

**SPECIAL COUNCIL MEETING
PRESENTATION OF THE AUDIT
OF THE 2020 FINANCIAL STATEMENTS
MONDAY, MAY 10, 2021
6:00 P.M. – CITY HALL**

**AGENDA AND ADDITIONS TO THE AGENDA
REGULAR COUNCIL MEETING
CITY OF CROSSLAKE
MONDAY, MAY 10, 2021
7:00 P.M. – CITY HALL**

A. CALL TO ORDER

1. Pledge of Allegiance
2. Approval of Additions to the Agenda

B. PUBLIC FORUM – Action may or may not be taken on any issues raised. If Council requires more information or time for consideration, the issues will be placed on the agenda of the next regular council meeting. Speaker must state their name and address. At the discretion of the Mayor, each speaker is given a three-minute time limit.

C. CONSENT CALENDAR – NOTICE TO THE PUBLIC – All items here listed are considered to be routine by the City Council and will be acted on by one motion. There will be no separate discussion on these items unless a Citizen or Councilmember so requests:

1. Special Joint Council Meeting with Public Works Commission Minutes of April 5, 2021
2. Regular Council Meeting Minutes of April 12, 2021
3. Special Council Meeting Minutes of April 22, 2021
4. Preliminary Draft Month End Revenue Report dated April 2021
5. Preliminary Draft Month End Expenditures Report dated April 2021
6. Preliminary Draft Balance Sheet dated April 2021
7. Fire Hall Remodel Costs dated 4/30/2021
8. Police Report for Crosslake – April 2021
9. Police Report for Mission Township – April 2021
10. Fire Department Report – April 2021
11. North Ambulance Run Report – April 2021
12. Planning and Zoning Monthly Statistics
13. Planning and Zoning Commission Meeting Minutes of March 26, 2021
14. EDA Meeting Minutes of February 3, 2021
15. Waste Partners Recycling Report for March 2021
16. Bills for Approval
17. Additional Bills for Approval

D. CRITICAL ISSUES

1. John Forney – Update on Stormwater Project from the School to Pine River

E. PUBLIC HEARING

7:15 P.M. – ROAD RIGHT OF WAY VACATION REQUEST FROM LEO VARLEY AT 11341 WHITEFISH AVE

1. Application from Leo Varley to Vacate Hillcrest Beach Public Right of Way Between 11355 and 11373 Whitefish Ave and Map of Area
2. Letter from Leo Varley
3. Survey
4. Notice to Surrounding Property Owners
5. Notice of Public Hearing
6. Written Comments from Public
7. Recommendation from Park & Recreation Commission
8. Recommendation from Public Works Commission
9. Resolution Vacating Property (Council Action-Motion)
10. Letter dated April 28, 2021 from Christensen & Laue PLLC Re: Leo Varley/Relocation of Hillcrest Beach (Council Action-Motion)
11. Memo dated May 10, 2021 from Public Works Commission Re: Recommendation to Require Applicant to Re-Apply

F. MAYOR'S AND COUNCIL MEMBERS' REPORT

1. Approval of Updated Resolution Accepting Donations (Council Action-Motion)
2. Update on Fire Hall Project
 - a. Letter dated May 4, 2021 from Hytec Re: Estimate to Repair and Fix Moisture Issues in Ambulance Garage (Council Action-Motion)
 - b. Pay Application #9 from Hytec in the Amount of \$53,232.56 (Council Action-Motion)
 - c. Change Order No. 079439.02 South Wall Framing in the Amount of \$32,606.77 (Council Action-Motion)
 - d. Change Order No. 079439.14 New Water Softener in the Amount of \$5,791.89 (Council Action-Motion)
3. Update on Punch List for City Hall
4. Discuss Residency Requirements for Commission Members
5. Memo dated May 10, 2021 from Mayor Nevin Re: Commission Resignations and Appointments (Council Action-Motion)
6. Memo dated May 10, 2021 from Personnel Committee Re: Recommendation to Change Employee Handbook (Council Action-Motion)

G. CITY ADMINISTRATOR'S REPORT

1. Certificate of Commendation
2. Resolution to Adopt for Renewal Existing Liquor License Establishments for 2021-2022 (Council Action-Motion)
3. Memo dated May 10, 2021 from City Clerk Re: Request to Purchase Locked Storage for Attorney Invoices (Council Action-Motion)
4. Memo dated May 10, 2021 from City Clerk Re: Recommendation to Update Respectful Workplace Policy (Council Action-Motion)
5. Approval of Social Media Policy and Executive Summary Agreement for Archiving Services (Council Action-Motion)

6. Memo dated May 10, 2021 from City Clerk Re: City Policies (Council Action-Motion)
7. **Accept Pay Equity Report (Council Action-Motion)**

H. COMMISSION REPORTS

1. PLANNING AND ZONING

- a. Resolution to Acquire Tax Forfeit Land (Council Action-Motion)
- b. Resolution to Allow County to Reclassify Parcel as Non-Conservation and Approve the Intended Sale (Council Action-Motion)
- c. Memo dated May 10, 2021 from Jon Kolstad Re: Computer Replacements (Council Action-Motion)

2. PUBLIC WORKS/SEWER/CEMETERY

- a. Memo dated May 10, 2021 from Public Works Commission Re: Recommendation to Approve Proposal for 2022 Road Improvement Projects (Council Action-Motion)
- b. Memo dated May 10, 2021 from Public Works Commission Re: Recommendation to Purchase Equipment and Approve Maintenance Projects (Council Action-Motion)

- I. PUBLIC FORUM** - Action may or may not be taken on any issues raised. If Council requires more information or time for consideration, the issues will be placed on the agenda of the next regular council meeting. Speaker must state their name and address. At the discretion of the Mayor, each speaker is given a three-minute time limit.

J. CITY ATTORNEY REPORT

K. NEW BUSINESS

L. OLD BUSINESS

M. ADJOURN

C.17.

ADDITIONAL BILLS FOR APPROVAL
May 10, 2021

VENDORS	DEPT		AMOUNT
AW Research, water testing	Sewer		145.80
Advanced Drain Cleaning, hydrojet sewer line	Park		373.75
Baker & Taylor, books	Library		166.68
Bolton & Menk, 2022 road projects	PW		600.00
Bolton & Menk, moonlite bay sewer extension	Sewer		2,792.50
Bolton & Menk, water quality	PW		180.00
CTC I.T., april 2021 labor	ALL		900.00
David Drown Associates, consulting services for bonds	Gov't		6,750.00
Dondelinger, truck repairs	PW		1,455.14
Ferguson Waterworks, software maintenance	Sewer		3,199.12
Ferguson Waterworks, meter	Sewer		1,145.45
Ferguson Waterworks, gaskets	Sewer		24.30
Forum Communications, sealed bids	Police		234.80
Forum Communications, cemetery cleanup	Cemetery		76.00
Granite Electronics, radios	Fire		948.50
Kiesler Police Supply, pepperball launchers	Police		5,930.00
Knife River, dog park	Park		497.38
Mastercard, Amazon, flash drives	Police		74.40
Mastercard, Amazon, plant labels	Park		69.95
Mastercard, Amazon, marking flags	Park		11.31
MCFOA, membership dues	Admin		50.00
Moonlite Square, premium fuel	Park		8.17
North Memorial Ambulance, april 2021 subsidy	Gov't		1,100.00
Northland Press, cemetery cleanup	Cemetery		38.25
Wannebo Excavating, stump and topsoil removal	PW		1,560.00
TOTAL			28,331.50

Crosslakers Water Quality Group Stormwater Runoff Project Update

Crosslake City Council
May 10, 2021

D.I.

Downtown to Pine River B



Swan Drive South to Pine River

Project 3 status:

- Met with respective partners: Rob Hall, CW County Highway Department; Melissa Berrick, CWSWCD; Dave Reese, Widseth; Corrine Hodapp, USACOE; Mike Lyonais, Ted Strand, Crosslake
- CWSWCD intern will secure 5 runoff samples. A.W. Research will test samples 5 times (Refer to quote in packet) • 2 in spring, 3 in summer
- Widseth – Will prepare data for analysis and projections of filtration system reduction of Phosphorus and sediment. Request for Professional Services (Refer to contract in packet)
- Engineering will use hydrodynamic filters again (Manhattan Pt. Blvd. and Cty Rd 66)
- Received Land & Waters Preservation Grant - \$5000 (Refer to grant in packet)

Swan Drive South to Pine River

Project 3 in Progress Updates:

- Continuing conversation with respective partners: City, County and USACOE, CWCOSWCD
- Updates at monthly Water Quality Group (WQG) meetings
- CWCOSWCD recommends submitting grant application for Clean Water Funds in fall of 2021 for 2022 installation
- Potential cost of Project 3 to be less than MPB and CTY RD 66
- WQG will provide estimated cost of project to be included in 2022 budget
- WQG will provide updates to city council regularly

Swan Drive South to Pine River

Return on Investment:

- Mitigates 40+ years of runoff from parking lots and roads into the Pine River
- Designed to protect Pine River and downstream lakes (i.e., Big Pine Lake)
- Supports the watershed concept [*If we have expectations that up-river water sources will be protected to preserve our lakes, then we must do our part to protect down-river waters.*]
- Promotes the community priority - Protecting our Lakes ["Enhance the unique ecology of Crosslake."]
- Ensures economic stability for Crosslake and surrounding communities
- Promotes environmental awareness
- Promotes Crosslake as stewards of the water
- <https://youtu.be/UVMCEJZqS7o>

Land & Waters

GRANT APPLICATION FORM

ORGANIZATION

Name of organization: Crosslakers — Water Quality Work Group

Are you a 501(C)3 or have a partner who is or is a local government unit? Crow Wing Soil & Water Conservation District will act as the agent as a 501(C)3

Federal Tax ID Number: Fed: 41-1300519 (CW Soil & Water Conservation District)

Organization Mailing Address: % 11797 Whitefish Avenue, Crosslake, MN 56442

CONTACT PERSON

Name: John Forney

Relationship to organization: Chair of the Crosslakers - Water Quality Work Group

Contact info (phone and email): 952-956-4014, jwforney@gmail.com

PROJECT

Describe your project: In the City of Crosslake, CSAH 66 has a number of sections that have curbs and gutters that collect the runoff from the road and some adjacent land. The runoff is then funneled, untreated, to either lakes on the Whitefish Chain or to the Pine River. The proposed project would intercept and filter the flow of runoff water from a 21.1 acre mini-watershed located roughly from the Crosslake Charter School to the Pine River Bridge. The filtered water would be discharged into the Pine River just below the Cross Lake Dam (See attached watershed area photographs of the curb and gutter system along with the mini-watershed indicated with green line).

A system of hydrodynamic mechanical filters will be designed by Widseth engineering firm. The system designed will filter out suspended sediment and phosphorus pollutants from the runoff so the load does not enter the Pine River.

This is the fourth project designed to manage the runoff along CSAH 66 in an effort to reduce phosphorus and sediment that has been discharged for decades into the Whitefish Chain of Lakes and the Pine River. The first project, in Manhattan Beach, addressed the highway runoff at the east end of Big Trout Lake. The second project was completed during the summer of 2020 at the intersection of CSAH 66 and Manhattan Point Blvd near the discharge point on Loon-Island Lakes. The third project will be tied into the extension of the Crosslake sanitary sewer and re-surfacing of CSAH 66. It will deal with runoff from CSAH 66 between CSAH 16 (Moonlite Square) and the old Crosslake City Hall, now being converted to housing the Crosslake Fire Department. Work on these projects has been supported by both WAPOA and PRWA and supports the goals of One Watershed One Plan for the Pine River Watershed.

The requested Land & Waters grant would be for AW Research Laboratories testing of water samples from the discharge location near the Pine River. The sample evaluations will then be

used by Widseth to assemble and prepare input data that would be run through two computer models: Sizing Hydrodynamic Separators and Manholes (SHSAM) and Program for Predicting Polluting Particle Passage Through Pits, Puddles, and Ponds (P8). The two models will estimate and evaluate the expected pollutant load (sediment and phosphorus reductions) of the proposed filtration system. The estimate and evaluation would then be a critical and necessary part of a grant application to the Minnesota Board of Water and Soil Resources to cover the cost of the filtering system and installation. The estimated cost of the water sample testing, input preparation, output interpretation and report for the SHSAM Model and P8 model calibration and output interpretation and report is \$7,844*. The total cost of the completed system is projected to be \$200,000 to \$250,000.

What organizations or individuals will be implementing it?

Crow Wing County Soil & Water Conservation District (Melissa Barrick) will be primarily responsible and will coordinate with:

City of Crosslake

Dave Nevin, Mayor

Ted Lyonais, Administrator

Ted Strand, Public Works

Jon Kolstad, Planning & Zoning

Crow Wing Highway Department

Tim Bray, County Highway Engineer

Rob Hall, Assistant County Highway Engineer

U.S. Army Corps of Engineers

Corinne Hodapp

Widseth

Dave Reese

Crosslakers Water Quality Work Group

John Forney, Chair

Patty Norgaard

What are the project costs?

Costs for this portion of the project are expected to be \$9,000. Total projected costs are estimated to be around \$250,000.

Are there other financial resources from other organizations?

In the previous runoff management projects on CSAH 66, other financial resources have come from the City of Crosslake and the Crow Wing Highway Department. This project will be considered for the City and County budgets for 2022.

The previous CSAH 66 runoff projects in Crosslake were awarded \$475,000 and \$315,000 by BWSR (Minnesota Board of Water and Soil Resources).

Application will be made to BWSR in the third quarter of 2021 and will be awarded in December, 2021 or January, 2022.

What do you wish to accomplish and how will the results be measured?

The goal of this application for the CSAH 66 Runoff Project is to fund the modeling and projections of the amount of Phosphorus and sediment that will be filtered out of the highway runoff and kept from the Pine River downstream from the dam on Cross Lake. The results of the modeling and projections will provide strong support for constructing the filtration system at the Pine River discharge location. Results will be measured after the filtration system is operational and compared to samples taken prior to the installation.

Who will benefit from the project and how will you engage them? The Pine River Watershed is a major tributary of the Mississippi River. The drinking water for Minneapolis, St. Paul, and St. Cloud is drawn by water treatment facilities from the Mississippi. Keeping the water quality as high as possible is beneficial to thousands of residents. In addition, the Pine River flows into Pine Lake which has numerous family lake homes surrounding it and they benefit from high quality water for recreation. Keeping the lakes in Crosslake of high quality is consistent with the City's Comprehensive Plan's Guiding Principles: "Enhance the unique ecology of Crosslake". Engagement will be made through press releases and signage at the discharge point on the Pine River. As part of the One Watershed One Plan, reduction of phosphorus and sediment will help in meeting the larger goals of that plan. Through Crow Wing Soil & Water Conservation, the general public in Crow Wing and Cass Counties will be informed of progress to attain those goals.

ATTACHMENTS

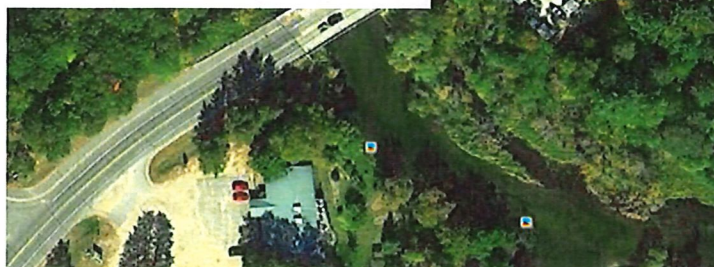
Project Budget:

CSAH 66 Runoff Management Project — Charter School to Pine River Bridge

Water Samples (5) by CWC SWCD Staff	No Charge
Water Sample Testing by AW Research Laboratories	\$544.00
Stormwater Runoff Modeling data preparation and results evaluation by Widseth (SHSAM & P8)	<u>\$7,300.00</u>
	TOTAL
\$7,844.00	

Attachment: Location Maps — CSAH 66 between the New School and the Pine River Bridge below the Dam. Mini-watershed indicated by green line in upper left photo.

Downtown to Pine River B



February 17, 2021



Land & Waters Preservation
Board of Directors
Grant Application
% Ron Meyer

Trust

Directors: On behalf of the Crosslakers Water Quality Work Group, I am submitting the attached grant application for a water quality project in Crosslake for your consideration. This project is part of a series of projects to manage the storm and melt water runoff along CSAH 66 and reduce the adverse impact on the Whitefish Chain of Lakes and the Pine River Watershed.

- The first project was located in Manhattan Beach along CSAH 66 near the boat landing at the East end of Big Trout Lake. Like the other projects, the goal is to reduce phosphorus and sediment runoff into the Whitefish Chain of Lakes and the Pine River.

- The second project at CSAH 66 and Manhattan Point Blvd. was completed during the summer of 2020. The project includes three hydrodynamic filters and a 13,000 square foot retention pond at a total cost of over \$550,000 including a grant from Land & Waters and a \$475,000 Clean Water Legacy Fund Grant. This project is expected to reduce phosphorus runoff into Loon and Island Lakes by six pounds which would support 3,000 pounds of weeds and algae and, in addition, 2,400 pounds of sediment annually.

- The third project is tied to the extension of the sanitary sewer in Crosslake and the resurfacing of CSAH 66 between CSAH 16 and the old Crosslake City Hall. That project is designed to use a series of five retention ponds to keep phosphorus and sediment out of Cross Lake. A \$315,000 grant from the Clean Water Legacy Fund has been awarded and will be used to redirect runoff away from the lake into the retention ponds.

- This grant application is for the fourth project located on CSAH 66 between the Crosslake Charter School and the bridge over the Pine River, an area of 21.1 acres, much of it impervious surface. This area includes a great deal of impervious surface. Hydrodynamic filters will be used to remove phosphorus and sediment. The untreated runoff from this area has been discharged into the Pine River for over 40 years. Unlike the first three projects above that are designed to prevent phosphorus and sediment from entering the lakes on the Whitefish Chain, this project will discharge the treated runoff, after it has been filtered, into the Pine River below the Cross Lake Dam. This is an important distinction. This project is designed to protect the Pine River and downstream lakes such as Big Pine Lake. Many water quality projects are done to improve the lake water so the quality of the water is improved for the property owners on that lake. In this case the Crosslakers Water Quality Group supports the watershed concept. If we hope to improve our lakes' water quality, we need to have landowners upstream from the Whitefish Chain address runoff on their lakes, rivers, and streams. We cannot expect others to do something we aren't willing to do.

The Crosslakers appreciate your consideration of this proposal. All four of the projects above support the goals of One Watershed One Plan. Grant funding will enable us to complete the

runoff management projects along CSAH 66 that have discharged phosphorus and sediment into the Pine River Watershed and the Whitefish Chain for over four decades.

If there are questions we would be happy to address them. Thank you.

Sincerely,

John Forney

Chair

Crosslakers Water Quality Work Group

Encl.: Land & Waters Grant Application

PRICE QUOTE – Crow Wing Soil and Water Conservation District

Primary Contact: Crow Wing SWCD
Melissa Barrick
322 Laurel Street, #22
Brainerd, MN 56401

Date: January 27, 2021
Project: Lab Services
Phone: 218-828-6197
Email: melissa.barrick@crowwingswcd.org

Comments:

- The price of analysis is guaranteed through December 31, 2021.
- Price quoted includes all testing performed in-house by A.W. Research Laboratories (AWRL).
- Price quoted includes all necessary sampling containers, preservative, coolers, and chain of custody forms.

Lab Services	List Price	Qty	Total
Total Suspended Solids	\$ 19.00	5	\$ 95.00
Phosphorus	\$ 24.00	5	\$ 120.00
Orthophosphate, as P	\$ 22.00	5	\$ 110.00
Coliform, E. coli-count	\$ 24.00	5	\$ 120.00
Chloride	\$ 21.00	5	\$ 105.00
Biological Oxygen Demand, 5-day (BOD)	\$ 26.00	5	\$ 130.00
		Subtotal	\$ 680.00
		Discount (20%)	- \$ 136.00
		TOTAL	\$ 544.00

A.W. Research Laboratories (AWRL), Inc. is certified by the Minnesota Department of Health and follows approved methods and procedures for laboratory analysis. Minnesota Laboratory Certification #027-035-135

Sarah Fogderud

Sarah Fogderud, Client Services Manager

January 27, 2021

Date

Brainerd/Baxter

7804 Industrial Park Road
PO Box 2720
Baxter MN 56425-2720

218.829.5117

Baxter@Widseth.com
Widseth.com

CONFIRMATION OF REQUEST FOR PROFESSIONAL SERVICES

CLIENT: City of Crosslake/Crow Wing County

DATE: October 1, 2020

PROJECT: Pine River/CSAH 3
Stormwater Modeling and Report
Crosslake, MN

DESCRIPTION OF WORK:

The City of Crosslake (City) has taken steps to mitigate stormwater runoff along CSAH 66 from Loon Lake to the Crosslake Dam Bridge. This proposal pertains to the CSAH 66/CSAH 3 section that stretches from the Crosslake Community School to the Pine River.

This stormwater modeling project will utilize the model Sizing Hydrodynamic Separators and Manholes (SHSAM). The model outputs from SHSAM will estimate the suspended sediment and phosphorus pollutant load reductions associated with a hydrodynamic separator near where CSAH 3 meets the east bank of the Pine River below the Pine River Dam. Given the spatial constraints of the area, WSN has determined that a hydrodynamic separator is the best value for removing stormwater sediments and phosphorus. The stormwater in this area is currently discharging, untreated, directly to the Pine River. The pollutant load reductions predicted from these models will aid in securing a grant, which will be essential in funding the construction of the separator. A map of the stormwater infrastructure is attached.

Manufacturers of hydrodynamic separators regularly run the SHSAM model for their customers, and some will perform this service free of charge. WSN will identify such companies and one will be selected in consultation with the City. WSN will provide the selected manufacturer with the information necessary for the SHSAM model input. SHSAM will be used to estimate the suspended sediment load reduction from the hydrodynamic separator. The results will be correlated to the total phosphorus reductions for the water quality study from the Manhattan Point Boulevard/CSAH 66 Water Quality Project. Once the modeling process is complete, WSN will prepare a report summarizing the results from SHSAM.

LiDAR and aerial mapping will be used in calculating watershed drainage information for this stormwater modeling project. In addition, WSN will utilize previously determined watershed characteristics from the 2018 Manhattan Point Boulevard/CSAH 66 Stormwater Study to help satisfy the inputs required for SHSAM.

TASKS TO BE COMPLETED:

Task 1: SHSAM Model

WSN will prepare and provide the following information to the separator manufacturer for SHSAM model input:

- Rainfall data files
- Percent of impervious area
- Temperature data files
- Hydraulic length
- Particle size distribution information
- Average slope
- Influent concentration of suspended sediment
- Pervious curve number
- Watershed areas

The selected manufacturer will run the SHSAM model to estimate suspended sediment pollutant load reductions from the hydrodynamic separator. WSN will interpret the SHSAM model results, including correlation of total phosphorus load, and will provide a summary of results in a report upon completion of the project. We will provide an exhibit of the proposed improvements along with a preliminary construction cost estimate.

ESTIMATED COST:

Task 1:	SHSAM Model:	
	Input Preparation	\$ 4,860
	Output Interpretation/Report	\$ 2,440
	Lump Sum	\$ 7,300
Estimated Cost of Above described work		\$ 7,300

NOTE: Additional work, layouts, or iterations will be hourly, as requested.

BILLING METHOD:

(X) Lump Sum

() Hourly

BILLING SCHEDULE:

(X) Monthly

REMARKS:

Hourly rates will be per the most current fee schedule; attached is the current 2020 fee schedule. See attached General Provisions of Professional Services Agreement. Engineering/Professional fees are based upon completing the scope of work for this project, as listed in the Description of Work above.

TIME SCHEDULE FOR WORK:

WSN will begin work upon receipt of a signed agreement from Client. We anticipate completion of the work within 45 days of receipt of a signed agreement.

CLIENT RESPONSIBILITIES:

- Provide the analytical results from stormwater samples taken in the project area (if any)
- Complete the grant funding application(s) to fund the proposed separator treatment system

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:**WIDSETH SMITH NOLTING AND ASSOCIATES**

By: 
Lorin Hatch, PhD, Water Quality Scientist

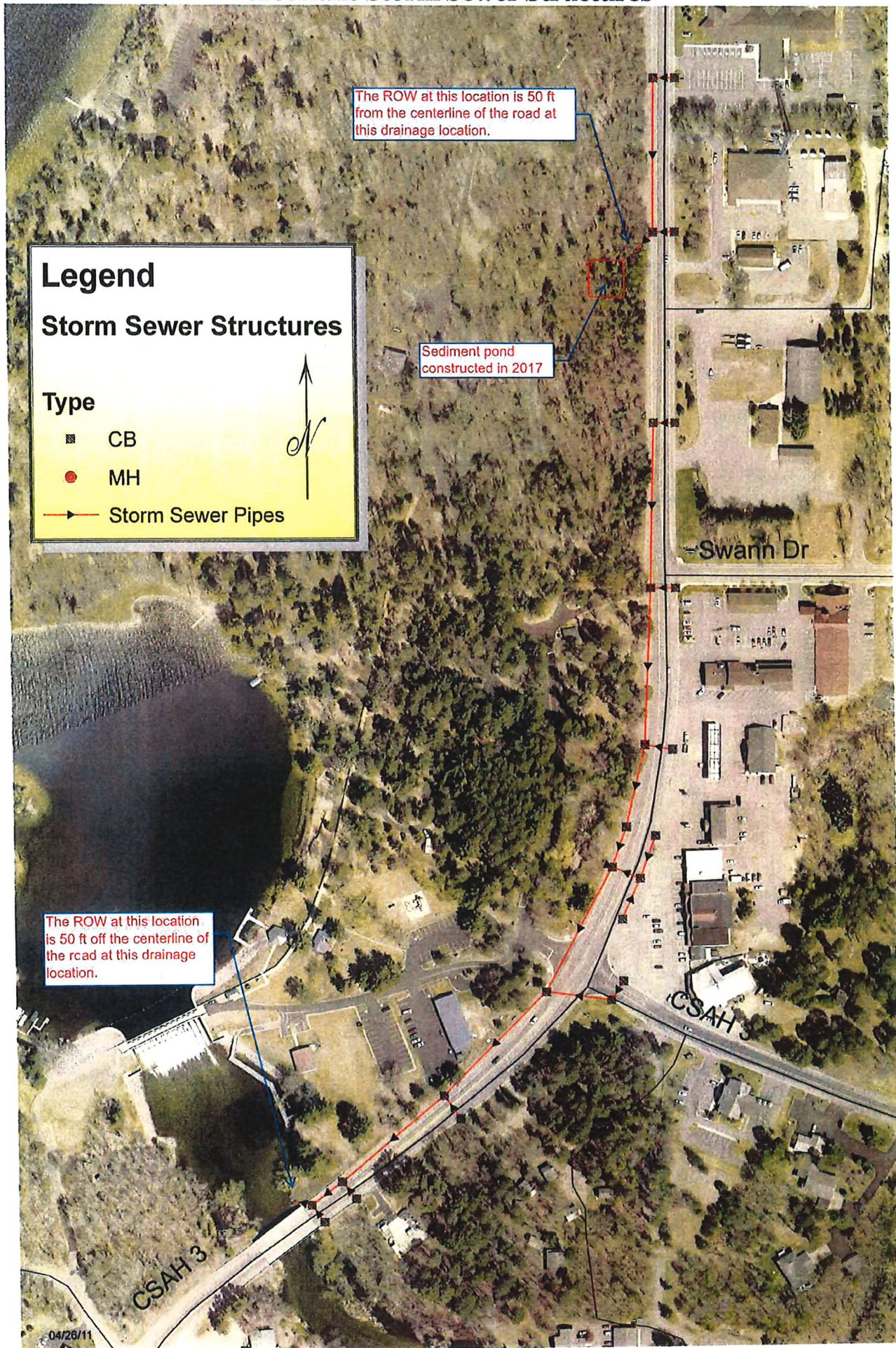
APPROVED:**CITY OF CROSSLAKE**

By: _____

Date: _____

By: 
David S. Reese, PE, Vice President

CROW WING COUNTY Crosslake Storm Sewer Structures



General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

WIDSETH SMITH NOLTING



2020 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<u>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</u>	
Level I	\$110.00
Level II	\$135.00
Level III	\$160.00
Level IV	\$170.00
Level V	\$185.00
<u>Technician</u>	
Level I	\$ 73.00
Level II	\$ 92.00
Level III	\$110.00
Level IV	\$125.00
Level V	\$140.00
Computer Systems Specialist	\$150.00
Senior Funding Specialist	\$125.00
Marketing Specialist	\$110.00
Funding Specialist	\$ 95.00
Administrative Assistant	\$ 70.00

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

Reproduction Costs	RATE
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

RESOLUTION 21-_____

RESOLUTION ACCEPTING DONATION(S)

WHEREAS, the City of Crosslake encourages public donations to help defray costs to the general public of providing services and improving the quality of life in Crosslake; and

WHEREAS, the City of Crosslake is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of citizens; and

WHEREAS, said Statute 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council; and

WHEREAS, the following person/persons and/or entity/entities has/have donated real and/or personal property as follows:

FROM	DONATION	INTENDED PURPOSE
John and Sue Favorite	\$300.00	To the Police Department
George and Maxine Riches	\$3,000.00	To the Fire Department for Equipment

; and

WHEREAS, the City of Crosslake will strive to use the donation as intended by the donor; and

WHEREAS, the City Council finds that it is appropriate to accept said donation(s) as offered.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Crosslake that the donation(s) as described above are accepted as allowed by law.

Passed this 10th day of May, 2021.

David Nevin
Mayor

ATTEST:

Michael R. Lyonais
City Administrator
(SEAL)



Work Order Signature Document

Sourcewell EZIQC Contract No.: MN-NCM-GC05-120518-HTC

☐

New Work Order

☒

Modify an Existing Work Order

Work Order Number: 079439.02

Work Order Date: 05/05/2021

Owner PO No:

Work Order Title: City of Crosslake Fire Hall Remodel Supplemental #2 South Wall Framing

Owner Name: City of Crosslake

Contractor Name: HY-Tec Construction of Brainerd, Inc.

Contact: David Nevin

Contact: Jack Steinke

Phone: (218) 820-3568

Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN-NCM-GC05-120518-HTC.

Brief Work Order Description:

Demo the existing south gable wall of the building due to rot and mold.

Time of Performance

See Schedule Section of the Detailed Scope of Work

Duration

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$32,606.77

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Jack Steinke
HY-Tec Construction of Brainerd, Inc.
11360 Business 371
Brainerd, MN 56401
No Data Input

From: David Nevin
City of Crosslake
City Hall, 37028 County Rd 66
Crosslake, MN 56442
(218) 820-3568

Date Printed: May 05, 2021

Work Order Number: 079439.02

Owner PO No:

Work Order Title: City of Crosslake Fire Hall Remodel Supplemental #2 South Wall Framing

Brief Scope: Demo the existing south gable wall of the building due to rot and mold.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Demo the existing south gable wall of the building due to rot and mold. Reframe new wall, windows, siding, insulation roofing, soffits and electrical.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: May 05, 2021

Re: IQC Master Contract #: MN-NCM-GC05-120518-HTC
Work Order #: 079439.02
Owner PO #:
Title: City of Crosslake Fire Hall Remodel Supplemental #2 South Wall Framing
Contractor: HY-Tec Construction of Brainerd, Inc.
Proposal Value: \$32,606.77

No Category Input	\$32,606.77
Proposal Total	\$32,606.77

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 05, 2021

Re: IQC Master Contract #: MN-NCM-GC05-120518-HTC
 Work Order #: 079439.02
 Owner PO #:
 Title: City of Crosslake Fire Hall Remodel Supplemental #2 South Wall Framing
 Contractor: HY-Tec Construction of Brainerd, Inc.
 Proposal Value: \$32,606.77

Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
No Category Input											
1	01	22	20	00	0048		HR	Senior Architect			\$1,938.79
							Installation	Quantity	Unit Price	Factor	Total
								8.00	177.00	1.3692	1,938.79
						x				=	
							Architectural review & design				
2	01	22	20	00	0052		HR	Engineer			\$1,971.65
							Installation	Quantity	Unit Price	Factor	Total
								12.00	120.00	1.3692	1,971.65
						x				=	
							Structural design				
3	01	22	23	00	0988		WK	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator			\$5,284.47
							Installation	Quantity	Unit Price	Factor	Total
								1.00	3,859.53	1.3692	5,284.47
						x				=	
							Forklift to set trusses				
4	01	22	23	00	0988	0037	MOD	For Equipment Without Operator, Deduct			-\$3,731.92
							Installation	Quantity	Unit Price	Factor	Total
								1.00	-2,725.62	1.3692	-3,731.92
						x				=	
5	01	74	19	00	0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.			\$642.15
							Installation	Quantity	Unit Price	Factor	Total
								1.00	469.00	1.3692	642.15
						x				=	
							Dumpster for south wall demo debris				
6	02	41	19	13	0357		SF	Demolish 4" Thick Brick Exterior Wall			\$3,458.05
							Installation	Quantity	Unit Price	Factor	Total
								770.00	3.28	1.3692	3,458.05
						x				=	
							Demo existing brick on south wall that was rotten				
7	02	87	13	33	0040		SF	>500 To 2,500 SF, Gypsum Board, Mold Abatement And Disposal			\$3,013.34
							Installation	Quantity	Unit Price	Factor	Total
								840.00	2.62	1.3692	3,013.34
						x				=	
							Remove moldy gyp from south wall				
8	06	11	16	00	0003		LF	2" x 6" Wood Rafter			\$165.54
							Installation	Quantity	Unit Price	Factor	Total
								78.00	1.55	1.3692	165.54
						x				=	
							Gable truss replacement				
9	06	11	16	00	0062		SF	2" x 6" Wood Wall Framing At 16" On Center			\$1,634.14
							Installation	Quantity	Unit Price	Factor	Total
								770.00	1.55	1.3692	1,634.14
						x				=	
							11' x 70' south wall framing				
10	06	11	16	00	0130		LF	2" x 6" Pressure Treated Wood Blocking To Wood			\$208.56
							Installation	Quantity	Unit Price	Factor	Total
								32.00	4.76	1.3692	208.56
						x				=	
							Blocking for marker boards and screen				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 079439.02

Work Order Title: City of Crosslake Fire Hall Remodel Supplemental #2 South Wall Framing

Sect.		Item		Modifier	UOM	Description				Line Total		
Labor	Equip.	Material		(Excluded if marked with an X)								
No Category Input												
11	07	21	16	00	0006	SF	5-1/2" Thick, Kraft Faced, R-21 Fiberglass Flexible Insulation				\$1,483.67	
						Installation	Quantity	Unit Price	Factor	Total		
							840.00	x	1.29	1,483.67		
						Wall insulation						
12	07	26	13	00	0010	CSF	Building Wrap (Tyvek)				\$424.67	
						Installation	Quantity	Unit Price	Factor	Total		
							7.70	x	40.28	424.67		
						Weather barrier						
13	07	41	16	00	0006	SF	4" Polyurethane Foam, 24 Gauge Galvanized Steel (Each Side), Insulated Standing Seam Metal Roof Panels				\$8,478.09	
						Installation	Quantity	Unit Price	Factor	Total		
							320.00	x	19.35	8,478.09		
						roof steel tie-in.						
14	07	46	19	00	0007	SF	28 Gauge, Painted Finish, Corrugated Steel Siding Panel				\$4,364.74	
						Installation	Quantity	Unit Price	Factor	Total		
							770.00	x	4.14	4,364.74		
						Steel siding to replace the old brick. 11' high x 70'						
15	07	62	00	00	0040	SF	0.024" Thick, Mill Finish, Aluminum Flashing And Trim				\$1,009.92	
						Installation	Quantity	Unit Price	Factor	Total		
							80.00	x	9.22	1,009.92		
						Revise base flashing at wall						
16	08	53	13	00	0151	EA	36" x 50", New Construction, Double Hung Vinyl Window (Silver Line 3900)				\$1,054.38	
						Installation	Quantity	Unit Price	Factor	Total		
							3.00	x	256.69	1,054.38		
						Replace 3 windows in the south wall						
17	08	53	13	00	0151	0450	MOD	For Colored Vinyl, Add				\$79.40
						Installation	Quantity	Unit Price	Factor	Total		
							3.00	x	19.33	79.40		
18	09	29	00	00	0013	SF	5/8" Type X Fire Rated Gypsum Board				\$1,127.13	
						Installation	Quantity	Unit Price	Factor	Total		
							840.00	x	0.98	1,127.13		
						Gyp on interior south wall.						
Subtotal for No Category Input										\$32,606.77		

Proposal Total

\$32,606.77

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Work Order Signature Document

Sourcewell EZIQC Contract No.: MN-NCM-GC05-120518-HTC

☐

New Work Order

☒

Modify an Existing Work Order

Work Order Number: 079439.14

Work Order Date: 05/05/2021

Owner PO No:

Work Order Title: City of Crosslake Fire Hall Remodel Supplemental #14 New Water Softener

Owner Name: City of Crosslake

Contractor Name: HY-Tec Construction of Brainerd, Inc.

Contact: David Nevin

Contact: Jack Steinke

Phone: (218) 820-3568

Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN-NCM-GC05-120518-HTC.

Brief Work Order Description:

Supply and install new water softener in the mechanical room

Time of Performance

See Schedule Section of the Detailed Scope of Work

Duration

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$5,791.89

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Jack Steinke
HY-Tec Construction of Brainerd, Inc.
11360 Business 371
Brainerd, MN 56401
No Data Input

From: David Nevin
City of Crosslake
City Hall, 37028 County Rd 66
Crosslake, MN 56442
(218) 820-3568

Date Printed: May 05, 2021

Work Order Number: 079439.14

Owner PO No:

Work Order Title: City of Crosslake Fire Hall Remodel Supplemental #14 New Water Softener

Brief Scope: Supply and install new water softener in the mechanical room

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Supply and install new water softener in the mechanical room, remove and disconnect the existing undersized water softener.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	May 05, 2021		
Re:	IQC Master Contract #:	MN-NCM-GC05-120518-HTC	
	Work Order #:	079439.14	
	Owner PO #:		
	Title:	City of Crosslake Fire Hall Remodel Supplemental #14 New Water Softener	
	Contractor:	HY-Tec Construction of Brainerd, Inc.	
	Proposal Value:	\$5,791.89	

No Category Input	\$5,791.89
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Proposal Total	\$5,791.89
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The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 05, 2021

Re: IQC Master Contract #: MN-NCM-GC05-120518-HTC
Work Order #: 079439.14
Owner PO #:
Title: City of Crosslake Fire Hall Remodel Supplemental #14 New Water Softener
Contractor: HY-Tec Construction of Brainerd, Inc.
Proposal Value: \$5,791.89

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

No Category Input

1	22	31	16	00	0010	EA	60,000 Grain Capacity, 1-1/2" Pipe Connection, Commercial Water Softener With Fiberglass Tanks (Watts Pure Water PWS15121C11)						\$5,791.89	
							Installation	Quantity		Unit Price		Factor	=	Total
								1.00	x	4,230.13	x	1.3692		5,791.89
Provide and install new water softener system														

Subtotal for No Category Input \$5,791.89

Proposal Total \$5,791.89

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

MEMO TO: City Council

FROM: Mayor Nevin

DATE: May 10, 2021

SUBJECT: Commission Resignations and Appointments

I hereby recommend the acceptance of the following resignations:

Public Safety Committee – Jeffrey Pfaff

Public Works Committee – Dale Melberg

I hereby recommend the following appointments:

Public Safety Committee – Curt Mowers

Public Works Committee - Tim Berg (currently an alternate) to fill term expiring
1/31/2023

From: Jeffery Pfaff <jeff.pfaff56@yahoo.com>
Sent: Monday, May 3, 2021 7:15 AM
To: City of Crosslake <cityclerk@crosslake.net>
Subject: Re: minutes for review

I am sorry but I must withdrawal from the Crosslake public safety committee. My part time work schedule has been altered so I will be unable to attend most meetings. Sorry for this, Jeff Pfaff

Sent from my iPhone

May 5, 2021

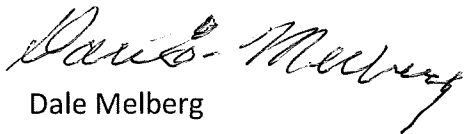
City of Crosslake
13888 Daggett Bay Rd
Crosslake, Mn 56442

This letter serves as my official notice of resignation as a member of the Public Works Commission for the City of Crosslake.

Due to personal reasons I am no longer able to provide services to the Commission noted above.

It has been a privilege to work for the City of Crosslake. Thank you.

Sincerely,


Dale Melberg



CITY OF CROSSLAKE

APPLICATION FOR APPOINTMENT TO CITY BOARD OR COMMISSION

PERSONAL INFORMATION

Name: Last Mowers First Curt

Address: _____

Phone: (H) _____ (W) _____ (Cell) _____

Occupation: mostly retired Employer: self - part time coach

Email Address: _____

Are you a Crosslake resident or property owner? ☒ Yes ☐ No If yes, ☐ Seasonal ☐ Permanent

If yes, how long have you been a Crosslake resident or property owner? 09/20

☐ Please check this box if you are currently on a board or commission and wish to be considered for reappointment. Please note below the current board or commission you are currently serving. You are not required to complete the remainder of the application.

Please rank in order which of the following boards and commissions you are interested in serving on:

_____ PLANNING AND ZONING COMMISSION (Crosslake residency or property ownership required)

_____ ECONOMIC DEVELOPMENT AUTHORITY (Crosslake residency or property ownership required)

_____ PUBLIC WORKS/CEMETERY/SEWER COMMISSION (Crosslake residency or property ownership required)

_____ PARKS AND RECREATION/LIBRARY COMMISSION (Crosslake residency or property ownership not required)

X PUBLIC SAFETY COMMITTEE

Why are you interested in being appointed to a City advisory board or commission?

- to give to my community + support public safety

What strengths and abilities would you bring to the board or commission? Please include any education and experience that would assist you in serving on a board or commission.

- 3 yrs. City Police officer
- 30+ yrs MN STATE PATROL Trooper w/ MN Dept. of Public Safety
- Co-Founder of Crow Wing County Passenger Safety Coalition (now FZD)
- past board member V. ARES. + President of the MN Alcohol Traffic Safety Assoc. (MATSA)
- 14 yrs. as Regional Public Info. Officer / Safety Ed. officer
- National Safety Council attained Defensive Driver Instructor (over)
- past state patrol first responder instructor - thru North Memorial
- trained numerous fire depts. in scene management + scene safety.

What are the most important issues facing our community over the next several years? What do you think the role of your board or commission should be in addressing those issues?

- Public Safety is ongoing + sometimes changing - just like communities - (like Crosslake). It is important to regularly assess the status + needs of a community in order to determine direction + possible changes for the sake of the safety of the community. My Role is to assist in all of this.

Attendance: Are you aware of the importance of regular meeting attendance, including the time commitment involved in preparing for meetings, and do you feel you have the time available to be an active participant? ☒ Yes ☐ No

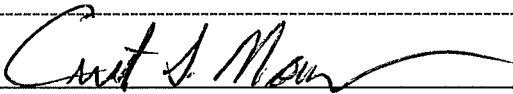
Comments:

I am very committed to my involvements

POTENTIAL CONFLICTS

Conflicts of Interest may arise by the participation in any activity, recommended action, or decision from which you receive or could potentially receive direct or indirect personal financial gain. In accordance with this definition, do you have any legal or equitable interest in any business which could be construed as a conflict of interest? ☐ Yes ☒ No

If yes, please explain:


Signature

Date

5-6-21

Note: The selection process will vary according to the number of applications and vacancies, and may not include interviews with all applicants.

THANK YOU FOR YOUR INTEREST IN SERVING ON A CITY BOARD OR COMMISSION!

Please return application to:

City of Crosslake
13888 Daggett Bay Road
Crosslake, MN 56442
218-692-2688 Phone
218-692-2687 Fax

DATA PRACTICES ADVISORY

We are required to provide the following information to you. Under Minnesota law, some of the information requested above is public information, which must be provided to anyone who requests it. Some of it is classified as private information, which is not generally available to the public. However, all of the information will be used by the City Council in determining whether you should be appointed to a Board or Commission. Therefore, the information will be provided to the City Council in a public forum and will be reviewed in public. It will therefore be part of the public record, which will be available to anyone. Failure to provide the requested information may result in your not being considered for appointment. If you have concerns about providing any of the requested information, please contact City Hall at 218-692-2688.

F. 6.

MEMO TO: City Council

FROM: Personnel Committee

DATE: May 10, 2021

SUBJECT: Recommendation to Change Employee Handbook

At its meeting of May 10, 2021, the Personnel Committee reviewed the Employee Handbook and are recommending that the following changes be made:

Regarding benefits, the Committee voted 2-1 with Mike Lyonais opposed to eliminate the 16 hours of Personal Leave that employees currently receive every year and to allow employees to use 16 hours of sick time (if they have a sick time balance of more than 12 days) for matters other than sick-related issues.

Regarding sick time balances, the Committee voted 2-1 with Mike Lyonais opposed to change the payout of sick time at retirement to 25% with 10-20 years of service and to 50% with over 20 years of service.

Regarding vacation time, the Committee voted 2-1 with Mike Lyonais opposed to clarify that all full-time employees be allowed to carry over 120 hours at the end of each year.

Attached is a memo from the League of MN Cities regarding meetings of City Councils. There was discussion at the Personnel Committee as to whether the meeting needed to be posted. The memo states that the open meeting law applies to all governing bodies of any school district, unorganized territory, county, city, town or other public body, and to any committee, sub-committee, board, department or commission of a public body. The Personnel Committee is a committee of the City Council, and therefore is governed by the open meeting law, even if no decisions are made.

RELEVANT LINKS:

Quast v. Knutson, 150 N.W.2d 199, 200 (Minn. 1967) (holding that a school board violated the open meeting law when it held a meeting in a room located 20 miles outside the school district). DPO 18-003.

Minn. Stat. § 13D.01, subd. 6. DPO 08-015. DPO 13-015 (noting that the open meeting law “is silent with respect to agendas; it neither requires them nor prohibits them”). DPO 18-003. DPO 18-011.

Minn. Stat. § 13D.01, subd. 6.

Minn. Stat. § 13D.01, subd. 1.

Southern Minnesota Municipal Power Agency v. Boyne, 578 N.W.2d 362 (Minn. 1998).

Moberg v. Indep. Sch. Dist. No. 281, 336 N.W.2d 510 (Minn. 1983). *St. Cloud Newspapers, Inc. v. Dist. 742 Community Schools*, 332 N.W.2d 1 (Minn. 1983).

C. Location

The Minnesota Supreme Court has held that, to meet the statutory requirement that meetings of public bodies shall be open to the public, “it is essential that such meetings be held in a public place located within the territorial confines of the [public body] involved.”

D. Printed Materials

At least one copy of the printed materials relating to agenda items that are provided to the council at or before a meeting must also be made available for public inspection in the meeting room while the governing body considers the subject matter.

This requirement does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

E. Groups governed by the open meeting law

The open meeting law applies to all governing bodies of any school district, unorganized territory, county, city, town or other public body, and to any committee, sub-committee, board, department or commission of a public body.

Thus, the law applies to meetings of all city councils, planning commissions, firefighter relief associations, economic development authorities, and housing redevelopment authorities, among others.

The Minnesota Supreme Court has held, however, that the governing body of a municipal power agency, created under Minn. Stat. §§ 453.51-453.62, is not subject to the open meeting law because the Minnesota Legislature granted these agencies authority to conduct their affairs as private corporations.

F. Gatherings governed by the open meeting law

The open meeting law does not define the term “meeting.” The Minnesota Supreme Court, however, has ruled that meetings are gatherings of a quorum or more of the members of the governing body, or a quorum of a committee, subcommittee, board, department, or commission thereof, at which members discuss, decide, or receive information as a group on issues relating to the official business of that governing body.

May 07, 2021

Local Government Official
Crosslake
37028 County Road 66

Crosslake, MN 56442

Dear Local Government Official:

Congratulations! I am very pleased to send you the attached notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are attached. You may find a copy of our "Guide to Understanding Pay Equity Compliance" and other resources on our Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us

Again, congratulations on your achievement!

Sincerely,
Dominique Murray
Pay Equity Coordinator



Notice of Pay Equity Compliance

Presented to

Crosslake

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2021 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

May 07, 2021

Date

Jim Schowalter, Commissioner

Results of Tests for Pay Equity Compliance

Date: May 07, 2021

Jurisdiction: Crosslake

ID#: 679

1. Completeness and Accuracy Test

☒ Passed. Required information was submitted accurately and on time.

2. Statistical Analysis Test

☐ Passed. Jurisdiction had more than three male classes and an underpayment ratio of 80% or more.

☒ Passed. Jurisdiction had at least six male classes, at least one class with a salary range, an underpayment ratio below 80% but a t-test that was not statistically significant.

3. Salary Range Test

☐ Passed. Too few classes had an established number of years to move through a salary range.

☒ Passed. Salary range test showed a score of 80% or more.

4. Exceptional Service Pay Test

☐ Passed. Too few classes received exceptional service pay.

☒ Passed. Exceptional service pay test showed a score of 80% or more.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us