

SPECIAL COUNCIL MEETING  
CITY OF CROSSLAKE  
WEDNESDAY, DECEMBER 22, 2004  
9:00 A.M. - CITY HALL

Pursuant to proper notice and call, the City Council met in a special session on Wednesday, December 22, 2004 at 9:00 A.M. at City Hall. The following Councilmembers were present: Mayor Darrell Swanson, Dean Eggena, Bettie Miller, Dick Phillips and Irene Schultz. Also present was City Administrator Tom Swenson, Community Development Director Ken Anderson, Park and Recreation Director Jon Henke, General Manager Dennis Leaser, Public Works Director Ted Strand, Police Chief Bob Hartman, Mayor Elect Jay Andolshek, Councilmember Elect Dean Swanson and Clerk/Treasurer Darlene Roach. There was one individual in the audience in addition to Staff.

Mayor Swanson called the meeting to order at 9:00 A.M.

Chief Hartman addressed the Council and stated that he was recommending Council approval on a Joint Powers Agreement for Inter-City Emergency Mutual Assistance. This agreement would allow officers to assist other agencies as needed and would supersede any previous agreements between cities. MOTION 12S1-01-04 WAS MADE BY BETTIE MILLER AND SECONDED BY IRENE SCHULTZ TO APPROVE RESOLUTION NO. 04-53 AUTHORIZING JOINT POWERS AGREEMENT FOR INTER-CITY EMERGENCY MUTUAL ASSISTANCE WITHIN CROW WING COUNTY. MOTION CARRIED WITH ALL AYES.

A memo dated December 17<sup>th</sup> from the Personnel Committee recommended Council approval on the non-union 2005 wage recommendations including a 2005 salary schedule for the police officers. These wage adjustments represent the same amounts reviewed during the budget process and used when setting the 2005 budget. MOTION 12S-02-04 WAS MADE BY DEAN EGGENA AND SECONDED BY BETTIE MILLER TO APPROVE THE WAGE RECOMMENDATIONS FOR NON-UNION EMPLOYEES INCLUDING THE 2005 SALARY SCHEDULE FOR THE POLICE DEPARTMENT AS NOTED IN THE DECEMBER 17<sup>TH</sup> MEMO FROM THE PERSONNEL COMMITTEE. MOTION CARRIED WITH ALL AYES.

General Manager Dennis Leaser addressed the Council and stated that at a meeting held on December 16<sup>th</sup>, the Personnel Committee reviewed and recommended Council approval on the hiring of an Internet Help Desk Technician at Crosslake Communications. Two candidates were interviewed for the position with one being an internal applicant. Based on the interviews it was the recommendation of the Interview Committee that Nathan Plante be offered the position having all the necessary requirements needed for the position. It was further recommended that Nathan Plante be hired on the Grade 3 Pay Scale under the IBEW Union Contract with an effective date of January 3, 2005. MOTION 12S-03-04 WAS MADE BY BETTIE MILLER AND SECONDED BY IRENE SCHULTZ TO APPROVE THE HIRING OF NATHAN

PLANTE TO THE POSITION OF INTERNET HELP DESK TECHNICIAN ON GRADE 3 OF THE IBEW UNION PAY SCALE EFFECTIVE JANUARY 3, 2005. MOTION CARRIED WITH ALL AYES.

At a meeting of the Utilities Commission, a motion was approved to recommend amending the ordinance to allow a third term on the Commission. An email from City Attorney Kirk Adams stated that the Council could, at their discretion, change the terms that members serve since the Utilities Commission is more of an advisory commission rather than a public utilities commission. After a lengthy discussion at the December 16<sup>th</sup> Personnel Committee Meeting, it was the consensus of the Committee to recommend to the Council that the current ordinance in effect, allowing for two terms, is sufficient for all commissions. The Council agreed and the ordinance will remain as is.

A memo from the Sewer Committee included an Ordinance Amendment which contained some housekeeping items. The first change would be to make all late fees consistent in the Ordinance at 10%. In one area of the Ordinance, a 12% late fee was referenced. The due date for connection fees paid by way of the payment plan is currently July 1 and January 1<sup>st</sup>. Approval to change the due dates to July 15<sup>th</sup> and January 15<sup>th</sup> to coincide with the due date of the user fees was requested. This would allow Staff to send one bill for the user fee and connection fee. Currently there is no penalty for late payment of the semi-annual connection fee and approval to charge a 10% late fee penalty for this fee was requested. MOTION 12S-04-04 WAS MADE BY DEAN EGGENA AND SECONDED BY DICK PHILLIPS TO ADOPT ORDINANCE AMENDMENT NO. 204 PERTAINING TO CHAPTER 9 AS RECOMMENDED BY THE SEWER COMMITTEE AND TO PUBLISH A SUMMARY OF SAID ORDINANCE AMENDMENT. MOTION CARRIED WITH ALL AYES.

A motion was approved by the Sewer Committee to dissolve the Sewer Committee effective January 1, 2005 transferring the responsibility to the Public Works Commission. MOTION 12S-05-04 WAS MADE BY DEAN EGGENA AND SECONDED BY BETTIE MILLER TO APPROVE THE DISSOLUTION OF THE SEWER COMMITTEE TRANSFERRING THE RESPONSIBILITY TO THE PUBLIC WORKS COMMISSION EFFECTIVE JANUARY 1, 2005. MOTION CARRIED WITH ALL AYES.

City Administrator Tom Swenson requested Council approval on various year-end fund transfers contained in a memo dated December 21<sup>st</sup>, which were reviewed individually by Swenson. After a couple of comments by Public Works Director Strand and Police Chief Hartman regarding carryover of department funds unused in 2004, MOTION 12S-06-04 WAS MADE BY DEAN EGGENA AND SECONDED BY IRENE SCHULTZ TO APPROVE ALL YEAR END FUND TRANSFERS AS RECOMMENDED IN THE DECEMBER 21, 2004 MEMO FROM CITY ADMINISTRATOR SWENSON ATTACHED TO THESE MINUTES. MOTION CARRIED WITH ALL AYES.

Council approval was requested to continue paying December bills in January as they are received with retroactive Council approval forthcoming in January at the first regular

Council meeting. MOTION 12S-07-04 WAS MADE BY BETTIE MILLER AND SECONDED BY IRENE SCHULTZ TO AUTHORIZE THE PAYMENT OF BILLS IN JANUARY FOR DECEMBER SERVICES AND PRODUCT WITH RETROACTIVE COUNCIL APPROVAL IN JANUARY. MOTION CARRIED WITH ALL AYES.

MOTION 12S-08-04 WAS MADE BY BETTIE MILLER AND SECONDED BY IRENE SCHULTZ TO APPROVE THE BILLS FOR PAYMENT AS SUBMITTED IN THE AMOUNT OF \$18,712.91. MOTION CARRIED WITH ALL AYES.

MOTION 12S-09-04 WAS MADE BY DEAN EGGENA AND SECONDED BY IRENE SCHULTZ TO ADJOURN THIS SPECIAL COUNCIL MEETING AT 9:25 A.M. MOTION CARRIED WITH ALL AYES.

Recorded and transcribed by,



Darlene J. Roach  
Clerk/Treasurer

SPECIAL COUNCIL MEETING – December 22, 2004

**RESOLUTION NO.04-53**  
**RESOLUTION AUTHORIZING JOINT POWERS AGREEMENT**  
**FOR INTER-CITY EMERGENCY MUTUAL ASSISTANCE**

**CITY OF CROSSLAKE**  
**STATE OF MINNESOTA**

WHEREAS, Crow Wing County and the municipalities located within Crow Wing County have the authority to jointly and cooperatively exercise powers common to those jurisdictions; and

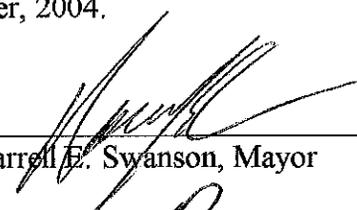
WHEREAS, the City of Crosslake believes it is in the best interest of the City and its citizens for the Crosslake Police Department to provide and receive mutual aid and assistance with Crow Wing County and municipalities within the County; and

WHEREAS, a proposed Joint Powers Agreement for Inter-City Emergency Mutual Assistance has been drafted by Crow Wing County to accomplish the aforementioned goals of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROSSLAKE, MINNESOTA:

1. The City of Crosslake hereby ratifies and approves the terms of the attached Joint Powers Agreement for Inter-City Emergency Mutual Assistance (the "Agreement").
2. The City of Crosslake is hereby authorized to execute the Agreement.
3. The attached Agreement shall supersede and replace any similar or existing agreements.

Adopted by the Council this 22<sup>nd</sup> day of December, 2004.

  
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Darrell E. Swanson, Mayor

  
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Thomas N. Swenson, City Administrator

**CROW WING COUNTY  
JOINT POWERS AGREEMENT FOR INTER-CITY  
EMERGENCY MUTUAL ASSISTANCE**

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**Purpose**

This agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions.

**Definitions**

Party - means a political subdivision.

Requesting Official - means the person designated by a Party who is responsible for requesting assistance from the other Party.

Requesting Party - means the party that requests assistance from other parties.

Responding Official - means the person designated by the party who is responsible to determine whether and to what extent that party should provide assistance to the Requesting Party.

Responding Party - means a party that provides assistance to the Requesting Party.

Assistance Type - Law enforcement personnel and equipment.

**1. Procedure**

**1.1 Request for Assistance: Immediate Response / Short Term**

**1.1.1 Request for Assistance.** Whenever, in the opinion of a Requesting Party there is an immediate need for assistance from the other party, the Requesting Party may call upon the Responding Party for assistance.

**1.1.2 Responding to Request.** Upon the request for assistance from a Requesting Party, the Responding Party may authorize and direct personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

**1.1.3 Method.** Whenever practical the Requesting Party shall request immediate assistance through the 911 Emergency Communications Operations Center and the Responding Party shall indicate its intended response using the same method.

**1.1.4 Command of Scene.** Except as provided in Section 1.1.4.1, the Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

**1.1.4.1 Specialized Forces.** When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc., the personnel and equipment of the Responding Party shall be under the direction of the Responding Party.

**1.1.5 Recall of Assistance.** The Responding Official may at any time recall assistance provided hereunder to the Requesting Party when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to recall or withdraw the assistance provided by it.

**1.1.6 Release of Assistance.** The Requesting Party may at any time advise the Responding party that the assistance of the Responding Party is no longer needed. In such event the Responding Party shall withdraw its assistance at the earliest possible time that it is safe for its personnel and equipment to withdraw.

## **1.2 Request for Assistance: Long Term**

**1.2.1 Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is need for assistance from the other party that will reasonably be expected to continue beyond eight (8) hours, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

**1.2.2 Responding to Request.** Upon the request for assistance from a Requesting Official on behalf of the Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

**1.2.3 Method.** A request for Long Term Assistance shall be made to the Responding Official and the Responding Official shall indicate the intended response of the Requesting Party to the Requesting Official.

**1.2.4 Recall of Assistance.** The Responding Official may at any time recall such assistance when in his or her best judgment or by any order from the governing body of the Responding Party, is considered to be in the best interests of the Responding Party to do so.

**1.2.5 Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

## **2. Worker's Compensation**

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee, volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

## **3. Damage to Equipment**

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damage to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

## **4. Liability**

**4.1 Requesting Party Liable.** For the purpose of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party. This is specifically agreed and intended to be applicable to situations covered by Section 1.1.4.1 of this Agreement.

**4.2 Indemnification and Defense.** The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provisions of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, 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 some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney or a single law firm.

**4.3 No Liability.** No party to this Agreement nor any officer, employee, agent or official of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

## **5. Charges to the Requesting Party**

**5.1** No charges will be levied by a Responding Party to this Agreement for assistance rendered to the Requesting Party under the terms of this Agreement pursuant to Section 1.1 hereof except as provided in Section 4 hereof. If assistance is provided under this Agreement pursuant to Section 1.2 hereof, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided pursuant to Section 1.2 herein, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party will pay the Responding Party providing the assistance that amount.

**5.2** Such charges are not contingent upon the availability of federal or state government funds.

## **6. Duration**

This Agreement will be in force until terminated by any Party hereto. Any Party may withdraw from this Agreement and terminate this Agreement with respect to it upon thirty- days (30) written notice to the other party or parties to the Agreement.

## **7. Execution**

Each Party hereto has read, agreed to and executed this Mutual Aid Agreement on this date indicated.

## **8. Miscellaneous**

This Agreement will be governed by the laws of the State of Minnesota.

This Agreement shall be construed as complementary to and not inconsistent with the provisions of Minnesota Statutes Section 12.331, which authorizes inter-agency disaster assistance.

**MEMO TO:** City Council  
**FROM:** City Administrator  
**DATE:** December 21, 2004  
**SUBJECT:** Year-end Transfers

I recommend the following fund/account transfers:

- 1.) \$10,000.00 from General Fund Fire Department Capital Outlay Vehicles to Capital Improvement Fund Fire Department Vehicle Replacement Account, to be used for future vehicle replacement.
- 2.) \$2,000.00 from General Fund to Capital Improvement Fund Hovercraft Reserve Account per 2004 Budget.
- 3.) \$1,700.00 from General Fund Emergency Management Expense Account to Capital Outlay Fund Emergency Management Reserve Account for future siren purchases.
- 4.) \$64,475.00 from General Fund Park Dedication Fees to Capital Improvement Fund Park Dedication Fee Account for Park Dedication Fees collected in 2004. In 2004 the City collected \$96,735.00 in Park Dedication Fees but used \$31,260.00 in August to pay off the Eric Johnson property.
- 5.) \$500.00 from General Fund Ordinance Codification Account to Capital Outlay Fund Ordinance Codification Reserve Account.
- 6.) \$2,000.00 from General Fund Public Works Bridge Account to Capital Improvement Fund Bridge Repair/Replacement Account.
- 7.) \$3,000.00 from General Fund Public Works Capital Outlay to Capital Outlay Fund Public Works Equipment Reserve Account for purchase of a used asphalt roller which was included in the 2004 budget. Public Works was unable to find the appropriate unit.
- 8.) \$41,803.24 from Capital Outlay Floor Replacement Account to General Fund for Gym Floor Replacement Expenses incurred in 2004.
- 9.) \$1,700.00 from General Fund to Capital Improvement Fund Reserve Animal Control Account. These funds are being set aside for Future Animal Control Expenses.
- 10.) \$15,000.00 from Capital Improvement Fund Public Works Equipment Reserve Account to General Fund to be used toward the purchase of the 2004 One Ton Pickup / Plow / Sander.

- 11.) \$2,500.00 from General Fund to Library Fund per the 2004 Budget.
- 12.) \$1056.48 from General Fund Police Donations to the Capital Outlay Fund Police Equipment Reserve Account. These funds were donated for Tactical Team Expenses.
- 13.) \$556.99 from General Fund Police (restitution funds) to the Capital Outlay Fund Police Equipment Reserve Account.
- 14.) \$100,000.00 from General Fund to Capital Outlay Fund West Shore Drive Reconstruction Account. The City budgeted \$130,000.00 in the 2004 Capital Outlay budget for Road Construction / Overlays. The City spent \$7,400.00 on final reimbursement of Swann Drive Construction expenses. The Public Works budget was over budget in several areas due to the storm Crosslake experienced last spring and the cleanup and preparations required for the Dru Sjodin Funeral. Therefore, I am only recommending a \$100,000.00 transfer to the West Shore Drive Account. With this transfer, the account will have approximately \$400,000.00 available for the West Shore Drive and/or the Fawn Lake Road Project which will be a direct reduction in the amount of future bond issues required for these projects.
- 15.) \$56,370.00 from General Fund to Sewer Operating Fund. The 2004 Sewer Operating budget included a General Fund Operating transfer of \$69,370.00 to the Sewer Operating Fund. The budgeted sewer user charges are estimated to come in \$2,000.00 under budget. However, budgeted expenses are estimated to come in \$15,000.00 under budget. Therefore, I have reduced the budgeted fund transfer from the General Fund by \$13,000.00. ( $\$69,370 - \$15,000 + \$2,000 = \$56,370$ )
- 16.) \$5,000.00 from General Fund to Capital Outlay Planning & Zoning Equipment Replacement Account. This money would be set aside for replacement of the copy machine in 2006 or 2007.
- 17.) \$3,000.00 from General Fund to Capital Outlay Planning & Zoning Mapping / Comp Plan Reserve Account. This money would be used following adoption of the Comprehensive Plan for printing booklets and maps.

Note – The 2004 expenditures include several sizable unbudgeted expenditures of approximately \$25,000. The parking lot at City Hall cost approximately \$13,000 and the final payment on the City Hall roof project was approximately \$12,000. These expenditures were charged against the General Fund and are being covered by Planning & Zoning Revenues that came in over budget and Planning & Zoning expenditures that came in under budget.

**BILLS FOR APPROVAL**  
22-Dec-04

VENDOR	DEPT	AMOUNT
Ace Hardware, cable	PW	38.41
Ace Hardware, tools, thermometer	PW	13.49
Ace Hardware, rivet tools	P&R	12.33
Ace Hardware, heat tape	PW	24.48
Ameripride, mats	PW	100.41
BCA, training registration	Police	500.00
Black Diamond Tree Service, remove tree	PW	266.25
Briggs and Morgan, eda bond refunding	Gov't	5,080.00
Business Forms, w2's	Admin	108.00
Cellular One, cell phone charges	PW	31.08
Crosslake Construction, demolition debris	PW	9.60
Darlene Roach, reimburse petty cash	Gov't	91.36
DNR, license renewal	P&R/Sewer	59.00
Door Service, fix wiring	PW	348.75
Gull Lake Glass, replaced side mirror	PW	25.00
Hawkins Water Treatment, aluminum sulfate	Sewer	471.01
Jay Lorch, reimburse uniform	Police	73.52
Jon Henke, reimburse petty cash	P&R	27.10
Kustom Signals, radar	Police	1,645.89
Lakes Area Rental, bobcat	P&R	133.13
Light Depot, recycle bulbs	PW	55.65
Martin Communications, antenna, radio	Police	2,690.56
Mastercard, Fleet Farm, uniform	PW	138.42
Mastercard, Fleet Farm, hitch pin, de-icer, clevis	PW	94.25
Mastercard, Fleet Farm, heater, de-icer	PW	78.71
Mastercard, Holiday Station, fuel	Police	25.70
Mastercard, SuperAmerica, fuel	Police	32.25
Mastercard, Walmart, uniform	PW	15.84
Metro Fire, cylinder valve kits	Fire	4,201.10
Mills Motors, brakes, defroster, air filter, gasket, tires	Police	763.09
Northwood Turf and Power, plate retainer	P&R	45.09
Reed's Market, meeting supplies	PW	26.69
Streicher's, uniform	Police	111.15
Streicher's, uniform	Police	52.55
Suite Spaces, office chairs	Admin	679.47
The Office Shop, mobile file cabinets	P&Z	575.08
Uniforms Unlimited, uniform	Police	54.70
UPS, postage	Police	13.80
<b>TOTAL</b>		<b>18,712.91</b>