

DRAFT

MINUTES OF THE REGULAR MONTHLY MEETING
OF THE MANHATTAN BEACH CITY COUNCIL
April 3rd, 2018

The regular monthly meeting of Manhattan Beach City Council was held on Tuesday April 3rd, 2018 in the City Hall at 7pm. The following officers were present: Paul Allen-Mayor; Janis Allen, Marlene Yurek and Barb Hanson-Wannebo-Council Members; Amy Wannebo-Clerk-Treasurer; Andy Kalis-City Attorney; Pat Pickar-Crow Wing County Sheriff Department; Scott Bowers-Crow Wing Power; Don Hickman-Initiative Foundation; approximately three residents and one member of the press.

The Pledge of Allegiance was recited.

Agenda Amendments: Mayor Allen stated that Northern States Power Ordinance and Scott Bowers-Crow Wing Power should be listed as two agenda items and not one. **A motion was made by Council Member Allen and seconded by Council Member Yurek to separate that agenda item. 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: Clerk-Treasurer Wannebo asked for permission to purchase toilet paper, paper towels and trash bags. Council Member Allen stated that Clerk-Treasurer Wannebo should look into changing the debit card to a credit card, that it put the City at risk. Mayor Allen stated that the claims approval should be delayed until the Fire Contract was decided on. **A motion was made by Council Member Yurek and seconded by Council Member Allen to delay the approval of the claims until after the Fire Contract was reviewed. Motion carried.**

Communications: None.

Planning & Zoning Report: Mayor Allen read the report from Darrin Welle. Report attached.

OPEN FORUM:

Unfinished Business:

Website Review: Clerk-Treasurer Wannebo gave a quick review of the website. Mayor Allen stated that everyone could also view it on their own.

Fire Contract: Mayor Allen stated that the cost of the contract is significantly down from last year, due to the fire at Manhattan Beach Villas. He also stated that the contract was reviewed at the March meeting and that the City was just waiting for Crosslake to sign it. **A motion was made by Council Member Allen and seconded by Council Member Hanson-Wannebo to approve the Fire Contract for \$10,208.52 along with the claims list to include Crow Wing Power and purchase of the supplies requested by the Clerk-Treasurer. Motion carried.**

Check numbers 3134 through 3142 have been paid for a total amount of \$11,690.59

Fire Extinguisher: Clerk-Treasurer Wannebo read the email from Birchdale Fire & Security stating that the fire extinguisher that the City currently has no longer meets code and gave prices for a 5lb or 10lb extinguisher and explained that all fire extinguishers require annual inspection. Council Member Hanson-Wannebo asked if the Fire Department does the inspections. Clerk-Treasurer Wannebo said that the fire department does not. **A motion was made by Council Member Hanson-Wannebo and seconded by Council Member Yurek to purchase the 5lb fire extinguisher for \$59.95 plus tax. Motion carried.**

Satchell & Goldenstein Roads Update: Mayor Allen stated that there are problems with the east thirty three feet of both Goldenstein and Satchell roads. With the approval of the City Council, Mayor Allen conferred with the City attorney, Andy Kalis and they agreed that the City should contact the owners of the properties along the east thirty three feet and ask them to give the city an easement and assure them that the City would absorb any costs related to fees for these easements. City Attorney Andy Kalis stated that he could draft a letter to these property owners and that the City would also need to reach out to the mortgage companies. Andy said that a reach out from someone on the council prior to the letter would be a good idea. Mayor Allen stated that he didn't want to say anything about forcing the easements, that if property owners were not interested in giving the easements that it could be addressed at that time. **A motion was made by Council Member Yurek and seconded by Council Member Allen to have the Mayor speak with the affected property owners. Council Member Hanson-Wannebo stated that she thought the City should send a letter first. Council Member Yurek rescinded her motion, Council Member Allen rescinded her second. A motion was made by Council Member Hanson-Wannebo and seconded by Council Member Allen to have the City Attorney and the Mayor work together to create a letter from the City contacting the property owners on Satchell and Goldenstein roads. Motion carried.**

Digital Record Keeping & Record Retention Schedule: Clerk-Treasurer Wannebo stated that she looked into digital record keeping because the City is running out of space for storing records. Supporting documents attached. Council Member Allen stated that she was not in favor of digital record keeping because of ever changing technology, the possibility of permanent loss of records and the consequences related to that. She stated that she is all for paper and digital record keeping. Council Member Hanson-Wannebo stated that she agreed with Council Member Allen. Mayor Allen stated that the City had looked into doing this ten or so years ago. He couldn't be certain but thought that the City of Crosslake got a quote of around \$25,000.00 to have their records converted from paper to digital, a city of our size can't afford that. Council Member Yurek stated that it would be a big risk to go strictly digital. Clerk-Treasurer Wannebo stated that the City should at least adopt a records retention schedule should the City want to get rid of any old records. **A motion was made by Council Member Hanson-Wannebo and seconded by Council Member Allen that the City does not go with digital and keep all paper. Motion carried.**

LMCIT Workers Comp.: Mayor Allen stated that the City is required to have workers comp and that we need to decide between a regular or deductible plan. Clerk-Treasurer Wannebo explained that Mikael Christenson from Christenson Agency advised against the deductible plan. Mayor Allen wanted to know why the City is being charged a premium for Municipal Employees when the City doesn't have any. **A motion was made by Council Member Allen and seconded by Council Member Hanson-**

DRAFT

Wannebo for Clerk-Treasurer Wannebo to contact Janna with the LMCIT and ask why we're being charged for municipal employees. Motion carried.

Fire Works @ Manhattan Beach Lodge: Council Member Yurek explained that this topic was discussed last year after July 4th because fireworks were being shot off the docks of Manhattan Beach Lodge. She expressed her concern stating that it was a nuisance and hazard, in years past there have been burn holes in garage roof shingles and boat covers. City Attorney Kalis stated that he could look into an ordinance but enforcement would be a problem. Pat Pickar from Crow Wing County Sheriff's department stated that the sheriff's department cannot enforce an ordinance created by the City because it doesn't have its own police. The City could contract with a neighboring police department. He also stated that Manhattan Beach Lodge doesn't have control over the actions of individuals.

OPEN FORUM:

New Business:

USB Extender & Micro SD Card for Recorder: price sheet attached. Clerk-Treasurer Wannebo stated that an extender was needed because the face of the hard drive was not flush with the UBS port and that the micro SD card would allow for more storage space on the recorder. **A motion was made by Council Member Allen and seconded by Council Member Yurek to purchase the USB Extender and the Micro SD Card. Motion carried.**

Flag Purchase: Clerk-Treasurer Wannebo stated that she got prices lists from two different flag companies, those lists are attached and she spoke with the City of Crosslake who said that their flags last anywhere from six months to one year, they use the PolyExtra material. She also spoke with First National Bank who said their current flag has been up since July 2017. **A motion was made by Council Member Allen and seconded by Council Member Hanson-Wannebo to purchase a 3x5 poly extra flag from Red River Flag Co.** Clerk-Treasurer Wannebo suggested that the City purchase at least two flags so that once a flag started to break down that it could immediately be replaced. Mayor Allen thought we should wait to see how it holds up. **Motion carried.**

City Planning: Kevin Larson & Don Hickman-Initiative Foundation: Kevin stated that it has been about twenty years since the City has done a community planning and that a lot has changed, the population has increased, a new school is being built down the road and construction is up. He stated that it's time to do another planning session, where do we as a community see the City going. Don Hickman from the Initiative Foundation gave a brief history of the foundation and explained that the Initiative Foundation helps to provide grant dollars and will help to facilitate this event. Kevin stated that he wants to literally invite all property owners to take part in their community. He suggested a breakfast on a Saturday morning after Memorial Day. Mayor Allen stated that the City is only one and a half square miles and that it is difficult to get input. Council Member Allen asked if the City could send out a questionnaire to see if there was interest in doing a community planning event. Council Member Hanson-Wannebo said that if Kevin wanted to do the work to go ahead and apply for the grant. Clerk-Treasurer Wannebo agreed. **A motion was made by Council Member Hanson-Wannebo and seconded by Council Member Yurek to have Kevin Larson apply for the grant. Motion carried.**

DRAFT

Northern States Power Ordinance: Previous ordinance attached. Mayor Allen stated that Northern States Power has contacted us to let us know that the ordinance is up for renewal in March of 2019, we will need them to attend a meeting to discuss this and review a proposed ordinance. He also stated that he would like clarification on the surcharge area of the ordinance and that the process should start now. **A motion was made by Council Member Allen and seconded by Council Member Yurek to invite Northern State Power to a future council meeting. Motion carried.**

Scott Bowers-Crow Wing Power: Scott stated that his visit is a courtesy call to let the surrounding communities know that Crow Wing Power is applying for a conditional use permit for a communication tower located in Timothy Township at their substation. He expressed that written support for this tower would be greatly appreciated. Mayor Allen stated that the City could not write a letter of support but that individuals were free to do so. Supporting documents attached.

A motion was made by Council Member Allen and seconded by Council Member Yurek to adjourn the meeting. Motion carried.

The meeting was adjourned at 8:50pm.

Clerk-Treasurer Amy Wannebo

Mayor/Council Member

For the payroll period ending: 04/03/2018

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41425-101		Wannebo, Amy	577.19
Account Total			577.19

Unallocated due to rounding

\$0.00

Total For Period

\$577.19

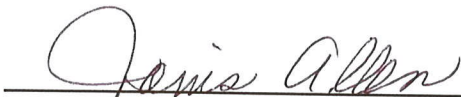


Barbara A Hanson-Wannebo

City Council/Town Board



Date

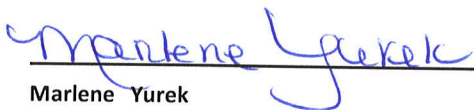


Janis A Allen

City Council/Town Board



Date



Marlene Yurek

City Council/Town Board



Date


Date Range : 2/15/2018 To 3/15/2018

<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>
03/15/2018	Crow Wing Power	February 2018 service	3133	\$234.00	100-41940-381-	General Government Buildings and Plant	\$234.00

Total For Selected Claims

\$234.00

\$234.00

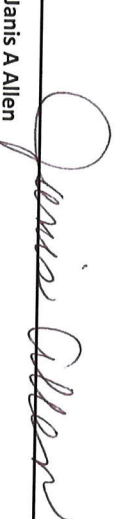


Barbara A Hanson-Wannebo

City Council/Town Board



Date



Janis A Allen

City Council/Town Board



Date



Marlene Yurek

City Council/Town Board



Date

For the Period : 3/7/2018 To 4/3/2018

<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	\$301,118.47	\$0.00	\$11,213.59	\$289,904.88	\$0.00	\$10,979.59	\$300,884.47
Road and Bridge	\$499.62	\$0.00	\$540.00	(\$40.38)	\$0.00	\$540.00	\$499.62
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	\$309,622.55	\$0.00	\$11,753.59	\$297,868.96	\$0.00	\$11,519.59	\$309,388.55

Date Range : 3/3/2018 To 4/3/2018

<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>
04/03/2018	City of Crosslake	2018/2019 FIRE CONTRACT	3134	\$10,208.52	100-42210-310-	Fire Administration	\$10,208.52
04/03/2018	Hanson Property Services LLC	snow plowing 2/2, 2/20, 2/23, 2/25, 3/6	3135	\$540.00	201-43125-106-	Ice and Snow Removal	\$540.00
04/03/2018	National Joint Powers Alliance	P&Z services for February 2018	3136	\$25.00	100-41910-106-	Planning and Zoning	\$25.00
04/03/2018	Frandsen Bank	safe deposit box annual fee	3137	\$45.00	100-41001-206-	General Government	\$45.00
04/03/2018	Crow Wing County- Land Services	2018 Property Taxes	3138	\$15.00	100-41001-301-	General Government	\$15.00
04/03/2018	Crosslake Communications	April 2018 internet	3139	\$72.13	100-41940-321-	General Government Buildings and Plant	\$72.13
04/03/2018	Pequot Lakes Sanitation	04/01-06/30/18 trash services	3140	\$36.75	100-41940-384-	General Government Buildings and Plant	\$36.75
Total For Selected Claims				\$10,942.40			\$10,942.40

CITY OF MANHATTAN BEACH
** FINAL RATES

CITY CALCULATIONS

02-Apr-18

CITY OF MANHATTAN BEACH

PREV TIF:

0

PAYABLE 2018

Population
59

LGA Relief
Rate: 0.000%

INITIAL TAX CAPACITY:	291,672
less TIF Value:	0
TAXABLE TAX CAPACITY	291,672

PREV TAXABLE MV: 26,808,899
PREV TC: 296,587
PREV LEVY: 70.000

-1.9%
-1.7%
0.0%

REF MV: 11,686,100
TAX MV: 26,304,232
EST MV: 26,823,000
NEW CONST: 134,400

PREV RATE:

23.602%

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	59,999.85	20.571%
35	ROAD FUND	5,000	0	0	5,000	0	5,000	4,999.26	1.714%
87	BUILDING FUND	5,000	0	0	5,000	0	5,000	4,999.26	1.714%
	TOTAL	70,000	0	0	70,000	0	70,000	69,998.37	23.999%

CITY OF MANHATTAN BEACH

CROW WING COUNTY TAX RATES FOR TAXES PAYABLE IN THE YEAR 2018

02-Apr-18 (Print Date)

*** 2018 FINAL TAX RATES Page 1

TOWNSHIP	SCHOOL & STD	NTC RATE	MV RATE	FISC DISP RATE	TOWNSHIP	SCHOOL & STD	NTC RATE	MV RATE	FISC DISP RATE	CITY	SCHOOL & STD	NTC RATE	MV RATE	FISC DISP RATE		
Bay Lake	181F1HD	66.968%	0.14002%		Little Pine	182HD	77.617%	0.09803%	18.410%	Baxter	181	108.230%	0.14002%			
	181F2HD	67.374%	0.14002%			Long Lake	181	74.472%	0.14002%			Brainard	181	134.954%	0.14002%	
	182F1HD	57.671%	0.09803%	38.621%		Maple Grove	181	66.848%	0.14002%			181RSD	108.665%	0.14002%		
	182F2HD	58.077%	0.09803%	27.407%		Mission	182	64.841%	0.09803%		30.977%	186	87.679%	0.11879%		
Center	181	72.969%	0.14002%		Nokay Lake	186	62.138%	0.11879%		Breezy Point	186	150.294%	0.09803%	21.655%		
	182	63.672%	0.09803%	29.980%		181	85.991%	0.14002%			Crosby	182HD	68.086%	0.12916%		
Crow Wing	181	86.604%	0.14002%		Oak Lawn	182	76.694%	0.09803%	29.507%	Crosslake	2174	76.600%	0.09803%	39.044%		
	181	77.509%	0.14002%			181	75.985%	0.14002%			186	73.897%	0.11879%			
Daggett Brook	484	69.348%	0.17065%		Pelican	182	66.688%	0.09803%	6.863%	Cuyuna	182HD	109.723%	0.09803%	15.907%		
	001HD	55.456%	0.13663%	29.128%		182	59.487%	0.09803%	21.608%		182HD	139.211%	0.09803%	23.144%		
Fairfield	182HD	66.559%	0.09803%		Perry Lake	186	56.784%	0.11879%		Deerwood	182HD	90.227%	0.09803%	31.616%		
	186	69.786%	0.09803%	34.676%		186DET	60.903%	0.11879%			182HD	63.533%	0.12916%			
Fort Ripley	181	67.063%	0.11879%		Perry Lake	182HD	60.737%	0.09803%	29.806%	Fort Ripley	181	84.386%	0.14002%			
Gall Lake	2174	48.520%	0.12916%		Platte Lake	181	74.150%	0.14002%		Garrison	181SD	149.828%	0.14002%			
Garrison	181	76.691%	0.14002%		Rabbit Lake	484	65.989%	0.17065%		Ironton	182HD	154.994%	0.09803%	29.388%		
	181SD	99.284%	0.14002%			001HD	65.954%	0.13663%	29.826%		186	101.557%	0.11879%			
Ideal	480	71.695%	0.12342%		Roosevelt	182HD	77.055%	0.09803%	16.121%	Manhattan Beach	2174	62.997%	0.12916%			
	480SD	94.288%	0.12342%			181	80.809%	0.14002%			181	88.386%	0.14002%			
Irondale	2174	49.721%	0.12916%		Ross Lake	480	75.813%	0.12342%		Pequot Lakes	186	76.386%	0.11879%			
	186	55.532%	0.11879%			001HD	47.259%	0.13663%	20.210%		182HD	103.182%	0.11879%			
Jenkins	186DET	59.651%	0.11879%		St. Mathias	182F1	58.360%	0.09803%	21.348%	Riverton	182HD	89.004%	0.09803%	13.536%		
Lake Edward	182HD	92.996%	0.09803%		Timothy	482	81.639%	0.14002%		Trommald	182HD	89.424%	0.09803%	18.704%		
	2174	50.821%	0.12916%			186	77.910%	0.18159%								
186	56.632%	0.11879%		Wolford	2174	45.563%	0.12916%	20.977%	Unorg-Dean Lake	001HD	71.956%	0.13663%	20.461%			
	181	65.645%	0.14002%			182HD	65.514%	0.09803%			181	67.978%	0.14002%			
182	56.348%	0.09803%	11.108%	Unorg-1st Assmt	181	67.978%	0.14002%									
186	53.645%	0.11879%														

CROW WING COUNTY TAX RATES FOR TAXES PAYABLE IN THE YEAR 2018

02-Apr-18 (Print Date)

COUNTY RATES:

Generally	31.741%
City of Baxter	31.739%
City of Brainerd general	31.030%
Brainerd Rural Service Dist	31.123%
City of Crosby	30.830%
City of Deerwood	31.668%
City of Ironton	30.875%

CITY RATES:

Baxter	51.423%
Brainerd Generally	77.420%
Brainerd Rural Service Dist	50.886%
Breezy Point	42.870%
Crosby	103.187%
Crosslake	29.088%
Cuyuna	61.128%
Deerwood	90.776%
Emily	41.632%
Fifty Lakes	23.452%
Fort Ripley	27.577%
Garrison	70.426%
Ironton	108.297%
Jenkins	56.748%
Manhattan Beach	23.999%
Nisswa	31.577%
Pequot Lakes	57.140%
Riverton	40.409%
Trommald	40.829%

SCHOOL DISTRICT RATES:

ISD 181 general	24.833%
ISD 181, in Brainerd general	24.645%
ISD 181, in Brainerd RSD	24.797%
ISD 182 general	15.536%
ISD 182, in Crosby only	15.060%
ISD 182, in Deerwood City only	15.449%
ISD 182, in Ironton only	14.504%
ISD 186	12.833%
ISD 001	4.435%
ISD 2174	7.022%
ISD 480	19.837%
ISD 482	21.104%
ISD 484	16.672%

NTC RATES

MKT VAL RATES

SPECIAL TAXING DISTRICT (STD) RATES:

Region 5 (countywide)	0.134%
County HRA (applies to all ex. Brainerd, Crosby, Pequot)	0.101%
Cuyuna Hospital Dist (H-D)	1.083%
City of Brainerd HRA	1.725%
City of Pequot Lakes HRA	1.334%
Garrison-Kathio-West Mille Laacs Sewer Dist. (SD)	22.593%

Area-wide Rate Iron Range Fiscal Disparities:

1.617%

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 \$260,000 Ag MV)	

State General Tax Rate:
Applied to Comm Ind 43.865%
Applied to Seas Rec Res/Seas Com 20.779%

COMPONENTS OF TOTAL RATES EXAMPLE:

City of Brainerd general =
31.030% + 77.420% + 24.645% + 0.134% + 1.725% = 134.954%

*** 2018 FINAL TAX RATES

TOWNSHIP RATES:

Bay lake Fire Dist 1	9.076%
Bay lake Fire Dist 2	9.482%
Center	16.160%
Crow Wing	29.795%
Daggett Brook	20.700%
Deerwood	17.964%
Fairfield	21.191%
Fort Ripley	7.867%
Gail Lake	9.522%
Garrison	19.882%
Ideal	10.723%
Irondale	44.401%
Jenkins	11.823%
Lake Edward	8.836%
Little Pine	29.022%
Long Lake	17.663%
Maple Grove	10.039%
Mission	17.329%
Nokay Lake	29.182%
Oak Lawn	19.176%
Pelican	11.975%
Perry Lake	12.142%
Platte Lake	17.341%
Rabbit Lake	28.460%
Roosevelt	24.000%
Ross Lake	10.848%
St. Mathias	24.830%
Timothy	6.565%
Wolford	16.919%
Unorganized - Dean lake	34.462%
Unorganized - 1st Assmt	11.169%

TOTAL RATES BY DISTRICT ON REVERSE SIDE

www.njpacoop.org



April 2, 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: April Report

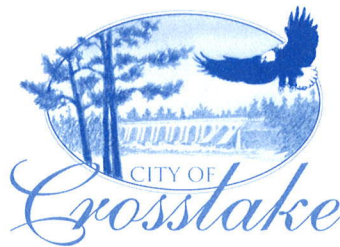
Mayor and City Council,

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

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



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

By its Mayor:

Patty Norgaard
Signature

Patty Norgaard
Print Name

3.14.18
Date

Mitchell R. Lyons
City Administrator

[Signature]
Fire Chief

CITY OF MANHATTAN BEACH

By its Mayor:

[Signature]
Signature

PAUL L. ALLEN
Print Name

APRIL 3, 2018
Date

[Signature]
Clerk

Amy Wannebo

From: Jerry Gibbons <jerrygibbons52@gmail.com>
Sent: Tuesday, April 3, 2018 9:29 AM
To: amy@manhattanbeachmn.org
Subject: FW: Fire extinguisher

From: Jerry Gibbons <jerry@birchdalefireandsecurity.com>
Date: Tuesday, April 3, 2018 at 9:27 AM
To: <amy@manhattanbeachmn.org>
Subject: FW: Fire extinguisher

From: Jerry Gibbons <jerry@birchdalefireandsecurity.com>
Date: Thursday, March 29, 2018 at 11:24 AM
To: <amy@manhattanbeachmn.org>
Cc: Dan Shelstad <dan@birchdalefireandsecurity.com>
Subject: Fire extinguisher

Amy,

Your current fire extinguisher was made in 1971, which no longer meets code (age & color).

To replace it with a new 5lb extinguisher would be \$59.95 plus tax and would have current inspection tag till next year. If you wanted a 10lb extinguisher it would be \$79.95 plus tax. Your old one was a 10lb.

Annual inspection cost would be \$5 per extinguisher plus minor service call \$20.

All fire extinguishers require annual inspections and at 6 & 12 year intervals will require more detailed inspections/testing.

Let me know what you decide.

Jerry Gibbons
Birchdale Fire & Security, LLP
Lic#: TS000795
Office: 218-692-3473 Ext 2

jerry@birchdalefireandsecurity.com



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Award winning Silent Knight/Farenhyt Engineered Systems Distributer

Amy Wannebo

From: Onafowokan, Hakeem <HOnafowokan@lmc.org>
Sent: Wednesday, February 21, 2018 4:10 PM
To: Amy Wannebo
Subject: RE: record keeping

Hello Amy,

Thank you for reaching out.

In terms of government records, cities are not required to keep meeting minutes in paper form. These types of records can be stored electronically, if the city decides it's best. The same state laws that govern creation, retention, destruction, and access to paper government records govern management of electronic records as well. Cities have the same duties to maintain government records in electronic format as they do with paper records, including following the city's records retention schedule when disposing of electronic government records and complying with the Minnesota Government Data Practices Act. Starting on page 16 of this Handbook Chapter, you will find information on recordkeeping and electronic records: <https://www.lmc.org/media/document/1/recordsmanagement.pdf?inline=true>.

Under state law, cities are required to dispose of records in a specific manner, and can only dispose of records pursuant to an approved records retention schedule. So we do strongly recommend every city have a record retention schedule. Most cities adopt the general records retention schedule for cities, which can be found here: http://www.mcfoa.org/vertical/sites/%7B067FFB58-E3CD-42BA-9FB1-11EFC7933168%7D/uploads/Retention_Schedule_2017_FINAL.pdf (rules on how to adopt this schedule is found on page 3).

In addition, the State Archives Department of the Minnesota Historical Society has published an educational resource titled Managing Your Government Records: Guidelines for Archives and Agencies. The manual is designed to assist local governments and county and local historical societies. It is a comprehensive introduction to basic archival principles and practices. This may be a helpful resource for you as well.

I hope this information is helpful and clarifies things for you.

Please let me know if I can provide any further assistance.

Best,

Hakeem Onafowokan | Staff Attorney

Tel: 651.281.1225

honafowokan@lmc.org | www.lmc.org

League of Minnesota Cities

145 University Avenue West | St. Paul, MN 55103

Connecting & Innovating since 1913

Please note, this information is not legal advice. Consult with your city attorney concerning specific legal situations.

From: Amy Wannebo [mailto:amy@manhattanbeachmn.org]

Sent: Wednesday, February 21, 2018 3:25 PM

Amy Wannebo

From: Mikael Christenson <mikael@christensonagency.com>
Sent: Monday, April 2, 2018 2:44 PM
To: Amy Wannebo
Subject: Fw: Quote for LMCIT Workers' Comp Coverage: City of Manhattan Beach
Attachments: Manhattan Beach.pdf

Importance: High

Hi Amy,

Attached is the quote for the work comp. Looks pretty straight forward. The League is wanting to know if you want to add a deductible option for a slight discount. It's slight enough that I don't think adding a deductible will make that much sense. Please review the attachment, select the option, and return to me. Give me a call if you have any questions. [Regular Premium Option = no deductible added]
Thank you!

Mikael Christenson
Christenson Agency
218-534-3115

From: Berge, Janna
Sent: Monday, March 26, 2018 12:44 PM
To: amy@manhattanbeachmn.org
Cc: Mikael Christenson
Subject: Quote for LMCIT Workers' Comp Coverage: City of Manhattan Beach

It's time to select your premium option for the upcoming year of workers' compensation coverage for the City of Manhattan Beach. In the past, this information had been sent by U.S. mail, but we are now sending this information to agents and members via email.

What you need to do

- Review the information in the attached quote for workers' compensation coverage (this attachment is not an invoice, no need to send payment)
- Select your premium option(s) and submit your completed form 15 days prior to your current coverage's expiration to LMCIT Underwriting Technician Janna Berge:

Email: jberge@lmc.org

Fax: (651) 281-1298 (Attn: Janna Berge)

Mail: League of Minnesota Cities Insurance Trust, Attn: Janna Berge, 145 University Ave. W., St. Paul, MN 55103

Note: If you do not make a premium selection 15 days before your current coverage's expiration, your coverage will be automatically renewed with your coverage selection from last year, unless the member or agent sends a written request not to renew coverage.

Special notes for renewals January 1, 2016 and after:

- Elected and appointed officials of covered entities will be considered "employees" for the purposes of workers' compensation unless the member directs LMCIT to decline such coverage. This is a change from the previous practice where elected and appointed officials were not considered "employees" unless the member affirmatively elected that option and passed a resolution or ordinance reflecting that intent. Acceptance of the

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of Less than \$25,000

MANHATTAN BEACH, CITY OF
39148 COUNTY RD 66
MANHATTAN BEACH, MN 56442-2107

Agreement No.: WC 1005082_Q-1
Agreement Period:
From: 03/01/2018
To: 03/01/2019

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
----------------------------	-------------	-------------	------------------------------	----------------------------

SEE ATTACHED SCHEDULE FOR DETAILS

	Manual Premium	173
Credit/Debit Plan	1.00	0
	Standard Premium	173
Deductible Credit	0.00%	0
	Premium Discount	0
	Net Deposit Premium	200

Agent:
00944 Christenson Agency Inc
Po Box 457
Deerwood, MN 56444-0457

Notice of Premium Options for Standard Premiums of Less than \$25,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

NET DEPOSIT PREMIUM

1. ☐ **Regular Premium Option**

200

2. ☐ **Deductible Premium Option**

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 173. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	<u>Deductible per Occurrence</u>	<u>Premium Credit</u>	<u>Credit Amount</u>	<u>Net Deposit Premium</u>
<input type="checkbox"/>	\$250	1.00%	-2	171
<input type="checkbox"/>	\$500	1.80%	-3	170
<input type="checkbox"/>	\$1,000	2.90%	-5	168
<input type="checkbox"/>	\$2,500	5.50%	-10	163
<input type="checkbox"/>	\$5,000	7.50%	-13	160
<input type="checkbox"/>	\$10,000	11.00%	-19	154
<input type="checkbox"/>	\$25,000	17.50%	-30	143
<input type="checkbox"/>	\$50,000	23.00%	-40	133

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature

Title

Date

**Notice of Premium Options for Standard Premiums of Less than \$25,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

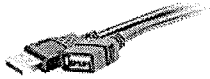
<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST. PREM</u>
7,500	0.72	8810	CLERICAL OFFICE EMPLOYEES NOC	54
7,900	0.55	9410	MUNICIPAL EMPLOYEES	43
18,200	0.42	9411	ELECTED OR APPOINTED OFFICIALS	76
Manual Premium				173

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Delivery
Estimated delivery 3-5
business days To 55401
Same Day Delivery
Not available to 55401
Store Pickup Not Available

Unit Price

\$3.99 each

Qty.

1

Subtotal

\$3.99



Lexar® High Performance MicroSD
High Capacity Card With 20Mbps
Write Speed, 32GB
Item # 174758

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Estimated arrival Mar 30 To
55401
Same Day Delivery
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3 Available

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\$19.99 Sale

1

\$19.99



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1.800.463.3768

Order summary

Items (2) Subtotal \$23.98

Delivery \$9.95

Estimated Sales Tax \$2.72

Are you tax exempt?

Estimated Total \$36.65

You are saving \$15.00 on this order.

Falls Flag Source

218-963-1502

Nisswa, MN

Nylon

2x3 \$17

3x5 \$25

4x6 \$36

5x8 \$55

PolyExtra

2x3 N/A

3x5 \$47

4x6 \$63.20

5x8 \$100

PolyExtra recommended by First National Bank of Crosslake. Theirs is still hanging from last July.



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City of Crosslake
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3732 10th Avenue South Moorhead MN 56560 (218) 443-0065 1-800-232-6169
Fax (218) 512-0703 redriverflags@gmail.com

2018 Price List

U.S. Nylon Flags

		<u>6+</u>
2x3	\$16	\$15
3x5	\$22	\$19
4x6	\$32	\$30
5x8	\$42	\$40
		<u>3+</u>
6x10	\$63	\$60
8x12	\$120	\$113
10x15	\$180	\$170
12x18	\$230	\$220
15x25	\$370	\$355
20x30	\$500	\$480
20x38	\$600	\$570
30x50	\$1175	\$1130
30x60	\$1350	\$1275

U.S. PolyExtra Flags

		<u>6+</u>
2x3	N/A	N/A
3x5	\$26	\$24
4x6	\$38	\$36
5x8	\$55	\$50
		<u>3+</u>
6x10	\$80	\$75
8x12	\$145	\$135
10x15	\$220	\$210
12x18	\$285	\$270
15x25	\$470	\$445
20x30	\$700	\$670
20x38	\$830	\$795
30x50	\$1550	\$1460
30x60	\$1750	\$1675

Military Flags

2x3	\$25
3x5	\$25
4x6	\$55
5x8	\$75

Canada

3x5	\$35
4x6	\$50
5x8	\$75
6x10	\$160
8x12	\$240

State Flags

	<u>6+</u>
2x3	\$24 \$22
3x5	\$28 \$26
4x6	\$50 \$47
5x8	\$75 \$70
6x10	\$160 \$150
8x12	\$250 \$240

*Except OR & WA

POW/MIA

Double Sided

2x3	\$30
3x5	\$40
4x6	\$50
5x8	\$80
6x10	\$150

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Residential/Commercial/Telescoping Flagpoles
Flagpole Parts/Flag Repair
Contact us for Custom Flag Pricing
Pricing can change without notice

Made in the USA

The Initiative Foundation awards about \$1 million annually in grants to qualifying organizations in Central Minnesota.

The Initiative Foundation makes grants for projects and programs that advance its mission to **Empower People to Build Thriving Communities and a Vibrant Region across Central Minnesota**. These funds are made available through the following opportunities:

- **Partner Funds:** The majority of the Foundation's grantmaking is funded by donor-advised or community-based [Partner Funds](#). Each fund has specific priority areas and varying granting schedules.
- **Program Grants:** The Foundation also awards a limited number of grants "by invitation only" in support of core programming in [community](#) , [economic](#) and [early childhood development](#).
- **Innovation Funds:** Innovation grants support start-up or capacity-building projects across the 14 counties of Central Minnesota. The Innovation Fund accepts applications on an ongoing basis. Quarterly awards are made through a competitive review process. Refer to the [2018 Innovation Fund Review Schedule](#) for dates.

Grant Guidelines

2018 Innovation Fund Grant Opportunities

The Initiative Foundation makes grants for projects and programs that advance its mission to **Empower People to Build Thriving Communities and a Vibrant Region across Central Minnesota**.

Eligibility

Grant applicants must be 501(c)(3) nonprofits, school districts, or local units of government that serve the people and communities in Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, and/or Wright counties. Funding requests for use outside of this area will not be considered. Individuals are not eligible to apply for grant funds.

Innovation Fund Grant Priorities

Innovation Fund grants seldom exceed \$5,000, and generally fund 50 percent or less of the total program/project budget. We typically receive three to four times more applications than we can fund, so our process is highly competitive. Priority consideration is given to projects that have local financial support. The Initiative Foundation also strives to allocate our grant resources around our entire region, so geographical diversity is a consideration in our review.

Innovation Fund grants are intended to support start-up or capacity-building projects which address at least one of the following priorities:

- Help small businesses and social enterprise ventures through access to technical assistance, mentorship, succession planning, and education efforts. The Foundation is especially interested in supporting minority business ownership and/or job creation in areas of concentrated poverty.
- Help communities address opportunities or barriers to business growth and creation or retention of quality jobs.
- Support activities or strategies to address workforce shortages in communities within our region that lead to improved skills, access to employment opportunities or advancement in growing sectors.
- Support community-based early childhood efforts that advance literacy and school readiness, particularly in communities not served by one of our existing [Early Childhood Coalitions](#).
- Support strategic planning, fund development, board training or other capacity-building initiatives for nonprofits that have a core focus on poverty.
- Support activities that cultivate new and emerging community and philanthropic leaders working and living in our region.

- Support activities by communities and nonprofits to engage new and emerging leaders interested in serving on civic, community or nonprofit boards.
- Support innovative community planning, design and engagement strategies to help attract and retain skilled workers and young families.

To discuss whether your project fits with these priorities, you are welcome to contact the Grants Assistant at (320) 631-2014 or by email grants@ifound.org.

Ineligible Expenses

The following expenses are ineligible and will not be considered for Innovation funding:

- Grants or reimbursements to individuals and businesses.
- Expenses incurred prior to the receipt of a grant award.
- Capital expenses (e.g., buildings, equipment, vehicles, etc.).
- Programs or projects that DO NOT directly benefit residents in the Initiative Foundation's 14 county service area.
- Replacement of or substitution for government funding.
- Religious activities.
- Lobbying or campaigning for a candidate, issue or referendum vote.
- Development or purchase of school curriculum or support for school athletic programs.
- Out of state travel.
- Arts, health-related and media production applications are discouraged unless they directly address at least one of the priorities listed on the previous page.

Application Process

Applications

Qualified organizations interested in applying to the Initiative Foundation are required to complete an online application. Applications are accepted on an ongoing basis and are reviewed quarterly

The Foundation reserves the right to decline a request for any reason including a history of inappropriately spending or closing out previously awarded funds within the allotted time. If approved, applicants are notified by email and grants will be awarded.

2018 Innovation Fund Review Schedule

Application Deadline: Notification of approval or denial:

Jan. 12	Jan. 26
April 6	April 27
July 13	July 31
Oct. 5	Oct. 26

Questions?

The Initiative Foundation strives to treat applicants with courtesy and respect. Staff members are sensitive to varying levels of experience in completing applications and encourages open communication with applicants needing additional assistance.

For assistance please contact us:

Email: grants@ifound.org

Mail: 405 First Street SE, Little Falls, MN 56465

Phone: (320) 632-9255 or toll free (877) 632-9255

Staff support is typically available from 7:30 a.m. to 4:30 p.m. Monday through Thursday and from 7:30 a.m. to 2 p.m. Friday.

CITY OF MANHATTAN BEACH, CROW WING COUNTY, MINNESOTA

ORDINANCE NO. 94-1

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSE OF INSTALLING, ENLARGING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF MANHATTAN BEACH, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO SAID CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH SAID CITY, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF SAID CITY FOR SUCH PURPOSE.

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CROW WING COUNTY, MINNESOTA, DOES ORDAIN:

Section 1. There be and hereby is granted to Northern States Power Company, a Minnesota corporation, its successors and assigns, hereinafter referred to as "Company", for a period of 25 years from the date hereof, the right and privilege of erecting a gas distribution system in the City of Manhattan Beach, Crow Wing County, Minnesota, hereinafter referred to as "City", and using the public ways and public grounds of City for the purpose of installing, operating, repairing, and maintaining, in, on, over, under, and across the same, all gas pipes, mains, and appurtenances, usually, conveniently, or necessarily used in connection therewith, for the purpose of the transmission of gas, or the distribution of gas, for public and private use within the limits of City as its boundaries exist or as they may be extended in the future, and for the purpose of transmitting gas into and through the City. Company may also do all reasonable things necessary or customary to accomplish these purposes subject, however, to the further provisions of this franchise. "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.

Section 2. The gas transmission or distribution service to be provided and the rates to be charged by Company for service in the City shall be subject to the jurisdiction of the Public Utilities Commission of this State. Company shall provide reasonably efficient and adequate service to members of the public within the City who apply for such service in accordance with the rules and regulations of Company. To enable the Company to extend its distribution facilities for providing gas services to new customers of the Company in the City, City agrees that Company may impose a surcharge on the bills of its customers located in the City in accordance with rates approved, or regulations issued, by the Commission.

Section 3. The Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the gas facilities located in the City. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, the Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

Section 4. The City shall give the Company at least two weeks prior written notice of a proposed vacation of a public way. Except where required solely for a City improvement project, the vacation of any public way, after the installation of gas facilities, shall not operate to deprive Company of its rights to operate and maintain such gas facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to the Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

Section 5. Company shall have full right and authority to assign to any person, persons, firm, or corporation all the rights conferred upon it by this Ordinance, provided that the assignee of such rights, by accepting such assignment, shall become subject to the terms and provisions of this Ordinance.

Section 6. Company shall, if it accepts this Ordinance and the rights and obligations hereby granted, file a written acceptance of the rights hereby granted with

the City Clerk within ninety (90) days after the final passage and any required publication of this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage, any publication required by law, and acceptance by Company.

Section 8. Where a provision of any other Ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

Section 9. Any notice to Company required under this Ordinance, shall be mailed to the President, Gas Utility, 825 Rice Street, St. Paul, Minnesota, 55117. Notice to City shall be mailed to the CITY CLERK.

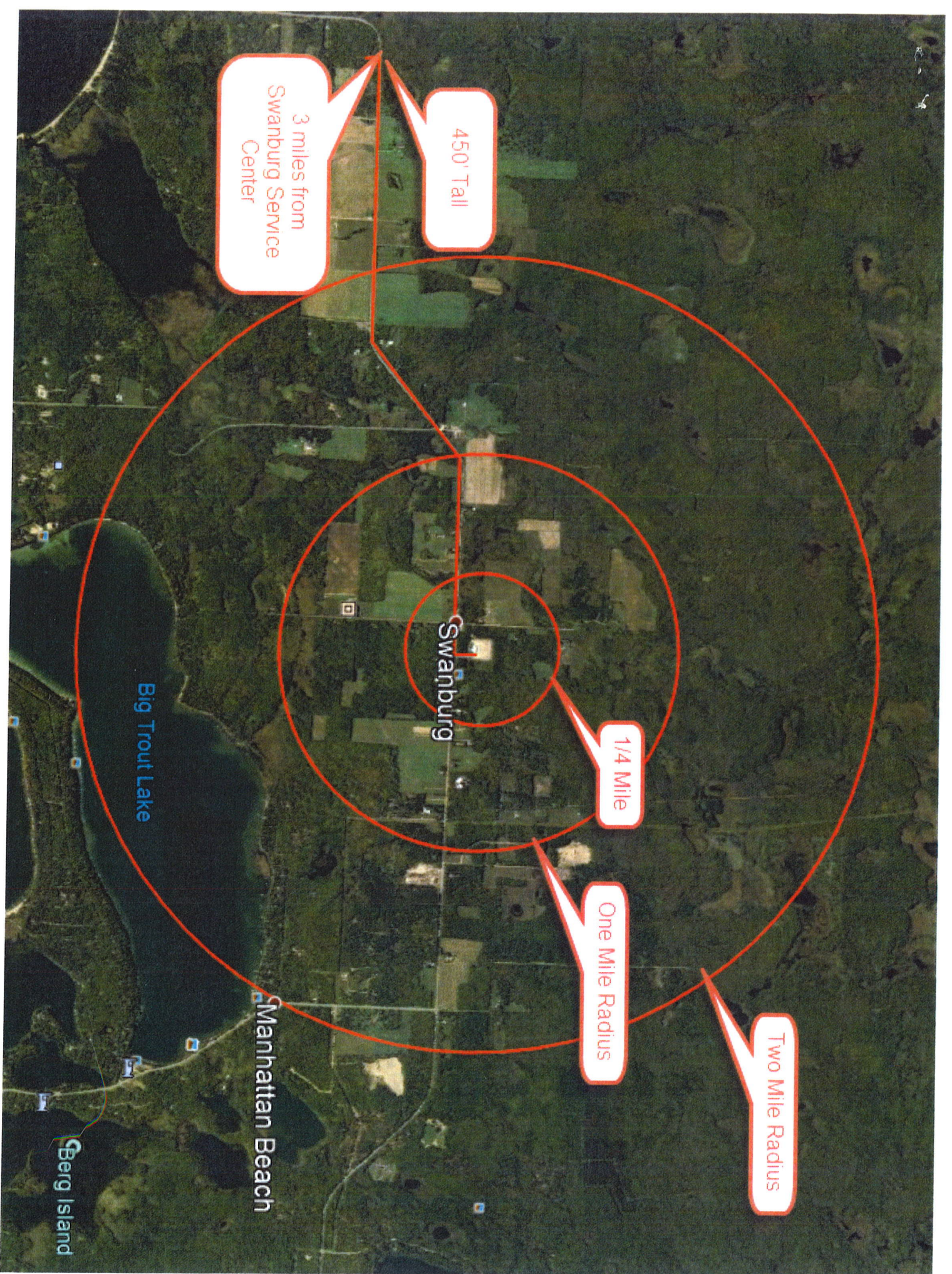
Passed and approved: April 1, 19 94

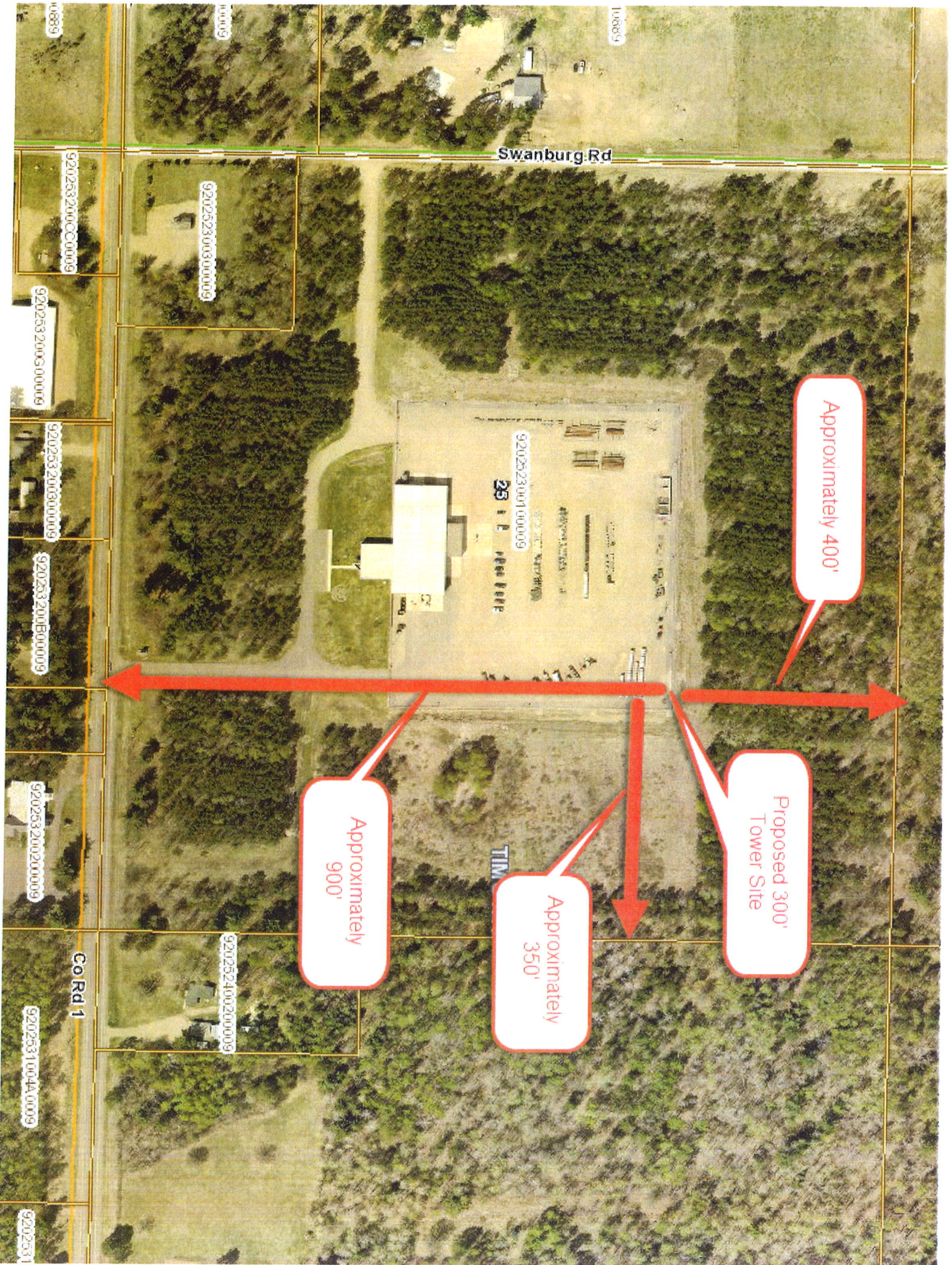
Orlando E. Goldenstein

Mayor

Attest:

Joan Wamulko
City Clerk





Approximately 400'

Proposed 300'
Tower Site

Approximately
350'

Approximately
900'

Swanburg Rd

Co Rd 1

920252300100009
23 1 2 West 1000

920252300300009

920252300000009

920252300600009

920252300800009

920252300800009

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Minnesota to Transform Communications for Public Safety; Governor Dayton Approves Buildout Plan for First Responder Network

FOR IMMEDIATE RELEASE:

October 4, 2017

News Media Contact:

[Chrissie Coon](#) (571) 599-0493



**Minnesota to
opt-in to
FirstNet Network**



First-of-its-Kind Solution Will Create Jobs, Spur Investment and Modernize Public Safety Communications across the State

RESTON, Va., Oct. 4, 2017 – Minnesota is bringing modernized communications technology to first responders. Today, Governor Mark Dayton [announced](#) his decision to participate in the [FirstNet](#) and [AT&T](#)* plan to deliver a wireless broadband network to the state's public safety community. FirstNet will bring advanced tools to help Minnesota's first responders save lives and protect communities.

"First responders across our state risk their lives every day to protect and serve the people of Minnesota," said Governor Dayton. "Modernizing our communications infrastructure will allow our courageous first responders to coordinate and respond more quickly, effectively, and safely, creating better outcomes for them and the communities they serve."

AT&T, in a public-private partnership with FirstNet, will build, operate and maintain a highly secure wireless broadband communications network for Minnesota's public safety community at no cost

to the state. The FirstNet network will drive innovation and create an entire system of modern, life-saving devices, apps and tools for first responders.

"Governor Dayton's decision to launch FirstNet in Minnesota will dramatically enhance police work across the state by giving law enforcement access to the most advanced communications capabilities available today," says FirstNet Board Member Richard Stanek, who has served as the Sheriff of Hennepin County since 2007. "It will also modernize communications used by fire, EMS, and other public safety personnel, which will help all first responders maintain the safety of our neighborhoods and communities."

The FirstNet network will transform the way Minnesota's fire, police, EMS and other public safety personnel communicate and share information. Specifically, it will:

- Connect first responder subscribers to the critical information they need in a highly secure manner when handling day-to-day operations, responding to emergencies and supporting large events like championship sporting events.
- Create an efficient communications experience for public safety personnel in agencies and jurisdictions across the state during severe weather events, including heavy rain and snow, tornadoes and high-velocity, straight-line winds.
- Enhance and expand network coverage across Minnesota's diverse landscape, benefitting first responders and residents throughout the state's rural areas, across Minnesota's vast plains, in wilderness areas and around its many lakes and waterways.
- Usher in a new wave of dependable innovations for first responders. This will create an ever-evolving set of life-saving tools for public safety, including public safety apps, specialized devices and Internet of Things technologies. It also carries the potential for future integration with NextGen 9-1-1 networks and Smart Cities' infrastructure.

FirstNet and AT&T designed Minnesota's network solution with direct input from the state and its public safety community, helping to address the state's unique communications needs. This includes:

- Extending coverage to first responders in rural areas and improving coverage along Minnesota's border with Canada.
- Using the FirstNet platform to drive innovation in public safety applications.
- Providing first responders with access to dedicated network assets that can be deployed for additional coverage and support when needed.

"Governor Dayton's decision to join FirstNet will enhance public safety communications throughout the state," said FirstNet CEO Mike Poth. "This network will connect first responders operating across Minnesota, from the populous centers of the Twin Cities to remote areas near the Canadian border. FirstNet and AT&T are pleased to have delivered a plan that meets Minnesota's unique needs, and we look forward to bringing the network to public safety throughout the Land of 10,000 Lakes."

The decision enables FirstNet and AT&T to begin creating an entirely new wireless ecosystem for public safety communications. Minnesota's first responder subscribers will have immediate access to quality of service and priority to voice and data across the existing nationwide AT&T LTE network.

Preemption for primary users over the AT&T LTE network is expected by year-end. This means fire, police, EMS and other public safety workers will have dedicated access to the network when and where they need it – 24/7/365, like their mission.

“We congratulate Governor Dayton on taking the first steps necessary to provide our state’s public safety community with the cutting-edge technologies they need to protect Minnesotans,” said Paul Weirtz, president, AT&T Minnesota. “AT&T is honored to bring FirstNet to Minnesota. We are proud to already have the most wireless coverage in Minnesota. And we are excited to strengthen our network coverage across the state to provide first responders with the innovative communications tools they deserve to carry out their life-saving mission.”

For more information on FirstNet, please visit FirstNet.gov/mediakit and att.com/FirstResponderNews. For more about the value FirstNet will bring to public safety, please visit FirstNet.com.

About FirstNet

The First Responder Network Authority (FirstNet) is an independent authority within the U.S. Department of Commerce, overseen by a 15 member Board. Chartered in 2012, its mission is to ensure the building, deployment, and operation of the nationwide, broadband network that equips first responders to save lives and protect U.S. communities. Learn more at FirstNet.gov/mediakit and follow FirstNet (@FirstNetGov) on Facebook and Twitter for updates.

*About AT&T

AT&T Inc. (NYSE:T) helps millions around the globe connect with leading entertainment, business, mobile and high speed internet services. We offer the nation’s best data network** and the best global coverage of any U.S. wireless provider. We’re one of the world’s largest providers of pay TV. We have TV customers in the U.S. and 11 Latin American countries. Nearly 3.5 million companies, from small to large businesses around the globe, turn to AT&T for our highly secure smart solutions.

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