

MINUTES OF THE REGULAR MONTHLY MEETING
OF THE MANHATTAN BEACH CITY COUNCIL
July 5th, 2017

The regular Monthly Meeting of the Manhattan Beach City Council was held on Wednesday July 5th, 2017 in the City Hall at 7:00pm. The following officers were present: Paul Allen-Mayor; Janis Allen, Marlene Yurek, Barb Hanson-Wannebo-Council Members; Amy Wannebo-Clerk-Treasurer; 1 member of the press and approximately 8 citizens.

The Pledge of Allegiance was recited.

Agenda Amendments: Add to New Business: Marlene Issue w/ Manhattan Beach Lodge. MOTION WAS MADE BY JANIS AND SECONDED BY BARB TO AMEND THE AGENDA TO ADD ISSUE W/ MANHATTAN BEACH LODGE TO NEW BUSINESS. MOTION CARRIED.

Approval of Meeting Minutes June 6th 2017: Janis asked if Ordinance #06A17 should actually be 0617A. Amy produced a signed copy of the Ordinance and the publication of the Ordinance summary showing that in fact 06A17 is correct. Janis asked that grammar errors in the minutes be corrected: adding "good" after pretty and adding "ed" to change recommend to recommended. MOTION WAS MADE BY MARLENE AND SECONDED BY JANIS TO ACCEPT THE MINUTES AS PRINTED WITH THE CORRECTION OF THE GRAMMAR ERRORS. MOTION CARRIED.

Clerk-Treasurer's Report: Claims & Receipts Lists; attached. Amy asked if there were any questions. Barb asked why the Manhattan Beach lodge Liquor License was under alcoholic beverages under the receipts. Amy stated the under the "Fund" choices and drop down options that alcoholic beverages was the best choice and that there was no option for a liquor license. Barb said that she thought it was wrong and it looked like the city was spending \$1,850.00 in alcoholic beverages. Amy said she'd look into a better option. Barb asked if the bank statement reconciled with the accounting program. Amy stated that it did. And that the cash control statement reflected that. MOTION WAS MADE BY BARB AND SECONDED BY JANIS TO ACCEPT THE CLAIMS AS PRINTED. MOTION CARRIED. Check numbers 3042 through 3051 have been approved for a total amount of \$11,862.45.

Planning & Zoning Report: Darrin Welle was unable to attend, P&Z Report attached. Mayor Allen read the report to the council.

OPEN FORUM:

Unfinished Business:

Memorandum of Understanding: Big Trout Lake CSAH 66 Project; Mayor Allen stated that the MOU had gone to WAPOA, they reviewed it with their attorney and amended it. Attached. Mayor Allen ran it by the city attorney, Andy didn't see any problems with the amended version. Mayor Allen stated that he would sign it once the county had done so. MOTION WAS MADE BY JANIS AND SECONDED BY MARLENE TO AUTHORIZE MAYOR ALLEN TO SIGN THE MEMORANDUM OF UNDERSTANDING ADDENDUM ONCE THE COUNTY HAS SIGNED IT. MOTION CARRIED. **Council to consider authorizing expenditure for drafting complaint form:** MOTION WAS MADE BY MARLENE AND SECONDED BY JANIS TO HAVE DARRIN WELLE DRAFT A FORM FOR COMPLAINTS FOR THE CITY. MOTION CARRIED.

OPEN FORUM:

New Business:

Manhattan Beach Villas Ass.-request for variance; Mayor Allen recused him self from the discussion due to contractual business with Manhattan Beach Villas. Marlene recused herself from discussion due to owning one of the Manhattan Beach Villas units. Janis read the "Findings" produced by the Planning & Zoning Commission. Attached. Janis asked if Barb or Amy had any questions or comments. Neither did. MOTION WAS MADE BY JANIS AND SECONDED BY BARB TO ACCEPT THE VARIANCE AS RECOMMENDED BY PLANNING AND ZONING. MOTION CARRIED UNANIMOUSLY. Janis, Barb and Amy-AYE. Mayor Allen instructed Amy to notify Darrin Welle of the passing of the variance.

Council authorizing of expenditure for Justin Clasen & Co. to assist in setting up accounts per accounting report; MOTION WAS MADE BY JANIS AND SECONDED BY BARB TO HAVE JUSTIN CLASEN & CO. HELP WITH AUDIT ISSUES AND BOOK KEEPING. MOTION CARRIED. Amy asked if anyone had anything to add to the list of things to go over with Justin Clasen & Co.? She wanted to make sure all issues were addressed. Mayor Allen didn't understand why, when the city has had multiple audits over the years that these issues hadn't come up before. Barb suggested printing off the "funds" list from the state auditor website to bring with to Justin Clasen & Co. and verify that accounts are being entered correctly and under the correct fund.

Issue with Manhattan Beach Lodge; Marlene stated that this past weekend, on her way back to the Manhattan Beach Villas by boat, that she was dodging fireworks that were coming from the docks of Manhattan Beach Lodge. She said that she very nicely approached the bar tender at the bar by the docks. She asked him to have them stop the fireworks. She said the bartender told her to get the hell off the property or he would call the police. Marlene called 911 and someone returned her call about 10 minutes later stating it would be 20-30 minutes before an officer would be there to check things out. She stated that she was tired of them (Manhattan Beach Lodge) not having control of what was going on over there. She wanted to know what steps can we as a city take? Mayor Allen suggested asking the city attorney to contact the county attorney. MOTION WAS MADE BY BARB AND SECONDED BY JANIS TO HAVE THE CITY ATTORNEY CONTACT THE COUNTY ATTORNEY REGARDING FIREWORKS AT MANHATTAN BEACH LODGE. MOTION CARRIED UNANIMOUSLY. Amy asked if anyone in the community were to come to the city with this type of complaint, is this how the city will handle it? Janis said most likely yes. Marlene asked who owned Manhattan Beach Lodge? She said on the news it said that Kista and her husband owned it. Barb said that last year Kista had bought it under a contract for deed. Kista was supposed to get the paperwork to Barb. Barb stated that she never received it. Amy stated that the last time she checked the county records, around March 2017, that it was still owned by Rick Born. Amy stated that she had no issue with handling it this way. I just want to have a clear understanding that as a city that this is how these types of issues will be handled in the future. We are asking the city attorney to take care of this and spending city money to do so. Is there another way that this should be approached? Mayor Allen stated that the city has the "police" powers as a council. This isn't the first issue with Manhattan Beach Lodge. Janis stated that this is a fire hazard. Mayor Allen stated that each issue would have to ride on its own merit. I think we'd be wrong not to take this type of action.

MOTION WAS MADE BY MARLENE AND SECONDED BY JANIS TO ADJOURN THE MEETING. Meeting adjourned at 7:47PM

DRAFT

Amy Wannebo Clerk-Treasurer

Mayor/Council Member

Date Range: 6/7/2017 To 7/5/2017

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
07/05/2017	Pequot Lakes Sanitation	7/1-9/30 trash services	3041	\$100.25	100-41001-384-	General Government	\$100.25
07/05/2017	Justin Clasen & Company, LTD.	December 31, 2017 Audit	3042	\$3,100.00	100-41001-301-	General Government	\$3,100.00
07/05/2017	Northland Press	Legal Notice: Ordinance Summary Pub. for Adopting a land use fee schedule 6/20/17	3043	\$80.75	100-41001-351-	General Government	\$80.75
07/05/2017	Ryan, Brucker & Kalis, Ltd.	legal services from 5/15/17-6/26/17	3044	\$2,739.92	100-41001-304-	General Government	\$2,739.92
07/05/2017	Nicks Lawn Service, INC.	Mowing: 6/1/17 6/15/17 6/26/17	3045	\$161.06	100-41001-403-	General Government	\$161.06
07/05/2017	Crosslake Communications	July 2017 internet	3046	\$68.18	100-41001-321-	General Government	\$68.18
07/05/2017	League of Minnesota Cities	Litigation costs PC0034031 Re: Larry & Marilyn Wannebo	3047	\$4,822.29	100-41001-304-	General Government	\$4,822.29
07/05/2017	Wannebo Excavating	grade; Goldenstein & Satchell raods June 2017	3048	\$105.00	201-41001-403-	General Government	\$105.00
Total For Selected Claims				\$11,177.45			\$11,177.45




7/5/17

Date

For the Period : 6/1/2017 To 6/30/2017

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$269,416.19	\$24,515.83	\$4,839.53	\$289,092.49	\$0.00	\$0.00	\$289,092.49
Road and Bridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tax Increment Financing Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$269,416.19	\$24,515.83	\$4,839.53	\$289,092.49	\$0.00	\$0.00	\$289,092.49

Fund Name: All Funds

Date Range: 06/07/2017 To 07/05/2017

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
06/21/2017	Hy-Tec Construction	6*	Manhattan Beach Villas Public Hearing	(06/21/2017) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 200.00
							<u>\$ 200.00</u>
06/21/2017	Crow Wing County	8	county tax 70% ADV-JUL SETL	(06/21/2017) -	N General Property Taxes(31001 through 31299)	100-31001-	\$ 22,465.83
							<u>\$ 22,465.83</u>
06/29/2017	Whitefish Properties mgmt. LLC	7	Manhattan Beach Lodge Liq. Lic. Renewal	(06/29/2017) -	N Alcoholic Beverages	100-32110-	\$ 1,850.00
							<u>\$ 1,850.00</u>
Total for Selected Receipts							<u><u>\$ 24,515.83</u></u>

07/05/2017

Page 1 of 1

Date Range: 6/12/2017 To 7/12/2017

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
07/05/2017	Crow Wing Power	June 2017 service	3051	\$60.00	100-41001-381-	General Government	\$60.00
Total For Selected Claims				\$60.00			\$60.00



7-12-17

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the ____ day of _____, 2017 and between the County of Crow Wing (CWC), the Crow Wing Soil and Water Conservation District (SWCD), Whitefish Area Property Owners Association (WAPOA), and the City of Manhattan Beach.

WHEREAS, Crow Wing County has a right-of-way covering County State Aid Highway (CSAH) 66, and is the owner of the road, pipes and culverts within the CSAH 66 right-of-way; and

WHEREAS, Big Trout Lake is a priority in the CWC Water Plan Reference Stormwater Management and Erosion and Control (Pages 15-16) and Measure Water Quality Data and Assess Trends (Pages 22-25); and

WHEREAS, SWCD successfully received a Board of Water and Soil Resources (BWSR) Clean Water Fund Grant in the amount of \$310,000.00 to install underground catchment chambers within the CSAH 66 right-of-way to treat sediment and phosphorus (the Project); and

WHEREAS, SWCD intends to complete the Project in partnership with WAPOA, the City of Manhattan Beach and CWC; and

WHEREAS, SWCD has agreed to manage the installation and construction oversight of stormwater treatment systems in Attachment A; and City of Manhattan Beach and WAPOA agree to share costs to clean the stormwater chambers to remove the silt and sediment therefrom, for a period of 25 years, in accordance with the agreements contained herein.

NOW THEREFORE, In consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CWC, SWCD, WAPOA, and the City of Manhattan Beach hereby enter into the Memorandum of Understanding, and hereby agree as follows:

(A) SWCD agrees that:

1. SWCD will provide and perform all project management duties;
2. SWCD will prepare all specs and design criteria for stormwater systems;
3. SWCD will advertise for, accept, and review all bids, and award all contracts associated with the Project, subject to WAPOA's and City of Manhattan Beach's right, hereby granted, to reject any bids and/or contracts which would require additional funding in excess of current funding commitments;
4. SWCD will obtain all required permits for the Project and will be responsible for obtaining the necessary temporary easements;
5. SWCD will provide all surveying and construction inspection oversight;
6. SWCD will be responsible for all costs and expenses associated with the installation of the Project using the \$310,000.00 BWSR Clean Water Fund

Grant and required match of 25 percent;

7. SWCD and WAPOA will work together to identify project implementation solutions and/or secure additional funding should actual Project costs exceed current funding commitments, provided nothing in this agreement shall obligate WAPOA and City of Manhattan Beach to provide or otherwise secure such additional funding;
 8. SWCD acknowledges and understands that the CSAH 66 is public road. SWCD will ensure that proper precautions and security measures are taken to give notice to the public of the Project and any danger arising therefrom. SWCD will be responsible for injuries occurring during the construction of the Project, directly connected to the Project, and will save, hold harmless, indemnify and defend CWC, WAPOA, and the City of Manhattan Beach therefrom;
 9. SWCD acknowledges that it has assumed responsibility for the Project upon start date of installation through completion defined as final sign-off and payment to project contractor and during that period is liable for claims, costs, loss, damages, expenses and causes of action, directly connected to the Project. SWCD agrees to hold harmless and indemnify CWC, WAPOA, and the City of Manhattan Beach and each of these parties' elected officials, officers and employees from the same during that period;
 10. SWCD will maintain the insurance coverage in line with the liability limits as outlined in Minn. Stat. 466.04. SWCD will ensure that its contractors and subcontractors maintain minimum insurance limits as follows:
 - a. General Liability
 - i. \$2,000,000-per occurrence
 - b. Automobile Liability Insurance
 - i. \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage.
 - ii. In addition, the following coverages will be included:
 1. Owned, Hired, and Non-owned Automobile
 - c. Worker's Compensation Insurance (unless exempted by Minnesota Statute)
 - i. \$100,000 - Bodily Injury by Disease per employee
 - ii. \$500,000 - Bodily Injury by Disease aggregate
 - iii. \$100,000 -Bodily Injury by Accident;
 11. SWCD and its contractors will conduct themselves in accordance with Minnesota Law, the provisions of this Memorandum of Understanding, and the provisions of the BWSR Grant Policy;
 12. SWCD agrees to coordinate with City of Manhattan Beach, WAPOA, and contractor to complete the annual maintenance and complete Project inspections per the BWSR Grant Policy.
- (B) City of Manhattan Beach and WAPOA agree that:
1. City of Manhattan Beach (City) agrees to pay for 25 percent of the annual

- maintenance cost, subject City's right to review and approve bids, contracts, or plans, to clean the stormwater chambers for the 25 year period beginning January 1, 2020, and ending December 31, 2044 (the "Term");
2. WAPOA agrees to pay 75 percent of the annual maintenance cost, subject City's right to review and approve bids, contracts, or plans, to clean the stormwater chambers during the Term;
 3. WAPOA and City of Manhattan Beach will sign, or co-sign documents necessary/required within the scope of such party's obligations under the Memorandum of Understanding, during the Term;
 4. City of Manhattan Beach and WAPOA shall have no other liabilities and shall bear no other maintenance costs or other costs whatsoever in relation to the underground catchment chambers within the CSAH 66 right-of-way or other stormwater treatment systems created as a result of the Project;
 5. If either the City of Manhattan Beach or WAPOA should cease to exist then CWC shall pay any amounts that the no longer existing City of Manhattan Beach or WAPOA would otherwise have paid during the Term. CWC shall not seek reimbursement for any such expenses from City of Manhattan Beach, WAPOA, or any other affiliated entity or individual.

(C) CWC agrees that:

1. CWC is and will remain the owner of the infrastructure, including stormwater chambers, and will be responsible for replacement/removal of the infrastructure as determined appropriate in the future;
2. Following SWCD's completion of the installation and construction of the Project, defined as final sign-off and payment to project contractor, CWC shall be liable for claims, costs, loss, damages, expenses (including reasonable attorney fees) and causes of action, directly connected to the Project, and CWC hereby agrees to save, hold harmless, indemnify and defend WAPOA and the City of Manhattan Beach therefrom. CWC hereby agrees to hold harmless and indemnify WAPOA, and the City of Manhattan Beach and each of these parties' elected officials, officers and employees from the same during that period;
3. CWC will sign or co-sign the documents (i.e. permits, grant documents, etc.) necessary/required until the expiration of the Term;
4. CWC does not plan to have a presence onsite during the construction and installation phases of the Project;
5. CWC agrees to cooperate with SWCD to address any issues as necessary until the expiration of the Term, per BWSR Grant Policy;
6. CWC will initiate county emergency response protocols as necessary in furtherance of the Project.
7. If either the City of Manhattan Beach or WAPOA should cease to exist then CWC shall pay any amounts that the no longer existing City of Manhattan Beach or WAPOA would otherwise have paid during the

Term. CWC shall not seek reimbursement for any such expenses from City of Manhattan Beach, WAPOA or any other affiliated entity or individual.

(D)The above represents the full and entire scope of this Memorandum of Understanding. This Memorandum of Understanding can only be altered in writing signed by all parties hereto.

Crow Wing County

By: _____

Subscribed and sworn to before me this
____ day of _____, 2017.

SWCD

By: _____

Subscribed and sworn to before me this
____ day of _____, 2017.

WAPOA

By: Tom Watson, President

Subscribed and sworn to before me this
____ day of _____, 2017.

City of Manhattan Beach

By: Paul Allen, Mayor

Subscribed and sworn to before me this
____ day of _____, 2017.

202 12th Street NE

P.O. Box 219

Staples, MN 56479

June 27, 2017

City of Manhattan Beach
39148 County Road 66
Manhattan Beach, MN 56442

RE: June Report

Mayor and City Council,

1. The Planning Commission held a meeting on 6/20/17. There was one public hearing for a variance. They are forwarding a recommendation of approval with one condition. Please see the attached findings with their recommendation.

I do not plan to be in attendance at your upcoming meeting. If you have any questions or concerns, feel free to contact me at (218) 895-4142 or darrin.welle@njpacoop.org.

Sincerely,

Darrin Welle
Zoning Administrator

Manhattan Beach Villas Variance Application Planning Commission Findings of Fact

The subject property is located at 39079 County Rd 66, Manhattan Beach, MN 56442

Request: To install three dormers and 10 entry door projections on the roadside of the building and install 10 roofs over the existing open-ai red decks located on the lakeside, per the design submitted.

Variance Criteria & Findings

1. The request is not a substantial deviation from the requirement of the ordinance, because there is no expansion of the footprint of the building and they are not going closer to the water.
2. There will be no adverse effect on government services, because the roof additions will not have an effect on any emergency services or any other government service.
3. The variance request will not cause a substantial change in the character of the neighborhood, or will result in a substantial detriment to the neighboring properties, because the building will be in the same footprint and there will be no substantial change to the building.
4. There are no other feasible methods to alleviate the need for the variance, economic considerations do not play a sole role in the request, because any other building additions would require a variance or moving the entire building backward to meet the setback.
5. The landowner did not create the need for the variance, because the need was created by a fire and the need for better stormwater control on site.
6. The granting of the variance is in keeping with the intent of the ordinance and comprehensive plan, because these are positive improvements to the area and the gutters will help with the stormwater control going toward the lake.

Based on the above findings, a motion was made by Mark Johnson and seconded by Ralph Iverson to recommend to approve the variance request with one condition. All members voting "Aye", motion passed.

Condition: The area under the roof and between the upper decks must remain open and allow air to flow through them. Screening is to be allowed with no exterior sidewalls to be built.