repaid. It is like having credit cards and eventually that money needs to be paid back.

Council Member Hughes stated that the cost of items has increased including police and recycling services. He continued that the City has a changing population and should be looking at improving the parks.

Council Member Bren agreed and stated that there are many areas in the City that can be improved but these items keep getting pushed back instead of being addressed and dealing with these issues costs money.

Council Member Pavot stated that her main concern is that the City is facing infrastructure updates. It is important to keep the City's reserves bolstered for aging items that can no longer be repaired and will need replacement. Furthermore, the City is losing money on sewer rates that haven't been raised in a while. She stated that she is comfortable with keeping the tax levy at 1.9%.

M/Hughes, S/Bren that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 16-20

RESOLUTION ADOPTING FINAL TAX LEVY IN THE AMOUNT OF \$1,027,143

Motion carried 4-0. This resolution appears as Resolution No. 16-20.

b. Resolution 16-21: 2017 Budget – City Administrator Tolsma stated that no changes had been made to the budget numbers that were discussed at previous meetings.

M/Pavot, S/Bren that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 16-21

RESOLUTION ADOPTING THE 2017 GENERAL FUND BUDGET

Motion carried 4-0. This resolution appears as Resolution No. 16-21.

11. **REPORTS OF OFFICERS & COMMITTEES**

a. Mayor and Council – Mayor Williamson provided details from the most recent Lake Minnetonka Cable Commission (LMCC) meeting.

Council Member Hughes provided an update from the most recent Lake Minnetonka Conservation District (LMCD) meeting and details regarding the LMCD watercraft inspection program.

Council Member Bren stated that she has enjoyed her time on the City Council and that it has been a wonderful learning experience. She thanked the other council members for their support and wished the new Council well.

- b. City Administrator – None
- c. City Engineer – None.
- d. City Planner – None.

1. Contract for Services – Comprehensive Plan – moved to Item #9b.
2. Comprehensive Plan Committee – moved to Item #9c.
- e. City Attorney – None.
- f. Public Works – None.

12. UPCOMING MEETINGS & TRAINING

- a. December 28 – LMCD – 7:00 PM - CANCELLED
- b. January 3 (Tuesday) – Regular Council Meeting – 7:30 PM

Council Member Hughes stated the December 28 LMCD Meeting has been cancelled.

Mayor Williamson announced that there will not be a work session on December 27.

13. UNFINISHED BUSINESS – None.

14. NEW BUSINESS & COMMUNICATION

- a. Bills & Payroll

M/Hughes, S/Bren to approve the bills & payroll.

Motion carried 4-0.

15. MISCELLANEOUS (Information Only)

- a. Mound FD Monthly Report
- b. PeopleService Monthly Report

Mayor Williamson and Mayor-Elect Rockvam noted the exceptional detail that was provided in the PeopleService Monthly Report. The report will become even more beneficial over time since these are statistics that the City has never had before.

Mayor Williamson stated that he has enjoyed serving as mayor for the past two years. He complimented the other council members and staff for their cooperation during his term. He added that he will continue to find ways to contribute to the community in other roles.

16. ADJOURNMENT

M/Hughes, S/Bren to adjourn the City Council Meeting at 9:23 p.m.

Motion carried 4-0.

Date Approved: January 3, 2017

Theresa Schyma, City Clerk

Dan Tolsma, City Administrator

**CITY OF SPRING PARK
SPRING PARK, MINNESOTA**

RESOLUTION 17-01

NAMING OFFICIAL DEPOSITORIES

BE IT RESOLVED by the City Council of the City of Spring Park that below listed financial institutions are hereby appointed the official depositories for the funds of the City of Spring Park retroactive to January 1, 2017.

Wells Fargo Bank (Checking & Money Market)	CCF Bank (Money Market)
First International Bank & Trust (Money Market)	HSBC Bank (CD)
Bank of Baroda (CD)	DMB Community Bank (CD)
Sallie Mae Bank (CD)	Capital One Bank USA (CD)
Ally Bank (CD)	Enerbank (CD)
World's Foremost Bank (CD)	Capital One North America (CD)
American Express (CD)	Discover Bank (CD)
Goldman Sachs Bank (CD)	BMW Bank (CD)

BE IT FURTHER RESOLVED that Wells Fargo Bank of Minnesota, Mound, is hereby directed to honor and pay any checks or orders when signed by the Mayor and City Clerk or their duly appointed alternates as indicated on signature card duly executed and previously transmitted to said depository for the withdrawal or transfer of funds on deposit in said bank in whatever form.

BE IT FURTHER RESOLVED that in case such deposits shall at any time exceed Two Hundred and Fifty Thousand (\$250,000) dollars, said depositories shall immediately furnish bond or securities in lieu of bond as collateral according to law.

BE IT FURTHER RESOLVED that said financial institutions shall be entitled to rely upon this resolution until written notice of modification or revision has been furnished to and received by said financial institutions.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SPRING PARK THIS 3rd DAY OF JANUARY 2017.

APPROVED:

ATTEST:

JEROME P. ROCKVAM, MAYOR

THERESA SCHYMA, CITY CLERK

**CITY OF SPRING PARK
SPRING PARK, MINNESOTA**

RESOLUTION 17-02

ESTABLISHING ORDER OF BUSINESS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING PARK THAT:

The business of the City Council shall be conducted in the following order:

1. Call to Order
2. Pledge of Allegiance
3. Adopt Agenda
4. Adopt Consent Agenda
5. Public Forum
6. Presentations & Guest Speakers
7. Public Hearings
8. Petitions, Requests, Applications
9. Ordinances and Resolutions
10. Reports of Officers & Committees
11. New Business & Communications
12. Claims for Payment
13. Upcoming Meetings & Training
14. Miscellaneous (Information Only)
15. Adjournment

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SPRING PARK THIS 3rd DAY OF JANUARY 2017.

APPROVED:

JEROME P. ROCKVAM, MAYOR

ATTEST:

THERESA SCHYMA, CITY CLERK

**CITY OF SPRING PARK
SPRING PARK, MINNESOTA**

RESOLUTION 17-03

RESOLUTION FOR APPOINTMENTS

WHEREAS, The City Council of the City of Spring Park has established a policy at the start of each new year to appoint committee members, recommending bodies, and other constituents to serve the City; and

WHEREAS, a Council Member is appointed to serve on the Administrative Committee; and

WHEREAS, a Council Member is appointed to serve on the Police Commission Committee; and

WHEREAS, a Council Member is appointed to serve on the Fire Commission Committee; and

WHEREAS, a Council Member is appointed to serve on the LMCD Committee; and

WHEREAS, a Council Member is appointed to serve on the LMCC Committee; and

WHEREAS, a Council Member is appointed to serve as Planning Commission Ex-Officio; and

WHEREAS, Dates and time of these meetings will be posted or announced at regular Council meetings; and

WHEREAS, the terms of these appointments expire December 31 each year *or until a qualified successor is found to be acceptable.*

NOW THEREFORE BE IT RESOLVED that the City Council will approve the attached list of appointments of the City of Spring Park in January each year and does hereby approve this policy.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SPRING PARK THIS 3rd DAY OF JANUARY 2017.

APPROVED:

JEROME P. ROCKVAM, MAYOR

ATTEST:

THERESA SCHYMA, CITY CLERK

**CITY OF SPRING PARK
 SPRING PARK, MINNESOTA
 APPOINTMENTS FOR YEAR 2017**

- | | | |
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| 1. | ACTING MAYOR | Hughes |
| 2. | ACCOUNTANT | Abdo Eick & Meyers, LLP |
| 3. | AUDITOR | MMKR, James Eichten |
| 4. | CITY ATTORNEY | Nancy Beck |
| 5. | CITY PROSECUTING ATTORNEY | Greg Keller |
| 6. | EMERGENCY MANAGEMENT DIRECTOR
LOCAL COORDINATOR | Chief of Police
PeopleService |
| 7. | CITY ENGINEER | Sambatek, Mike Kuno |
| 8. | CITY ASSESSOR | Hennepin County |
| 9. | OFFICIAL SIGNATURES | Rockvam, Schyma |
| 11. | OFFICAL NEWSPAPER | The Laker |
| 12. | WEED INSPECTOR
ALTERNATE | Rockvam
Palen |
| 13. | ADMINISTRATIVE COMMITTEE
ALTERNATE | Rockvam, Hughes, Tolsma
Pavot |
| 14. | GILLESPIE CENTER REPRESENTATIVES
(City may appoint up to 2 representatives) | Rockvam, Horton |
| 15. | POLICE COMMISSION
ALTERNATE
(City may appoint up to 2 representatives) | Rockvam, Pavot, Tolsma
Palen |
| 16. | PLANNING COMMISSION EX-OFFICIO
ALTERNATE | Palen
Horton |

- | | | |
|-----|--|--|
| 17. | BEAUTIFICATION COMMISSION | Planning Commission |
| 18. | LAKE MTKA CABLE COMMISSION
(City may appoint up to 2 representatives, at least 1 shall be a council member) | Horton, Williamson |
| 19. | SUBURBAN RATE AUTHORITY (SRA) | Tolsma |
| 21. | DATA PRACTICES COMPLIANCE OFFICIAL
RESPONSIBLE AUTHORITY | Schyma
Schyma |
| 22. | INVESTMENT, FINANCE, & PERSONNEL | Rockvam, Pavot, Tolsma |
| 23. | FIRE COMMISSION
ALTERNATE
(City may appoint up to 2 representatives) | Hughes, Tolsma
Palen |
| 24. | LMCD BOARD OF DIRECTORS | Hughes (term ends 01/18) |
| 25. | PLANNING COMMISSIONERS | Mason (term ends 5/20)
Kaczanowski (term ends 5/20)
Vacant (term ends 5/18)
Avalos (term ends 5/19)
Hoffman (term ends 5/19) |

**CITY OF SPRING PARK
SPRING PARK, MINNESOTA**

RESOLUTION 17-04

DATES OF MEETINGS, HOLIDAYS & OFFICE HOURS

WHEREAS, the City of Spring Park has established a program of dates for Council meetings, Planning Commission and committee meetings; and

WHEREAS, the City Council has appointed Commissioners and committee members to represent the City as a recommending body; and

WHEREAS, the meetings and committees will meet on specific dates as listed; and

WHEREAS, if these meetings and committee dates are changed unless listed below, they will be announced at regular Council meetings;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Spring Park that the following dates are designated for the purpose of such meetings:

1. Council Meetings will be held on the first and third Monday of each month at the Spring Park City Hall at 7:00 p.m. unless they fall on a legal holiday in which case they will meet on the succeeding day.
2. Council Study Sessions will be held the third Monday of the month at 6:00 p.m. unless they fall on a legal holiday in which case they will meet on the succeeding day.
3. Planning Commission Meetings will be held on the second Wednesday of each month at the Spring Park City Hall at 7:00 p.m.
4. Administrative Committee Meetings will be held on the Tuesday of the week following the council study session of each month.
5. Investment, Finance, & Personnel Committee Meetings will be held periodically and time and place will be announced at regular Council Meetings.
6. Police Commission Meetings will be held periodically and time and place will be announced at regular Council Meetings.
7. Fire Commission Meetings will be held periodically and time and place will be announced at regular Council Meetings.

8. Normal City office hours will be M-F 8:00 a.m. to 4:30 p.m. Summer hours will be M-Thurs 7:30 a.m. to 5:00 p.m. and Fridays 7:30 to 11:30 a.m. starting the Monday before Memorial Day weekend and ending the Friday before Labor Day weekend.

NOW THEREFORE BE IT FURTHER RESOLVED, by the City Council of the City of Spring Park that on the following holidays the office will be closed in 2017:

January 2, Monday, New Year's Day (observed)
January 16, Monday, Martin Luther King Jr Day
February 20, Monday, Presidents Day
May 29, Monday, Memorial Day
July 4, Tuesday, Independence Day
September 4, Monday, Labor Day
November 10, Friday, Veteran's Day (observed)
November 23, Thursday, Thanksgiving and
November 24, Friday, (swap for Columbus Day)
December 25, Monday, Christmas
December 26, Tuesday, (floating holiday)

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SPRING PARK THIS 3rd DAY OF JANUARY 2017.

APPROVED:

JEROME P. ROCKVAM, MAYOR

ATTEST:

THERESA SCHYMA, CITY CLERK

**GENERAL AGREEMENT BETWEEN SAMBATEK, INC.
AND OWNER FOR PROFESSIONAL SERVICES**

The Agreement ("**Agreement**") is made as of January 1, 2017 by and between the City of Spring Park (4349 Warren Avenue, Spring Park, MN 55384, (952)471-9051) herein referred to as ("**Owner**") and Sambatek, Inc., 12800 Whitewater Drive, Suite 300, Minnetonka, Minnesota 55343, Phone: 763-476-6010, Fax: 763-476-8532, herein referred to as ("**Consultant**") to provide professional Engineering, ("**Services**") by Consultant in connection with the following project ("**Project**"): 2040 Comprehensive Plan Update

SCOPE AND DESCRIPTION OF SERVICES ("SCOPE OF SERVICES")

The Scope of Services for the Project includes updating the Sanitary Sewer, Storm Sewer, Water and Traffic sections of the City's current Comprehensive Plan for inclusion in the 2040 Comprehensive Plan. Consultant will update the text and figures using current information provided by various sources (Metropolitan Council, Hennepin County, State of Minnesota, etc.). The DNR Water Supply Plan will be updated and incorporated into the Water section. Since Spring Park has very little remaining developable land, the Comprehensive Plan update will include modest text and data changes versus a complete overhaul of the existing plan. We estimate that the services proposed will require approximately 100 hours of staff time.

PERIOD OF SERVICE

The Services described under Scope of Services shall be completed within 1 calendar year of Owner's written approval to proceed, or as indicated under Scope of Services concerning completion of various phases of the work.

COMPENSATION

Consultant shall be paid for Services provided in accordance with the following method, plus reimbursable expenses including, but not limited to, print and plotting charges, Fed Ex, UPS, messenger delivery charges, mileage, plus all taxes (including sales taxes), fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services, if applicable: Hourly basis estimated at \$13,000, plus reimbursable expenses.

Consultant will submit bills to Owner monthly, and Owner agrees to pay all bills within thirty (30) days of receiving same. Any invoice not paid within 30 days of the invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold deliverables until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Owner for any costs or damages that result from such suspension, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Owner, the time schedule and fees for remaining Services shall be equitably adjusted.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Owner's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

Owner hereby acknowledges that sufficient funds are currently available and assigned to pay for the cost of Services contemplated by this Agreement. Consultant has the right, at its sole discretion, to stop work and withhold work product or Services if payments have not been received within thirty (30) days of invoicing date.

If the Services are suspended by Owner for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

CHANGE ORDERS

In the event of any changes in the Scope of Services, Owner agrees to issue a written Change Order ("**Change Order**") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Owner does not issue a Change Order that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("**Rate Schedule**"), plus reimbursable expenses.

OWNER'S RESPONSIBILITIES

Owner agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility,

expandability, special equipment, systems, and site requirements. Consultant may rely on the accuracy of the Owner's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Owner's information is the Owner's responsibility.

Owner shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Owner shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Owner shall furnish right-of-way entry and continuous unimpaired access to the entire Project site for Consultant to perform its Scope of Services.

INDEMNIFICATION

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Owner and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, agents, and representatives from and against any and all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party, and no duty to defend is created by this Agreement.

LIABILITY LIMITATION

Owner and Consultant have evaluated the parties' relative risks and benefits associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Owner for any and all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement is limited to Consultant's project fee or \$50,000, whichever is less, and Owner agrees to hold Consultant harmless for any liability in excess of such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

WARRANTY

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

LIEN NOTICE – ONLY APPLICABLE TO PROJECTS IN MINNESOTA

- A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

TERMINATION

Owner may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Owner shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Owner shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$1,000,000 Each Occurrence/ \$1,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General liability shall name the Owner as an additional insured. The insurer agrees to give 30 days written notice in the event of cancellation by the insurer (10 days written notice for non-payment of premium).

MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Unless Owner requests otherwise, Consultant will provide its documents and materials in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Owner agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Owner. The documents prepared by Consultant for this Project are instruments of Consultant's Services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the owner of these documents and shall retain all common law, statutory and other reserved rights, including copyright. If Owner has paid Consultant in full for its Services, Owner shall be permitted to retain copies, including reproducible copies, of Consultant's documents for Owner's information, reference and use in connection with the Project. Consultant's documents shall not be used by the Owner or others on other projects, for additions for this Project or for completion of this Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Owner's use of Consultant's work product and documents, Owner shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents and employees from any and all claims arising out of the reuse or misuse of such work product or documents.

B. HAZARDOUS MATERIALS

Owner represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Owner must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant's will notify the Owner and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Owner or any other entity suspend services until such time as Owner retains the appropriate entities to identify and (as appropriate) abate, remediate or remove the hazard material. Owner agrees that Consultant has been retained to perform professional services and shall not be

required to become an arranger, operator, generator or transporter of hazardous material (as defined by law). Owner hereby agrees to defend, defend and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Owner acknowledges that borings, excavations and other penetrations that are part of the Services, if any, must be located at safe distances from underground utilities or other man-made objects. Owner shall advise Consultant of all utilities that service or are located on the Project site and any underground improvements located on the Project site. Prior to any drilling that is part of the Scope of Services, Consultant will contact state notification centers, where available, or individual utility providers where a state notification center is not available. Consultants shall be entitled to rely on the information provided by locating vendors. If public utility owners do not provide the locating service on private property or the property owner has private underground improvements that cannot be cleared through state notification center or public utility owners, Owner shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor. Consultant will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Owner's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Owner, and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If, under this Agreement, Services are provided during the construction phase of the Project, Consultant shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the work, nor shall Consultant be responsible for a contractor's failure to carry out the work in accordance with the contract documents or for a contractor's failure to comply with applicable laws, ordinances, rules, or regulations.

F. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Owner, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Owner agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Owner's contracts with contractors. Owner also agrees that Owner and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall defend, indemnify, and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

G. UNAVOIDABLE DELAYS

To the extent any time period for performance by Consultant applies, Consultant shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of Owner, inclement weather, or any other events or causes beyond the control of Consultant.

H. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

I. ASSIGNMENT

Owner may not assign this Agreement without the written consent of Consultant.

J. TEAM RELATIONS

Owner and Consultant agree to work together on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

K. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior oral and written agreements and understandings.



Contact The Mound Fire Department
Telephone 952-472-3555
Fax 952-472-3775
Email moundfire@moundfire.com
Website Moundfire.com

FOR IMMEDIATE RELEASE
December 15, 2016

MOUND FIRE DEPARTMENT HAPPENINGS

Mound, MN, December 15, 2016– During the month of November 2016, the Mound Fire Department responded to 17 fire related calls and 26 medical related calls, for a total of 43 callouts for the month. The total callouts through November 30th for Mound Fire Department Year-to-Date is 539.

In November, the Mound Fire Department was busy with public relations and safety events including:

- Annual ice safety presentations to approximately 400 – 500 primary school students at Hilltop and Shirley Hills Elementary School.
- Assisting Orono Police and Long Lake Fire Department with HEARTSafe training for the staff at Orono Public Schools. HEARTSafe training includes learning important skills such as hands-on CPR and AED training.
- Another highlight of the month was transporting Mr. and Mrs. Claus to the annual community tree lighting event.
- The Mound Fire Department Auxiliary held their annual Turkey Bingo on November 15th. Thank you to all who came out and supported the Auxiliary's Turkey Bingo Event!

Notable Events:

11/12/2106: On Saturday, November 21st at 12:57 hours the Mound Fire Department was dispatched to a Mutual Aid request from Maple Plain Fire for a house fire in the 2600 Block of Providence Court in Independence. Mound Fire assisted Maple Plain Fire and other mutual aid departments in extinguishing the fire. There were no injuries to residents or firefighters.

Upcoming Events:

Thursday, January 26, 2017: HEARTSafe Bystander CPR/AED Training from 7:00pm-8:30pm at the Mound Fire Station. Creating a Heart Safe Community is a public health initiative to help more people survive after an out-of-hospital sudden cardiac arrest (SCA). The end goal is to have widespread CPR instruction, public access to defibrillators, and aggressive resuscitation protocols

for first responders, including our lake area citizens. This is a free training open to ages 15+. Contact Vicki Weber at the Mound Fire Department to register by phone or email: 952-472-3555 or vweber@moundfire.com.

Winter Holiday Safety

Winter holidays are a time for families and friends to get together. But that also means a greater risk for fire. Following a few simple tips will ensure a happy and fire-safe holiday season. The following safety tips are from the NFPA website at <http://www.nfpa.org/education>

Holiday Decorating

- Be careful with holiday decorations and where you place them.
- Choose decorations that are flame resistant or flame retardant.
- Keep lit candles away from decoration and other things that can burn.
- Blow out lit candles when you leave the room or go to bed.
- Some lights are only for indoor or outdoor use, but not for both.
- Replace any string of lights with worn or broken cords or loose bulb connections. Read manufacturer's instructions for number of strands to connect to be sure you don't overload..
- Use clips, not nails, to hang lights so the cords do not get damaged.
- Turn off all light strings and decorations before leaving home or going to bed.

Holiday Entertaining

- Test your smoke alarms prior to entertaining your friends or relatives.
- Be sure to have working carbon monoxide alarms on each floor of the residence.
- Keep lit candles a safe distance away from children and pets.
- Keep sidewalks and entryways clear of ice and snow to avoid slips and falls.
- Stay near the kitchen when cooking on the stovetop.

Facts:

- Two of every five home decoration fires are started by candles.
- Nearly half of decoration fires happen because the decorations are placed too close to a heat source.

If you would like more information, please contact The Mound Fire Department at 952-472-3555 or email at moundfire@moundfire.com.