

DRAFT

MINUTES OF THE REGULAR MONTHLY MEETING
OF THE MANHATTAN BEACH CITY COUNCIL
April 2nd, 2019

The regular monthly meeting of Manhattan Beach City Council was held on Tuesday April 2nd, 2019 in the City Hall at 7pm. The following officers were present: Paul Allen-Mayor; Janis Allen, Betty Worts and Barb Hanson-Wannebo-Council Members; Amy Wannebo-Clerk-Treasurer; approximately four residents and one member of the press.

The Pledge of Allegiance was recited.

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 Council Member Worts to amend the agenda to approve the agenda as printed. Motion carried.**

Approval of March Meeting Minutes: **A motion was made by Council Member Worts and seconded by Council Member Hanson-Wannebo to approve the minutes as printed. Motion Carried.**

Clerk-Treasurer's Report: Supporting documents attached. Clerk-Treasurer Wannebo asked that the final snow removal bill for March be included in the claims in the amount of \$180.00 under check number 3260. **A motion was made by Council Member Allen and seconded by Council Member Hanson-Wannebo pay the claims as listed including Crow Wing Power and the additional snow removal bill but to exclude the Fire Contract claim until that agenda item. Motion carried.**

Check numbers 3253 through 3261 have been paid for a total amount of \$12,846.98.

Communications: None.

Planning & Zoning Report: Mayor Allen said that there was no meeting in March and there were no permits issued.

OPEN FORUM:

Unfinished Business:

Goldenstein & Satchell Roads Update: Supporting documents attached. Goldenstein Road; Mayor Allen said that he was waiting to hear back on locating and making contact with the owners of the Sandstorm property located on Goldenstein road. Satchell; Mayor Allen explained that the City should withdraw the request for easement from Radintz and Bronce properties. **A motion was made by Council Member Allen and seconded by Council Member Hanson-Wannebo to withdraw the request for easement on Bronce and Radintz properties except for the 33 feet along the west side of the SE ¼ of the NW ¼. Motion carried.**

DRAFT

Meyer Lake Road Update: Supporting documents attached. Mayor Allen shared a Memo on Acquisition and Maintenance of City Streets from the League of Minnesota Cities. He said that the City should consider removing the Minimum Maintenance sign from Meyer Lake Road and that it would need to be done by resolution and that Stonemark will need to create a legal description. Mayor Allen said that there are no easements from property owners to the south. **A motion was made by Council Member Allen and seconded by Council Member Hanson-Wannebo to have Stonemark create a legal description for Meyer Lake Road so that the City can remove the minimum maintenance designation. Motion carried.**

OPEN FORUM:

New Business:

Fire Service Contract: Supporting documents attached. **A motion was made by Council Member Allen and seconded by Council Member Hanson-Wannebo to approve the contract and include the fee in claims to be paid. Motion carried.**

Adjournment: **A motion was made by Council Member Hanson-Wannebo and seconded by Council Member Allen to adjourn the meeting. Motion carried.**

Meeting was adjourned at 7:40pm.

Clerk-Treasurer Amy Wannebo

Mayor/Council Member







Date Range : 2/15/2019 To 3/15/2019

<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>
03/15/2019	Crow Wing Power	February 2019 service	3252	\$217.00	100-41940-381-	General Government Buildings and Plant	\$217.00

Total For Selected Claims

\$217.00

\$217.00

	Barbara A Hanson-Wannebo	City Council/Town Board					4-2-19	Date
	Elizabeth Worts	City Council/Town Board					4-2-19	Date
	Janis A Allen	City Council/Town Board					4-2-19	Date

Date Range: 3/2/2019 To 4/2/2019

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
4/02/2019	City of Crosslake	2019/2020 FIRE CONTRACT	3253	\$11,106.41	100-42210-310-	Fire Administration	\$11,106.41
4/02/2019	LMC Insurance Trust P&C	insurance premium	3254	\$200.00	100-41001-361-	General Government	\$200.00
4/02/2019	Sourcwell Formerly NIPA	P&Z services for February 2019	3255	\$12.50	100-41910-106-	Planning and Zoning	\$12.50
4/02/2019	Hanson Property Services LLC	snow plowing	3256	\$324.00	201-43125-106-	Ice and Snow Removal	\$324.00
4/02/2019	Crosslake Communications	April 2019 internet	3257	\$72.13	100-41940-321-	General Government Buildings and Plant	\$72.13
4/02/2019	Pequot Lakes Sanitation	trash services Acct # 513000 Inv # 11769	3258	\$36.75	100-41940-384-	General Government Buildings and Plant	\$36.75

Total For Selected Claims \$11,751.79

\$11,751.79

\$11,751.79

Barbara A Hanson-Wannebo
 Barbara A Hanson-Wannebo
 City Council/Town Board
 Date 4-2-19

Elizabeth Worts
 Elizabeth Worts
 City Council/Town Board
 Date 4-2-19

Janis A Allen
 Janis A Allen
 City Council/Town Board
 Date 4-2-19

For the Period : 3/2/2019 To 4/2/2019

Name of Fund	Beginning	Total	Total	Ending	Less	Plus	Total
	Balance	Receipts	Disbursed	Balance	Deposits In Transit	Outstanding Checks	Per Bank Statement
General Fund	\$315,451.79	\$0.00	\$12,896.30	\$302,555.49	\$0.00	\$12,004.98	\$314,560.47
Road and Bridge	\$6,056.42	\$0.00	\$540.00	\$5,516.42	\$0.00	\$324.00	\$5,840.42
Tax Increment Financing Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Fund	\$13,004.46	\$0.00	\$0.00	\$13,004.46	\$0.00	\$0.00	\$13,004.46
Total	\$334,512.67	\$0.00	\$13,436.30	\$321,076.37	\$0.00	\$12,328.98	\$333,405.35

Barbara A. Hanson-Wannebo
 Barbara A Hanson-Wannebo
 City Council/Town Board
 Date 4-2-19

Elizabeth Worts
 Elizabeth Worts
 City Council/Town Board
 Date 4-2-19

Janis A Allen
 Janis A Allen
 City Council/Town Board
 Date 4-2-19

CITY OF JENKINS

CITY CALCULATIONS

CITY OF MANHATTAN BEACH
 ** FINAL RATES

INITIAL TAX CAPACITY:	317,326
less TIF Value:	0
TAXABLE TAX CAPACITY	317,326

Population 59

12-Mar-19
 PREV TIF: 0

CITY OF MANHATTAN BEACH
 PAYABLE 2019

LGA Relief: 0
 Rate: 0.000%

PREV TAXABLE MV: 26,304,232
 PREV TC: 291,572
 PREV LEVY: 70,000

REF MV: 12,404,200
 TAX MV: 28,839,539
 EST MV: 29,350,800
 NEW CONST: 2,286,100

PREV RATE: 23.999%

TYPE FUND NAME	TOTAL LEVY REQUEST	HACA	TIF EXCESS	ADJUSTED LEVY	FISC DISP DISTRIB	FINAL LEVY	SPREAD LEVY	GENERAL RATE
10 CITY REVENUE	60,000	0	0	60,000	0	60,000	60,000.00	18.908%
35 ROAD FUND	5,000	0	0	5,000	0	5,000	5,001.06	1.576%
87 BUILDING FUND	5,000	0	0	5,000	0	5,000	5,001.06	1.576%
TOTAL	70,000	0	0	70,000	0	70,000	70,002.12	22.060%

CROW WING COUNTY TAX RATES FOR TAXES PAYABLE IN THE YEAR 2019

18-Mar-19 (Print Date)

*** 2019 FINAL TAX RATES

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COUNTY RATES:

Generally	32.689%
City of Baxter	32.689%
City of Brainerd general	32.004%
Brainerd Rural Service Dist	32.096%
City of Crosby	31.807%
City of Deerwood	32.612%
City of Ironton	31.928%

CITY RATES:

Baxter	52.949%
Brainerd Generally	80.385%
Brainerd Rural Service Dist	50.021%
Breezy Point	42.048%
Crosby	104.352%
Crosslake	30.157%
Cuyuna	57.432%
Deerwood	95.971%
Emily	41.457%
Fifty Lakes	22.305%
Fort Ripley	29.068%
Garrison	71.531%
Ironton	105.692%
Jenkins	58.132%
Manhattan Beach	22.060%
Nisswa	33.215%
Pequot Lakes	57.385%
Riverton	38.454%
Trommald	39.794%

SCHOOL DISTRICT RATES:

ISD 181 general	29.988%
ISD 181, in Brainerd general	29.803%
ISD 181, in Brainerd RSD	29.951%
ISD 182 general	15.524%
ISD 182, in Crosby only	15.058%
ISD 182, in Deerwood City only	15.434%
ISD 182, in Ironton only	14.617%
ISD 186	12.809%
ISD 001	4.068%
ISD 2174	6.741%
ISD 480	21.572%
ISD 482	21.060%
ISD 484	28.851%

SPECIAL TAXING DISTRICT (STD) RATES:

Region 5 (countywide)	0.133%
County HRA (applies to all ex. Brainerd, Crosby, Pequot)	0.098%
Cuyuna Hospital Dist (HD)	1.052%
City of Brainerd HRA	1.719%
City of Pequot Lakes HRA	1.292%
Garrison-Kathio-West Mille Laacs Sewer Dist (SD)	22.025%

Areawide Rate Iron Range Fiscal Disparities:

1.632%

Homestead Credit - Repealed for payable 2012 taxes and replaced with a homestead market value exclusion.

Agricultural Credit:

Eligibility: Ag Homestead classification	0.3%
First \$115,000 Ag MV	0.1%
Ag MV over \$115,000	\$490
Maximum Ag Credit Allowed	
(Max Ag Credit reached at \$250,000 Ag MV)	

TOWNSHIP RATES:

Bay lake Fire Dist 1	8.825%
Bay lake Fire Dist 2	9.224%
Center	16.403%
Crow Wing	27.252%
Daggett Brook	18.062%
Deerwood	20.059%
Fairfield	20.102%
Fort Ripley	12.501%
Gail Lake	9.191%
Garrison	21.704%
Ideal	10.250%
Irondale	45.161%
Jenkins	10.942%
Lake Edward	8.367%
Little Pine	29.134%
Long Lake	15.922%
Maple Grove	9.990%
Mission	17.768%
Nokay Lake	31.504%
Oak Lawn	18.098%
Pelican	12.090%
Perry Lake	11.894%
Platte Lake	16.829%
Rabbit Lake	27.096%
Roosevelt	18.064%
Ross Lake	10.955%
St. Mathias	24.105%
Timothy	6.480%
Wolford	16.669%
Unorganized - Dean lake	34.471%
Unorganized - 1st Assmt	11.816%

COMPONENTS OF TOTAL RATES EXAMPLE:

City of Brainerd general =
 32.004% + 80.385% + 29.803% + 0.133% + 1.719% = 144.044%

TOTAL RATES BY DISTRICT ON REVERSE SIDE

April 1, 2019

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

RE: April Report

Mayor and City Council,

1. There was no planning commission meeting this past month since there was no business to discuss.
2. There were no land use permits applied for or issued in March.

I do not plan to attend your upcoming meeting. If you have any questions or concerns, feel free to contact me at (218) 895-4142.

Sincerely,

Darrin Welle
Zoning Administrator

RELEVANT LINKS:

See Minn. Stat. § 160.02, subd. 26.

Minn. Stat. § 160.02, subd. 21, Minn. Stat. § 162.09.

Minn. Stat. § 162.17.

Minn. Stat. § 160.83.

Minn. Stat. § 160.82.

In some instances, the portion of the street traveled by vehicles may actually be only a minor element of the ROW. When acquiring and maintaining streets, it is important that cities address and consider all elements of the ROW.

B. Types of streets and highways

Streets may vary widely within a city. In addition, many cities are concerned about and regularly deal with streets that are not “city” streets at all. These streets are located within the city, but under the jurisdiction of another entity such as the state or county. Other streets, such as boundary line roads, may be shared with a township. This section defines the types of streets that cities most often encounter:

- **City streets**—streets within the boundaries of the city that are constructed and maintained by the city and are not municipal state-aid streets, county streets, or state streets. In most instances the word “street” is synonymous with highway, road, and alley.
- **Municipal state-aid streets**—all streets within cities having a population of 5,000 or more that are designated as municipal state-aid streets pursuant to Minnesota statutes and the rules of the commissioner of the Department of Transportation. The city is vested with all rights, title, and easements creating the street, but must establish and maintain the street in accordance with the rules of the commissioner. On most major decisions concerning the street, such as establishment, alteration of route, or revocation, the city road authority must obtain the consent of the commissioner. Cities receive an annual allocation of money from the state for the maintenance of municipal state-aid streets. Cities with a population over 5,000 may enter into agreements with the county in which the city is located for the maintenance of all county state-aid highways and municipal state-aid streets within the boundaries of the city.
- **Rustic roads**—streets designated by resolution as rustic roads because they have outstanding natural features or scenic beauty, average daily traffic volume of less than 150 vehicles per day, access road use, and a maximum allowable speed of 45 miles per hour. A Rustic road may be maintained at a level below normal standards, provided that the street is adequate for anticipated use. Cities have no clear authority to designate streets as rustic roads. This may be an exclusive county and township power.
- **Park road**—a street or portion of a street located entirely within a city, county, regional, or state park. Expansion of park streets and changes in the grade or alignment is limited by statute.

RELEVANT LINKS:

[Minn. Stat. § 89.71.](#)

[Minn. Stat. § 160.095.](#)

[Minn. Stat. § 435.37.](#)
See Section I-A, *Anatomy of a city street.*

[Minn. Stat. § 160.02, subd 17.](#)
[Minn. Stat. ch. 163.](#)

[Minn. Stat. § 160.07.](#)

[Minn. Stat. § 160.02, subd 18.](#)
[Minn. Stat. ch. 162.](#)

[Minn. Stat. § 162.02.](#)

The city may be protected by a special limited immunity from tort claims arising from use of a street that is a park road.

- Forest roads—streets designated by order of the commissioner of the Department of Natural Resources as forest roads. Forest roads have unique width and maintenance requirements, and may be designated as minimum maintenance forest roads.
- Minimum maintenance roads—streets designated and posted as being maintained at a level less than the usual minimum maintenance standards, but maintained at the level needed to serve occasional or intermittent traffic. Once a street is designated and posted as a minimum maintenance road, the appropriate road authority may be protected by special immunity from tort claims arising from use of the minimum maintenance road. Cities have no clear authority to designate streets as minimum maintenance roads. This may be an exclusive county and township power.
- Alleys—short or narrow streets that are generally utilized as access routes between buildings. The term “alley” is not defined in state statutes and for most purposes is synonymous with the term “street,” imposing the same maintenance duty and standard of reasonable care upon the city, provided that the alley is dedicated to public use.
- Cartways—streets established by a petition process to benefit landlocked property owners in certain circumstances. Cartways may be public streets or designated as private driveways. The city may choose to maintain a cartway if it passes a resolution stating that such maintenance is in the public interest. If no such resolution is passed, the benefited landowners bear the responsibility for maintenance.
- County highways, roads, and cartways—streets within the county that were constructed and maintained by a county. The county is the exclusive road authority for county streets. However, cities are authorized to expend funds for the maintenance and improvement of county streets and bridges beyond their boundaries leading into the city.
- County state-aid highways—streets that are under the jurisdiction of both the State of Minnesota and the county in which the street is located. The county is vested with all rights, title, and easements creating the street, but must establish and maintain the street in accordance with the rules of the commissioner of Transportation. On most major decisions concerning the street, such as establishment, alteration of route or revocation, the county road authority must obtain the consent of the commissioner. The county must obtain city approval for the creation, construction, reconstruction, or improvement of any county state-aid highway that is within the corporate limits of a city.

RELEVANT LINKS:

Minn. Stat. § 160.02, subd 28, Minn. Stat. ch. 164, Minn. Stat. § 160.07.

Minn. Stat. ch. 161.

Minn. Stat. § 164.14.

Minn. Stat. § 160.21, subd 2.

Minn. Stat. § 160.21, subd. 6.

Bengtson v. Village of Marine on St. Croix, 246 N.W.2d 582 (Minn 1976). A.G. Op. 377-A-4 (August 31, 1959). A.G. Op. 396-G-4 (Sept 10, 1957). A.G. Op. 377-A-4 (June 17, 1957). A.G. Op. 396-G (July 28, 1955). A.G. Op. 396-G-1 (August 22, 1949). A.G. Op. 396-G-7, (June 19, 1946).

Counties receive an annual allocation of money from the state for the maintenance of county state-aid highways.

- Town roads and cartways—streets within a township that were constructed and maintained by a town. The town is the exclusive road authority for township streets. Cities are authorized to expend funds for the maintenance and improvement of township streets and bridges beyond their boundaries leading into the city.
- Trunk highways—streets designated as trunk highways by the Minnesota Constitution or state statute under the jurisdiction of the State of Minnesota and the commissioner of Transportation. Trunk highways have a route number between 1 and 384, and may carry an additional narrative name or designation such as the “Blue Star Memorial Highway” or the “Glacial Ridge Trail.” The Minnesota Department of Transportation is the exclusive road authority for trunk highways.
- Town and city boundary line roads—streets that run along the boundary line between a city and a township. Cities and townships may enter into agreements for the maintenance of boundary line roads that equitably apportion responsibility and authority over the street between the two entities.
- Private roads—streets that are not dedicated to the public for public travel. Private roads and streets are maintained by individual landowners or sometimes a cooperative or association of landowners for their own convenience at their own risk and expense. The city has no duty to maintain private roads. Except in the case of an emergency, state statutes restrict the city’s ability to provide snowplowing services to private streets without compensation. Cities may also provide snow removal services to uncompleted subdivisions, provided certain procedures are met. The cost for the snow removal may be charged against all properties within the subdivision.

II. Acquiring city streets

A. No duty to acquire and construct city streets

The decision to acquire and construct a city street is vested solely with the city council. With the exception of petitions requesting cartways for inaccessible properties, there is no method, via petition or otherwise, by which a citizen or group of citizens in a statutory city can compel a city to acquire or construct a street.

RELEVANT LINKS:

The decision to acquire or construct a street is a legislative decision of the city council. This means that as long as the city's reasoning is neither arbitrary, capricious, nor based upon an erroneous reading of the law, the courts will not overrule the city's decision on the issue. The city alone may choose the best time to open, occupy, and use city streets.

Mere notation of a street on an accepted and recorded plat will not require the city to open a street. Instead, the plat simply reserves the dedicated land for future use.

Minn. Stat. § 435.37.

1. Establishment of cartways

Cities must establish cartways to benefit landlocked property owners in certain situations. A property owner who has no or limited access to his or her land may petition the city council to connect the land to a public road. If the petition fits the following criteria, the city council must establish a cartway (a road or driveway) connecting the petitioner's land to a public road:

- The tract of land is five acres or more.
- The owner has no access except over a navigable waterway or over the land of someone else.
- The current access is less than two rods in width.

The city council may select an alternative to the route the petitioner has requested, if the council determines an alternative will be less disruptive and damaging to the affected landowners, and in the public interest.

The petitioner must pay all costs associated with establishing and maintaining the road—unless the council, by resolution, determines such expenditures are in the public interest. The council may require the petitioner to post a bond or other security prior to incurring costs on the landowner's behalf.

In re Rollins, 738 N.W.2d 798 (Minn. Ct. App. 2007).

A property owner may only petition for a cartway that allows connection to a public road and may not request connection to a body of water or private road.

B. Methods for acquiring city streets

Minn. Stat. § 505.01.

Once a city has decided to acquire and construct a street, the city must generally obtain an easement over the land where the street is to be laid. The easement grants the city the right to construct and maintain the street and the public the right to travel the street. Actual fee ownership of the property where the street is laid is very rare.

Cities may acquire necessary street easements through a variety of methods discussed below.

RELEVANT LINKS:

Minn. Stat. § 541.023.

Minn. Stat. § 160.05, subd. 1.
Town of Belle Prairie v. Kliber, 448 N.W.2d 375, (Minn. Ct. App.1989).
Barfnecht v. Town Bd. of Hollywood Tp., Carver County, 232 N.W.2d 420 (Minn. 1975).

Minn. Stat. § 160.05, subd. 2.
A.G. Op. 700-D-26 (July 2, 1952).

Barfnecht v. Town Bd. of Hollywood Tp., Carver County, 232 N.W.2d 420 (Minn. 1975).
Shinneman v. Arago Tp., 288 N.W.2d 239 (Minn. 1980).

Leeper v. Hampton Hills, Inc. 187 N.W.2d 765 (Minn 1971).

Town of Belle Prairie v. Kliber 448 N.W.2d 375 (Minn. Ct. App.1989).
Northfork Tp. v. Joffer, 353 N.W.2d 216 (Minn. Ct. App.1984).

Leeper v. Hampton Hills, Inc. 187 N.W.2d 765 (Minn 1971). *Shinneman v. Arago Tp.*, 288 N.W.2d 239 (Minn., 1980).

Town of Belle Prairie v. Kliber 448 N.W.2d 375 (Minn. Ct. App.1989).
Rixmann v. City of Prior Lake, 723 N.W.2d 493 (Minn. Ct App. 2006).

After acquisition, the easement must be recorded with the county recorder in accordance with the Minnesota Marketable Title Act.

2. Acquisition by user

A city may acquire a street by “user.” When a street or portion of a street has been used as a public street and kept in repair by the city for a continuous period of at least six years, it is deemed to be a dedicated public street by “user” under state statute. Through user a city may obtain a street to the width of the actual use, which generally includes the ditches and shoulders necessary to support and maintain the road.

However, user does not apply to streets used by the public on or running along the tracks and/or right of way of any railway company. User also does not apply to platted streets within a city or to state or federal government lands.

User acts as a form of statute of limitations for landowners whose property is crossed by publicly-used streets. A landowner who does not act to interrupt the public use and maintenance of a street during the six-year period for acquisition by user is not entitled to compensation for damages for the loss of the land. A street obtained by user will remain a city street until it is lawfully vacated, even if the street later falls into disrepair or becomes unused by the public.

a. Level of use needed to establish street by user

To establish that a street has been acquired by user, the city must prove that the public has used the street for a period of six years.

Public use may be established by showing that even a comparatively small number of people regularly used the road for six years. Use may be seasonal or recreational. The road need not be accessible to the public every day of the year.

b. Level of maintenance needed to establish street by user

In addition to use, the city must prove that it has “used and kept in repair” the street for a period of six years. The courts have determined that “used and kept in repair” is synonymous with maintenance.

The maintenance must be of a quality and character appropriate to an already existing public street. The city is not required to demonstrate that it worked every part of a street or that any particular part received attention every year of the six-year period.

RELEVANT LINKS:

Leeper v. Hampton Hills, Inc., 187 N.W.2d 765 (Minn. 1971).

Hansen v. Town of Verdi, 85 N.W. 906 (Minn. 1901).

Rixmann v. City of Prior Lake, 723 N.W.2d 493 (Minn. Ct. App.2006).

Minn. Stat. § 160.21.

Instead, the courts have emphasized that the city must demonstrate that necessary work to maintain the road was performed, even if such necessary work was minor.

In one case the court found sufficient maintenance occurred when the city demonstrated that over a six-year period it had:

- Graveled on occasion.
- Graded.
- Removed snow.
- Weeded.
- Installed culverts.

In another case, mere annual grading, and little else, demonstrated sufficient maintenance by the city.

c. User and accidental street acquisition

A 2006 case has illustrated that the low threshold of “necessary” maintenance may result in a city accidentally acquiring a street. Even when the city does not intend to acquire the road, authorized city expenditures on the road may be used as proof that the city maintained the road. This may occur even when the authorized expenditures are minimal, such as snowplowing and maintenance of city utility lines under the road.

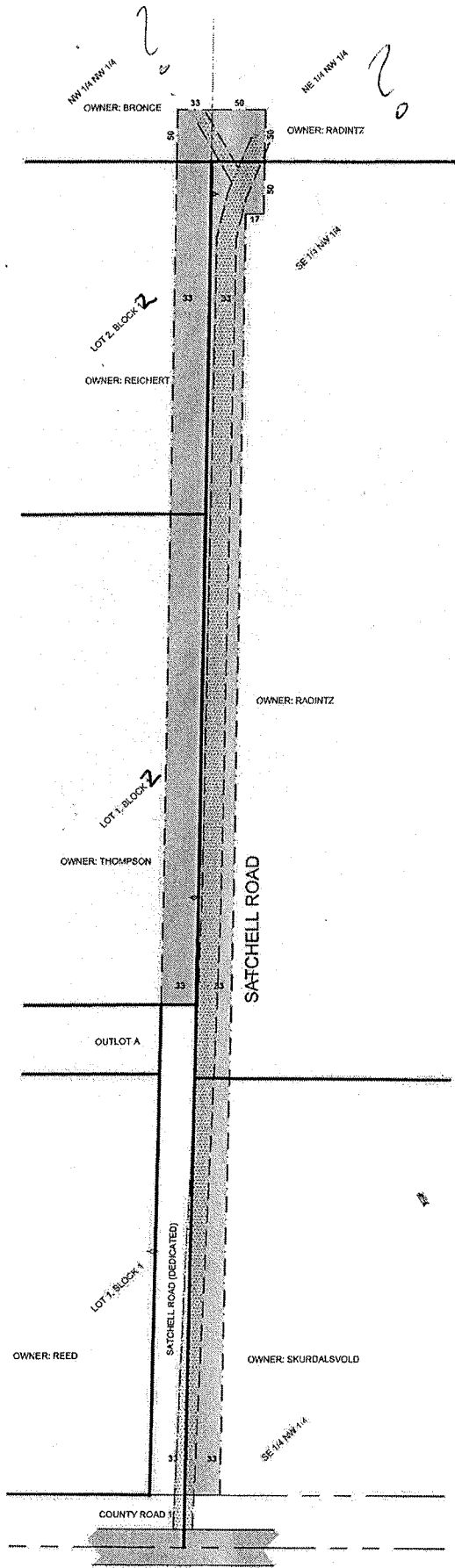
As a result, cities should carefully consider the issue of user when asked to provide any services for, or to conduct maintenance on, a private road. Such actions may result in the city acquiring the street—and its related liability and upkeep—through user.

3. Streets in unfinished and insolvent subdivisions

Due to developers facing financial difficulties, some cities find that they have incomplete subdivisions with unfinished roads that have not been formally turned over to the city. Despite the subdivision being incomplete, city residents may have already moved in. Handling snowplowing in these situations can be difficult for cities trying to balance public safety needs against legal requirements and contract agreements with the developer.

Cities may provide snowplowing services in incomplete subdivisions where the city has not formally accepted the streets from the developer. The city may provide snowplowing services without concern for the user statute in incomplete subdivisions where:

- there are five or more lots.
- the subdivision developer is unable to provide snowplowing services due to insolvency or pending foreclosure; and





March 12, 2019

Mayor Paul Allen
City of Manhattan Beach
39148 County Road 66
Manhattan Beach, MN 56442

Dear Mr. Allen,

Enclosed please find two copies of the FIRE SERVICE CONTRACT 2019-2020, which has been approved by the Crosslake City Council and executed by the Mayor, City Administrator, and Fire Chief. Please return one signed and dated copy of the contract following approval.

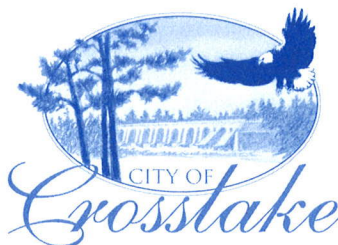
Should you have any questions regarding the proposed Fire Service Contract, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Charlene Nelson". The signature is fluid and cursive.

Charlene Nelson
City Clerk

Enclosures



CITY OF CROSSLAKE

2019 / 2020 FIRE CONTRACT

This contract is made and entered into this 1st day of April, 2019 (“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 \$317,326 equals \$11,106.41.
 - b. Eleven Thousand One Hundred Six and 41/100th Dollars (\$11,106.41) Annual Payment for the contract year, April 1, 2019 through March 31, 2020 (“Annual Payment”). Said annual payment is due, in full, on or before April 1, 2019.
 - 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, 2020 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. **Subtracting & 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.

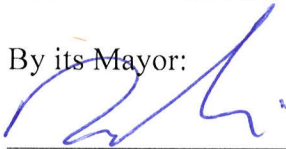
18. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

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

By its Mayor:



Signature



Print Name



Date



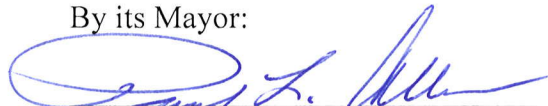
City Administrator



Fire Chief

CITY OF MANHATTAN BEACH

By its Mayor:



Signature



Print Name



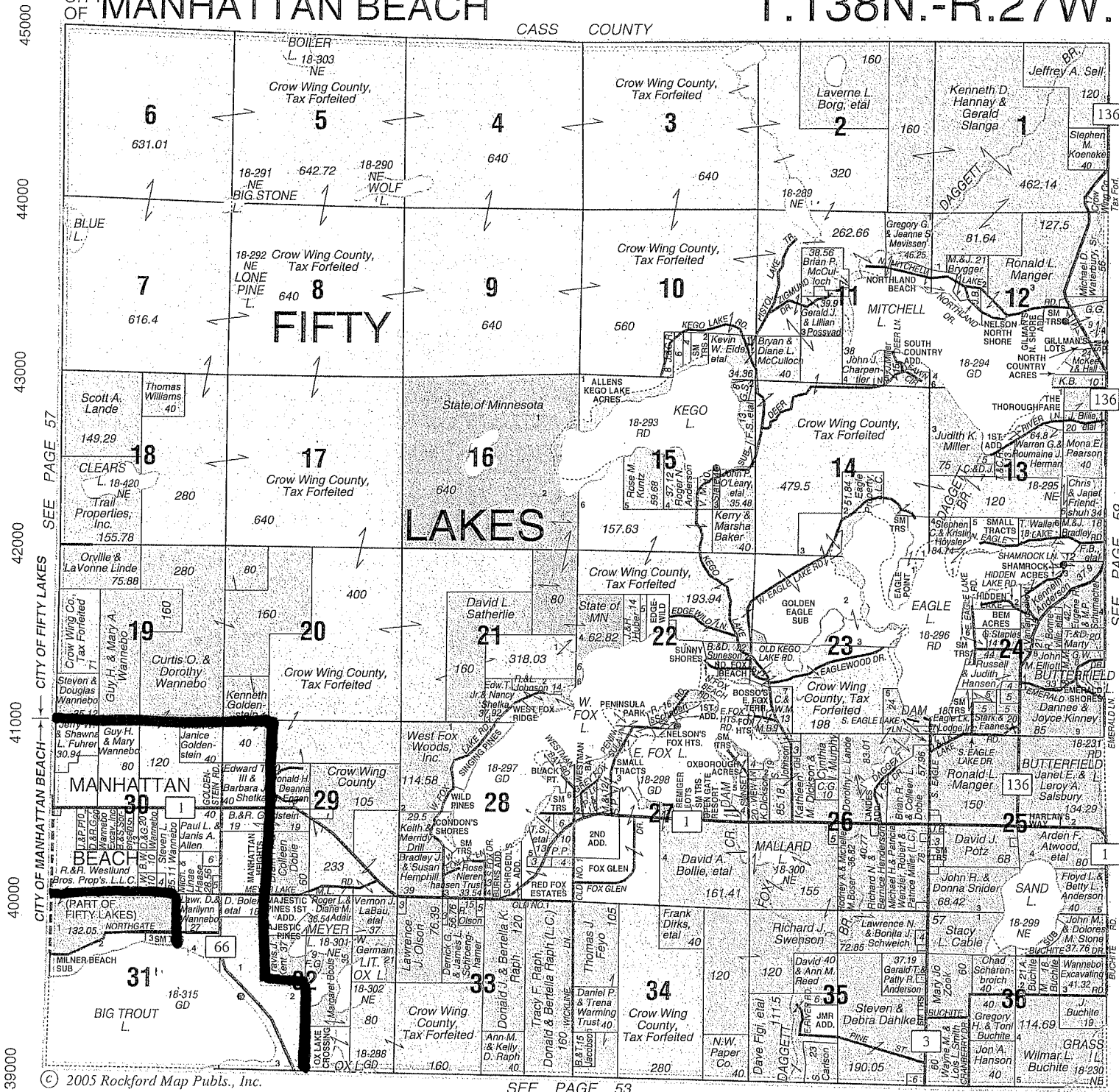
Date



Clerk

CITY OF FIFTY LAKES
CITY OF MANHATTAN BEACH
CASS COUNTY

T.138N.-R.27W.



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SEE PAGE 53

Crow Wing County, MN

11750 12750 13750 14750 15750 16750 17750



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CROSSLAKE INSURANCE AGENCY INC 13683 County Rd 103 Crosslake, MN 56442	CONTACT NAME: BRUCE GATELEY
	PHONE (A/C, No, Ext): (218)692-1136 FAX (A/C, No): E-MAIL ADDRESS: crosslakeins@crosslake.net
INSURED Crosslake City of 37028 County Rd 66 Crosslake, MN 56442	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: League of Minn Cities
	INSURER B: League of Minn Cities
	INSURER C: League of Minn Cities
	INSURER D: League of Minn Cities
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE OCCUR <input checked="" type="checkbox"/> Retro-Date 4/1/1987 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CMC 1002203	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ 2,000,000
J	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CMC 1002203	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE		MEL 1002204	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC 1002206	4/1/2019	4/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED AS RESPECTS TO CONTRACT PERIOD 4/1/2019 TO 4/1/2020

CERTIFICATE HOLDER CITY OF MANHATTEN BEACH PO BOX 808 CROSSLAKE, MN. 56442	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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