

DRAFT

MINUTES OF THE REGULAR MONTHLY MEETING
OF THE MANHATTAN BEACH CITY COUNCIL
March 6th, 2018

The regular monthly meeting of Manhattan Beach City Council was held on Tuesday March 6th, 2018 in the City Hall at 7pm. The following officers were present: Paul Allen-Mayor; Barb Hanson-Wannebo-Council Members; Amy Wannebo-Clerk-Treasurer; approximately one resident and one member of the press.

The Pledge of Allegiance was recited. Mayor Allen stated that because only three council members were present, that it would invoke the Bylaw allowing the Mayor to vote on motions.

Agenda Amendments: Mayor Allen asked if there were any amendments to the agenda, there were none. **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to approve the agenda as printed. Motion carried.**

Approval of February Minutes: **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to approve the minutes as printed. Motion carried.**

Clerk-Treasurer's Report: Supporting documents attached. **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to approve the claims including Crow Wing Power. Motion carried.**

Check numbers 3125 through 3133 have been paid for a total amount of \$1,913.96.

Communications: None.

Planning & Zoning Report: Mayor Allen stated that there was nothing to report.

OPEN FORUM:

Unfinished Business:

Radar Sign Update: Mayor Allen stated that he met with the installer a few days prior. They decided that installation would have to wait until spring when the frost was out because the signs will require additional posts to support them.

Website Review: Mayor Allen stated that he wanted the tab labeled "Council Packets" removed since it had already been decided that those would be provided to Council Members only. He also stated that he wanted to table the review until April when all members of the council would be present. **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to table the review of the website until April. Motion carried.**

Satchell & Goldenstein Roads Update: Mayor Allen stated that there are areas of Satchell and Goldenstien roads where ownership isn't clear. He has instructed the surveyor to create legal descriptions for those areas in question. Mayor Allen recommended that the City Attorney attend the

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next council meeting to advise the City on how to proceed. Supporting documents attached. **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to have the City Attorney attend the next meeting to give the council options on how to proceed with road issues. Motion carried.**

OPEN FORUM:

New Business:

DRAFT Fire Contract: Draft contract attached. Mayor Allen stated that he has reviewed that contract, he said the tax capacity remained the same and that the contract went very slightly lower than the previous year. **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to table the contract until the final is presented. Motion carried.**

Claims List Signatures: Email from the League of Minnesota Cities attached. Clerk Wannebo explained that the LMC and the account for the City, Justin Clasen & Co. recommends having members other than the Mayor and the Clerk sign the Claims list. **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo that the Council Members sign the claims list. Motion carried.**

Fire Extinguisher: Mayor Allen stated that the fire extinguisher needs to be inspected. Council Member Hanson-Wannebo asked that Clerk Wannebo check with the Crosslake Fire Department and the City's insurance company. **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to table until more information is provided. Motion carried.**

Digital Record Keeping & Record Retention Schedule: **A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to table the discussion until April. Motion carried.**

A motion was made by Council Member Hanson-Wannebo and seconded by Clerk-Treasurer Wannebo to adjourn the meeting. Motion carried.

The meeting was adjourned at 7:35pm.

Clerk-Treasurer Amy Wannebo

Mayor/Council Member

For the Period: 2/1/2018 To 3/6/2018

<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	\$308,280.70	\$0.00	\$7,162.23	\$301,118.47	\$0.00	\$1,080.07	\$302,198.54
Road and Bridge	\$1,323.62	\$0.00	\$824.00	\$499.62	\$0.00	\$500.00	\$999.62
Tax Increment Financing Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Fund	\$8,004.46	\$0.00	\$0.00	\$8,004.46	\$0.00	\$0.00	\$8,004.46
Total	\$317,608.78	\$0.00	\$7,986.23	\$309,622.55	\$0.00	\$1,580.07	\$311,202.62

Date Range: 2/6/2018 To 3/6/2018

<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>
03/06/2018	National Joint Powers Alliance	P&Z services for December 2017	3126	\$50.00	100-41910-106-	Planning and Zoning	\$50.00
03/06/2018	Crow Wing County Abstract Co., Inc.	Abstracting Fees; completed 4 Cots showing the questionable ownership of Satchell & Golden	3127	\$500.00	201-43122-304-	Unpaved Streets	\$500.00
03/06/2018	Crow Wing County Recorder	Bylaws & Resolution Recording Fees	3128	\$92.00	100-41420-308-	Recording and Reporting	\$92.00
03/06/2018	ECTC	Web Site Training for Janis & Amy	3129	\$240.00	100-41001-437-	General Government	\$240.00
03/06/2018	Crosslake Communications	March 2018 internet	3130	\$72.13	100-41940-321-	General Government Buildings and Plant	\$72.13
03/06/2018	Ryan, Brucker & Kalis, Ltd.	legal services from 1/30/2018-3/1/2018	3131	\$48.75	100-41610-304-	City/Town Attorney	\$48.75
Total For Selected Claims							\$1,002.88

For the payroll period ending: 03/06/2018

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
7-41425-101		Wannebo, Amy	577.19
Account Total			577.19

Unallocated due to rounding	\$0.00
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Total For Period	\$577.19
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Barbara A Hanson-Wannebo

Barbara A Hanson-Wannebo City Council/Town Board

3-6-18

Date

Janis A Allen

City Council/Town Board


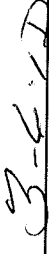
Date

Marlene Yurek

City Council/Town Board

Date

Date Range: 2/6/2018 To 3/6/2018

<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>
		Barbara A Hanson-Wannebo City Council/Town Board					
	Janis A Allen	City Council/Town Board					
	Marlene Yurek	City Council/Town Board					

Date Range : 1/12/2018 To 2/12/2018

<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>
02/12/2018	Crow Wing Power	January 2018 service	3125	\$248.00	100-41940-381-	General Government Buildings and Plant	\$248.00

Total For Selected Claims

\$248.00

\$248.00

Barbara A Hanson-Wannebo

Barbara A Hanson-Wannebo

City Council/Town Board

Date

3-6-18

Janis A Allen

City Council/Town Board

Date

Marlene Yurek

City Council/Town Board

Date

Date Range : 2/6/2018 To 3/6/2018

<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>
02/20/2018	Office Depot	Olympus Recorder	0235 DC*	\$85.89	100-41420-206-	Recording and Reporting	\$85.89

Total For Selected Claims

\$85.89

\$85.89



Barbara A Hanson-Wannebo

City Council/Town Board

3-6-18

Date

Janis A Allen

City Council/Town Board

Date

Marlene Yurek

City Council/Town Board

Date



www.njpacoop.org

March 6, 2018

202 12th Street NE
P.O. Box 219
Staples, MN 56479

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

RE: March Report

Mayor and City Council,

1. The Planning Commission did not meet in February since there were no items to address.
2. No permits were applied for or approved in February.

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.

Sincerely,

Darrin Welle
Zoning Administrator

Land Ownership Pertaining to Roads

COUNTY OF Crow Wing

CERTIFICATE OF TITLE

I hereby certify to the City of Manhattan Beach, that I have examined the title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Auditor and County Treasurer, and as shown by said records the title to the following described tract:

SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 30, Twp. 138, Rge. 27, except the West 488 feet of the South 446.30 feet.
(Easterly portion of Satchell Road crosses this parcel)

of Section 30, Township 138 North, Range 27 West, Crow Wing County;

is at the date of this certificate in the following named persons:
(If the title is registered, so note and certificate number.)

REGISTERED LAND TORRENS CERTIFICATE NO. _____

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Doc/ Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse, If Single so state</u>
Richard A. Radintz & Judy M. Radintz, jt	Fee	09-26-2017/ 10-06-2017	Doc. No. 894878	

During the past five years the title to said tract was in the following persons, if different than above:

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Doc/ Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse, If Single so state</u>
Lawrence D. Wannebo	Fee	06-21-2009/ 07-16-2009 (¾ int.)	Doc. No. 767333	
Lawrence D. Wannebo, Douglas J. Wannebo & Steven L. Wannebo	Fee	06-21-2009 07-15-2009 (¼ int. to each)	Doc. No. 767248	

SUBJECT ONLY TO THE FOLLOWING: (Here enumerate encumbrances and liens of every nature, giving names and addresses of parties, date of instrument, date of recording, document number, and other pertinent information; also enumerate other defects, if any, in the title; any judgments docketed in the office of the Court Administrator that would be a lien against this property should be shown here. Show docket number, date of entry and amount of judgment, names of judgment debtor and creditor and attorney for the creditor.)

Minerals reserved in Warranty Deed filed in Book 75 of Deeds, page 607.

Document No. **658557**. Warranty Deed. Guy Wannebo and Mary Ann Wannebo, husband and wife, Grantors, hereby conveys to Jerry Fuhrer and Shawna Fuhrer, husband and wife, Grantees. Dated, October 15th, 2003. Filed, February 18th, 2004. Conveying an easement for the purpose of ingress and egress over and across the West 33 feet of the SE¼NW¼, Sec. 30, Twp. 138, Rge. 27.

I further certify that Searches have been made as to taxes and assessments:

Re Code/Parcel ID: 270302400A00009
2018 Tax Amount: Due but not extended, amount not available from Treasurer.
2017 Tax Amount: \$288.00 is paid in full.
Delinquent Taxes: None, 2017 and prior paid.
Special Assessments: None.

<u>Last Tract Entry or Certificate Memorial</u> Book-of-Page	SIGNATURE Attorney or Abstractor	DATE
Document No. 894878		February 12 th , 2018

File# Part SENW 30-138-27

Land Ownership Pertaining to Roads

COUNTY OF Crow Wing

CERTIFICATE OF TITLE

I hereby certify to the City of Manhattan Beach, that I have examined the title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Auditor and County Treasurer, and as shown by said records the title to the following described tract:

The East 33 feet of the SE¼NE¼, Sec. 30, Twp. 138, Rge. 27.
(West 33 feet of Goldenstein Road)

of Section 30, Township 138 North, Range 27 West, Crow Wing County;

is at the date of this certificate in the following named persons:
(If the title is registered, so note and certificate number.)

REGISTERED LAND TORRENS CERTIFICATE NO. _____

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Doc/ Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse, If Single so state</u>
City of Manhattan Beach	Fee	05-31-2007/ 06-01-2007	Doc. No. 730469	

During the past five years the title to said tract was in the following persons, if different than above:

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Doc/ Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse, If Single so state</u>
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SUBJECT ONLY TO THE FOLLOWING: (Here enumerate encumbrances and liens of every nature, giving names and addresses of parties, date of instrument, date of recording, document number, and other pertinent information; also enumerate other defects, if any, in the title; any judgments docketed in the office of the Court Administrator that would be a lien against this property should be shown here. Show docket number, date of entry and amount of judgment, names of judgment debtor and creditor and attorney for the creditor.)


Minerals reserved in Warranty Deed filed in Book 75 of Deeds, page 607.

Highway Easement filed in Book 157 of Deeds, page 227.

Affidavit of Identity needed stating that C. O. Wannebo is same as Curtis O. Wannebo, as it pertains to Document Numbers 524613 and 730469.

I further certify that Searches have been made as to taxes and assessments:

Re Code/Parcel ID: 270301400A00009 is tax exempt.

<u>Last Tract Entry or Certificate Memorial</u> Book-of-Page	SIGNATURE Attorney or Abstractor	DATE
Document No. 826448		February 12 th , 2018

File# SENE 30-138-27

Land Ownership Pertaining to Roads

COUNTY OF Crow Wing

CERTIFICATE OF TITLE

I hereby certify to the City of Manhattan Beach, that I have examined the title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Auditor and County Treasurer, and as shown by said records the title to the following described tract:

The West 488 feet of the South 446.3 feet of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 30, Twp. 138, Rge. 27.
(The Easterly portion of Satchell Road crosses this parcel)

of Section 30, Township 138 North, Range 27 West, Crow Wing County;

is at the date of this certificate in the following named persons:
(If the title is registered, so note and certificate number.)

REGISTERED LAND TORRENS CERTIFICATE NO. _____

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Doc/ Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse, If Single so state</u>
John A. Skurdalsvold, a single person & Roxi L. Huff, a single person	Fee	02-01-2013/ 02-14-2013	Doc. No. 825715	

During the past five years the title to said tract was in the following persons, if different than above:

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Doc/ Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse, If Single so state</u>
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SUBJECT ONLY TO THE FOLLOWING: (Here enumerate encumbrances and liens of every nature, giving names and addresses of parties, date of instrument, date of recording, document number, and other pertinent information; also enumerate other defects, if any, in the title; any judgments docketed in the office of the Court Administrator that would be a lien against this property should be shown here. Show docket number, date of entry and amount of judgment, names of judgment debtor and creditor and attorney for the creditor.)

Minerals reserved in Warranty Deed filed in Book 75 of Deeds, page 607.

Highway Easement over the South 50 feet filed in Book 218 of Deeds, page 202.

Document No. **658557**. Warranty Deed. Guy Wannebo and Mary Ann Wannebo, husband and wife, Grantors, hereby conveys to Jerry Fuhrer and Shawna Fuhrer, husband and wife, as joint tenants, Grantees. Dated, October 15th, 2003. Filed, February 18th, 2004. Conveying an easement for the purpose of ingress and egress over and across the West 33 feet of the SE¼NW¼, Sec. 30, Twp. 138, Rge. 27.

Document No. **825716**. Mortgage. John A. Skurdalsvold, a single person, and Roxi L. Huff, a single person, Mortgagors, and "MERS", Mortgage Electronic Registration Systems, Inc., as nominee for BlackRidgeBANK, a North Dakota corporation, Lender. Amount, \$115,000.00. Dated, February 1st, 2013. Filed, February 14th, 2013.

I further certify that Searches have been made as to taxes and assessments:


Re Code/Parcel ID: 270302400000009

2018 Tax Amount: Due but not extended, amount not available from Treasurer.

2017 Tax Amount: \$1,418.00 is paid in full.

Delinquent Taxes: None, 2017 and prior paid.

Special Assessments: \$15.00 Solid Waste Assessment payable with 2018 taxes.

<u>Last Tract Entry or Certificate Memorial</u> Book-of-Page	SIGNATURE Attorney or Abstractor	DATE
Document No. 894878		February 12 th , 2018

File# SENW 30-138-27

Land Ownership Pertaining to Roads

COUNTY OF Crow Wing

CERTIFICATE OF TITLE

I hereby certify to the City of Manhattan Beach, that I have examined the title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Auditor and County Treasurer, and as shown by said records the title to the following described tract:

SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29, Twp. 138, Rge. 27.
(Easterly portion of Goldenstein Road crosses this parcel)

of Section 29, Township 138 North, Range 27 West, Crow Wing County;

is at the date of this certificate in the following named persons:
(If the title is registered, so note and certificate number.)

REGISTERED LAND TORRENS CERTIFICATE NO. _____

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Doc/ Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse, If Single so state</u>
Edward T. Shetka, III & Barbara J. Shetka, h/w jt	Fee	09-24-1998/ 10-14-1998	Doc. No. 537146	

During the past five years the title to said tract was in the following persons, if different than above:

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Doc/ Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse, If Single so state</u>
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SUBJECT ONLY TO THE FOLLOWING: (Here enumerate encumbrances and liens of every nature, giving names and addresses of parties, date of instrument, date of recording, document number, and other pertinent information; also enumerate other defects, if any, in the title; any judgments docketed in the office of the Court Administrator that would be a lien against this property should be shown here. Show docket number, date of entry and amount of judgment, names of judgment debtor and creditor and attorney for the creditor.)

One-half (½) interest in minerals reserved in Book 62 of Deeds, page 548.

Crow Wing County Highway right-of-way conveyed in Book 165 of Deeds, page 61.

Township road right-of-way along the westerly boundary of the subject property as in use and occupied.

Document No. **747843**. Easement Deed. Edward T. Shetka, III and Barbara J. Shetka, husband and wife, Grantors, hereby conveys to Daniel P. Miller and Steven L. Wannebo, Grantees. Dated, April 14th, 2008. Filed, May 14th, 2008. An easement for ingress, egress and utility purposes over, under and across the West 33 feet of the SW¼NW¼, Sec. 29, Twp. 138, Rge. 27.

Document No. **875859**. Mortgage. Edward T. Shetka, III, spouse of Barbara J. Shetka, Barbara J. Shetka, spouse of Edward T. Shetka, III, husband and wife, Mortgagors, to Brainerd BN Credit Union, Lender. Amount, \$223,200.00. Dated, June 29th, 2016. Filed, July 12th, 2016.

I further certify that Searches have been made as to taxes and assessments:


Re Code/Parcel ID: 270292300000009

2018 Tax Amount: Due but not extended, amount not available from Treasurer.

2017 Tax Amount: \$756.00 is paid in full.

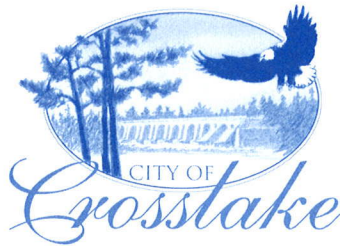
Delinquent Taxes: None, 2017 and prior paid.

Special Assessments: \$15.00 Solid Waste Assessment payable with 2018 taxes.

<u>Last Tract Entry or Certificate Memorial</u> Book-of-Page	SIGNATURE Attorney or Abstracter	DATE
Document No. 877537		February 12 th , 2018

File# SWNW 29-138-27

City Hall: 218-692-2688
Planning & Zoning: 218-692-2689
Fax: 218-692-2687



37028 County Road 66
Crosslake, Minnesota 56442
www.cityofcrosslake.org

February 22, 2018

Clerk Amy Wannebo
City of Manhattan Beach
39148 County Road 66
Manhattan Beach, MN 56442

Dear Ms. Wannebo,

The enclosed draft copy of the 2018-2019 service contract is going to the City Council for approval on March 12, 2018. After the meeting I will send you final copies of the contract for your signatures. Because the tax capacity information was just received, I wanted to let you know ahead of time what the cost would be. I also included information related to service calls in your area. Please let me know if you have any questions. Thank you!

Sincerely,

A handwritten signature in blue ink that reads "Charlene Nelson". The signature is written in a cursive style.

Charlene Nelson
City Clerk

Enclosures

CITY OF CROSSLAKE

2018 / 2019 FIRE CONTRACT

This contract is made and entered into this 1st day of April, 2018 (“Anniversary Date”) between the City of Crosslake, Crow Wing County, Minnesota, 37028 County Road 66, Crosslake, MN 56442, a public corporation (“Crosslake”), and the City of Manhattan Beach, Crow Wing County, Minnesota, 39148 County Road 66, Manhattan Beach, MN 56442, a public corporation (“Manhattan Beach”).

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** Manhattan Beach agrees to purchase from Crosslake, and Crosslake agrees to provide Manhattan Beach, the following fire services:

- Structural Firefighting

 - External Structural Firefighting

 - Interior Structural Firefighting

- Grass Firefighting

- General Firefighting

 - Vehicles & Equipment

 - Carbon Monoxide Calls

 - Other Non-Structural Firefighting

- Rescue

 - Vehicle & Equipment Extrication

 - General Search & Rescue

 - Confined Space Rescue

 - Water Rescue

- Emergency Medical Services

 - Fire Scenes

 - Rescue Scenes

- General Medicals – Level of Emergency Medical Response

 - First Responder

- Hazardous Materials Response – Level of Hazardous Materials Response

 - First Responder, Awareness

- Disaster Response

- Mutual Aid

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of Crosslake shall not be deemed a breach of this contract.
 - b. **No Guarantee.** The parties understand and agree Crosslake will endeavor to provide the services indicated above to the best of its ability given the circumstances, but Crosslake makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.
 - c. **Mutual Aid.** The City of Crosslake has a mutual aid agreement with Cuyuna Range Fire Departments. In the event another Cuyuna Range Fire Department is called by Crosslake Fire Department, Manhattan Beach shall not be responsible for any third parties claims that arise as a result of the mutual aid rendered by said Cuyuna Range Fire Department.
2. **Payment.** Manhattan Beach agrees to pay Crosslake annually during the term of this contract the payment amount according to the following formula:
- a. 3 ½% of current years Tax Capacity calculated by Crow Wing County. 3 ½% of Tax Capacity of \$291,672 equals \$10,208.52.
 - b. Ten Thousand Two Hundred Eight and 52/100th Dollars (\$10,208.52) Annual Payment for the contract year, April 1, 2018 through March 31, 2019 (“Annual Payment”). Said annual payment is due, in full, on or before April 1, 2018.
 - c. Three Hundred Fifty and 00/100th Dollars (\$350.00) for the first hour or any portion thereof that Crosslake Fire Department spends responding to a fire call; and Three Hundred and 00/100th Dollars (\$300.00) for each additional hour or fraction thereof.
 - d. One Hundred and 00/100th Dollars (\$100.00) per gallon for firefighting foam used in fighting a fire. The decision to use firefighting foam is solely the responsibility of the Crosslake Fire Department’s Fire Chief or officer in charge of the fire incident.
 - e. Within 45 days after the fire incident Crosslake shall submit a written invoice (claim) to the owner of the property that received the service with a demand for payment; with instructions to remit the amount due to Manhattan Beach. A

duplicate copy of said claim shall be sent to Manhattan Beach with payment in full due from Manhattan Beach to Crosslake 120 days from the date of the claim.

3. **Annual Meeting of Parties.** Manhattan Beach shall have the right to request a meeting with Crosslake Fire Department and City staff to discuss contract and service issues. Manhattan Beach reserves the right to appear before the Crosslake City Council to discuss any issues unresolved by Crosslake Fire Department or City staff.
4. **Emergency Service Charge.** Manhattan Beach, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Manhattan Beach. Crosslake shall have no right to, or interest in, any service fees collected by Manhattan Beach. If Manhattan Beach imposes an emergency service charge it shall provide Crosslake a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. Crosslake shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Manhattan Beach with the information it collected.
5. **Service Territory.** Crosslake shall provide fire services as indicated in this contract to the area in Manhattan Beach described below and/or as indicated on a map which is attached hereto and made part of this contract. The identified area shall constitute Manhattan Beach's Service Territory for the purposes of this contract.

The municipal boundaries of the City of Manhattan Beach as shown in the public record.

6. **Term.** This contract shall commence on the effective date indicated above and shall expire at 11:59 P.M. March 31, 2019 unless terminated earlier as provided herein.
7. **Ownership.** Crosslake owns the buildings and equipment associated with the Fire Department and the amounts paid by Manhattan Beach do not give rise to any ownership interest in, or responsibility toward, those items unless a specific ownership interest is indicated below: NONE
8. **Crosslake Responsibilities.** In addition to any other obligations described herein, Crosslake shall:
 - a. Authorize and direct the Crosslake Fire Department to provide the fire services described herein to Manhattan Beach's Service Territory;
 - b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract by the Anniversary Date and present it to Manhattan Beach along with sufficient information to explain the items included in the budget figures;

- c. Upon Manhattan Beach's request, provide Manhattan Beach access to financial and cost data related to the fire department for five years prior to the current service year;
 - d. Disclose to Manhattan Beach any proposed action Crosslake or the Fire Department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or Crosslake's ability to provide the fire services indicated above; and
 - e. Promptly disclose to Manhattan Beach any information Crosslake can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
9. **Manhattan Beach's Responsibilities.** In addition to any other obligations described herein, Manhattan Beach shall:
- a. Promptly pay Crosslake the payment amount as indicated above for the year of service, or a prorated share of the payment amount for the length of service actually provided if the contract is terminated early;
 - b. Approve a budget during the term of the contract that will provide funds needed to pay the payment amount; and
 - c. Promptly disclose to Crosslake any information Manhattan Beach can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed Manhattan Beach shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverage, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues, and Crosslake shall indemnify Manhattan Beach from any such claims. It is further agreed Manhattan Beach has no responsibility, beyond paying the agreed upon payment amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

10. **Insurance Requirements.** Crosslake shall maintain general liability insurance for its services and shall include Manhattan Beach as an additional insured for the term of this contract and any extensions thereof. Crosslake shall provide Manhattan Beach proof of such insurance coverage and the additional insured endorsement naming the Manhattan Beach annually by the anniversary date of this contract.
11. **Indemnification.** Crosslake agrees to defend and indemnify Manhattan Beach against any claims brought or actions filed against Manhattan Beach or any officer,

employee, or volunteer of Manhattan Beach for injury to, death of, or damage to the property of any third person or persons, arising from Crosslake's performance under this contract for services. Under no circumstances, however, shall Crosslake be required to pay on behalf of itself and Manhattan Beach, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for Manhattan Beach and Crosslake may not be added together to determine the maximum amount of liability for Crosslake. The intent of this subdivision is to impose on Crosslake a limited duty to defend and indemnify Manhattan Beach for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.
13. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both Crosslake and Manhattan Beach, and attached hereto.
14. **Subcontracting & Assignment.** Crosslake shall not subcontract or assign any portion of this contract to another without prior written permission from Manhattan Beach. Services provided to Manhattan Beach pursuant to a mutual aid agreement Crosslake has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Manhattan Beach so long as Crosslake remains primarily responsible for providing for services to Manhattan Beach's Service Territory.
15. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120 day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Manhattan Beach fails to pay for the service according to the schedule established herein, this contract shall be null and void without further notice. Notice to Crosslake shall be served on the Crosslake City Clerk, and notice to Manhattan Beach shall be served on the Manhattan Beach Clerk.
16. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.

17. **Arbitration.** All claims or disputes between the parties arising out of, or relating to the Contract or the breach thereof shall be finally decided by arbitration in accordance with the rules of the American Arbitration Association, unless the parties mutually agree in writing otherwise. Written notice of the demand for arbitration shall be personally delivered to the other party and shall be made no longer than (90) days after the facts giving rise to the dispute have been discovered by the party requesting arbitration. The Arbitrator shall apply the laws of the State of Minnesota.
18. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.
19. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

CITY OF CROSSLAKE

CITY OF MANHATTAN BEACH

By its Mayor:

By its Mayor:

Signature

Signature

Print Name

Print Name

Date

Date

City Administrator

Clerk

Fire Chief

Memo

To: FIRE DISTRICTS
From: Melonie Flaws, Crow Wing County Land Services
Date: 2/21/2018

Enclosed are your 2018 fire district tax capacities, land values and building values. Please feel free to call if you have questions concerning any of the information provided.

Thank you.

Melonie Flaws
Crow Wing County Land Services
218-824-1302

CROSSLAKE FIRE DISTRICTS

FINAL PAYABLE 2018
2017 Assessment, Taxes Payable 2018

	Total Tax Capacity	***** Land	***** Market Value Building
City of Crosslake (All)	12,730,727	693,468,708	498,910,470
Fairfield Township (part) All of Sec 6-9; 16-21; & 28-33 (VALBYSEC)	538,492	31,674,034	22,921,404
City of Manhattan Beach (All)	291,672	16,657,814	9,646,418