

SPECIAL COUNCIL MEETING
CITY OF CROSSLAKE
FRIDAY, SEPTEMBER 3, 2021
9:00 A.M. – CITY HALL

1. Call to Order
2. Discuss and Appoint Negotiating Team for Labor Union Contracts (Motion)
3. Accept Resignation from Police Sergeant (Motion)
4. Review and Approve Proposed Plan to Fill Open Positions in Police Department (Motion)
5. Review Email dated August 31, 2021 from Phil Martin Re: CSAH 66 Pedestrian Ramps and Approve Quote for Cement Work (Motion)
6. Review Letter dated September 3, 2021 from Chip Lohmiller Re: EMAC Request State of Louisiana – IGA Agreement (Motion)
7. Approve Bills for Payment (Motion)
8. Adjourn

13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.

Subdivision 1. **Procedure.** (a) Section 13D.01, subdivisions 1, 2, 4, 5, and section 13D.02 do not apply to a meeting held pursuant to the procedure in this section.

(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

(c) The time of commencement and place of the closed meeting shall be announced at the public meeting.

(d) A written roll of members and all other persons present at the closed meeting shall be made available to the public after the closed meeting.

Subd. 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body.

(b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

Subd. 3. **If violation claimed.** (a) If an action is brought claiming that public business other than discussions of labor negotiation strategies or developments or discussion and review of labor negotiation proposals was transacted at a closed meeting held pursuant to this section during the time when the tape is not available to the public, the court shall review the recording of the meeting in camera.

(b) If the court finds that this section was not violated, the action shall be dismissed and the recording shall be sealed and preserved in the records of the court until otherwise made available to the public pursuant to this section.

(c) If the court finds that this section was violated, the recording may be introduced at trial in its entirety subject to any protective orders as requested by either party and deemed appropriate by the court.

History: 1957 c 773 s 1; 1967 c 462 s 1; 1973 c 123 art 5 s 7; 1973 c 654 s 15; 1973 c 680 s 1,3; 1975 c 271 s 6; 1981 c 174 s 1; 1983 c 137 s 1; 1983 c 274 s 18; 1984 c 462 s 27; 1987 c 313 s 1; 1990 c 550 s 2,3; 1991 c 292 art 8 s 12; 1991 c 319 s 22; 1994 c 618 art 1 s 39; 1997 c 154 s 2

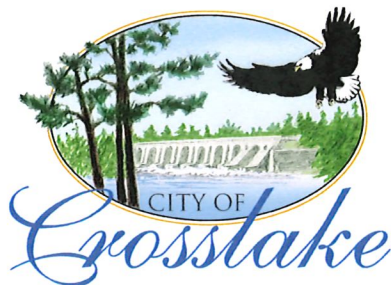
To Chief Erik Lee and the City of Crosslake,

As of 09/06/2021, I am resigning my position as a Sergeant and full time police officer for the City of Crosslake. My last day worked will be 09/02/2021. I would like to stay on in a part time position to assist with transitioning to a new Sergeant, if that is possible.

This resignation is for personal reason. I want to thank the City of Crosslake for my employment throughout the years. I would also like to thank Chief Lee for the incredible job he has done for the police department and for the city.

Thank you,

Sergeant Eric J. Swanson #303 Crosslake PD



4.

City of Crosslake
POLICE DEPARTMENT
13888 Daggett Bay Rd
Crosslake, MN 56442
Police Chief Erik J. Lee
OFFICE: 218/692-2222 • FAX 218/692-3076

Proposed Plan to Fill Open Positions

1. Request to immediately move Adam Casanova to permanent full time with six month probation.
2. Request to move Officer Jake Maier to Interim Sergeant as of September 1, 2021.
 - a. Compensation?
 - b. Timeline to interview qualified full time officers for Sergeant?
 1. Who will be responsible for interviews?
 - a. Personnel or Public Safety?
3. Replace open officer position in October through part time officer pool.
4. ~~Request to hire Cody Haines as part time officer pending background investigation, physical and psychological evaluations~~
5. Use existing part time officers to fill shifts due to vacation/sick/training.
6. Research hiring Administrative Assistant 2022 to assist with administrative tasks and have a presence at police window multiple days of week.
 - a. Can position be shared with Fire/P&Z?

City of Crosslake

From: Phil Martin <Phillip.Martin@bolton-menk.com>
Sent: Tuesday, August 31, 2021 11:34 AM
To: City of Crosslake
Cc: Ted Strand; Mike Lyonais (mlyonais@crosslake.net); 'Mayor Nevin'
Subject: RE: meeting notice
Attachments: CrossLake 66 ped ramps quote with Aitkin cost info.pdf

Hi Char

I note that the concrete work for the pedestrian ramps will be discussed on Friday. I am uncertain that I can attend so I wanted to provide some information for Council review and also update them regarding a recent conversation with the County.

First of all, we have submitted the plan to every concrete contractor that we are familiar with that can do the concrete ramp work, including some that have no experience with this type of work. We recently received a quote from Beach Construction, who has done the ramp work in the past. For your use, I provided their quote along with construction numbers we had for a project in Aitkin for comparison. The construction cost comparison is not apples to apples. There is economy of scale in construction costing. The work considered in Crosslake is small in comparison. My point is that considering the time of the year, the small nature of the work, and the City's goal to get the pedestrian safety improvements in ASAP, I would recommend you accept the Beach quote and move forward, unless you want to delay the improvements completely and consider the work as part of construction improvements in 2022. This would require the City to move forward with those (CSAH 66 utility extension) improvements.

Secondly, I had a conversation with Tim Bray yesterday. He wants to work with the City. If a contractor is hired and the work is completed in a timely manner, the County would be willing to allow the RRFBs to be installed before the concrete work was completed.

He also indicated that he would be willing to entertain a request for County cost participation. The decision regarding approval and the amount of participation rests with the County Board but Tim expressed a willingness to consider it if a request was made. My recommendation would be for the City to request cost participation from the County based on the County's current cost participation policy.

I don't know how much the County would be willing to consider, but I think this would be a fair starting point for discussion. Clearly the RRFBs and ADA improvements provide a safety benefit to the County Highway. However, the City should anticipate the County will point out that they believe a substantial portion of the RRFB and pedestrian improvements was going to be covered by a pending grant for the downtown pedestrian safety improvements that have been considered in the last couple years.

Thanks

Phil Martin
 218-821-7265

From: City of Crosslake <cityclerk@crosslake.net>
Sent: Monday, August 30, 2021 3:33 PM
To: cityclerk@crosslake.net
Subject: meeting notice

Beach Construction LLC

14011 13th Ave SW, Pillager, MN 56473

Phone: Eric- 218-838-3422, Fax: 218-828-9595, Email: beachconst@gmail.com

Project Name: CSAH (deRRFB) Improvements Bid Number: 1
Project Location: Crosslake Bid Date: 8-30-2021

Item #	Description	Quantity & Unit	Unit Price	Subtotal
1	Mob	1 EA	\$ 600.00	\$ 600.00
2	Remove Curb & Gutter	52 L.F.	\$ 10.00	\$ 520.00
3	Remove Sidewalk	300 S.F.	\$ 5.00	\$ 1500.00
4	Remove Bituminous	520 SF.	\$ 5.00	\$ 2600.00
5	6" concrete walk	532 SF	\$ 21.00	\$ 11,172.00
6	Install domes	20 SF	\$ 20.00	\$ 400.00
7	Concrete V-curb	58 LF	\$ 45.00	\$ 2,610.00
8	Concrete C&G B6-24	52 FF	\$ 45.00	\$ 2,340.00
			\$	\$
			\$	\$
			\$	\$
			Total	\$ 21,742.00

1 block construction - Aitkin Bid March 2021

	Unit	Qty	Unit Cost
Remove Curb & Gutter	LF	680	\$ 3.00
Remove Sidewalk	SF	4350	\$ 0.80
Remove Bituminous	SY	2690	\$ 2.00
4" Concrete Walk	SF	4150	\$ 5.50
F & I Truncated Domes	SF	70.3	\$ 45.00
Concrete V-curb	LF	0	\$ -
Concrete Curb & Gutter B618	LF	800	\$ 22.50

Total Aitkin 3rd St NE cost about \$450,000



City of Crosslake, Minnesota
FIRE DEPARTMENT

Friday September 3, 2021

Memo:

RE: EMAC Request State of Louisiana – IGA Agreement

To: Mayor, Council Members

The Minnesota Department of Public Safety Homeland Security and Emergency Management division has received two separate Emergency Management Assistance Compact (EMAC) requests from the state of Louisiana in response to Hurricane Ida.

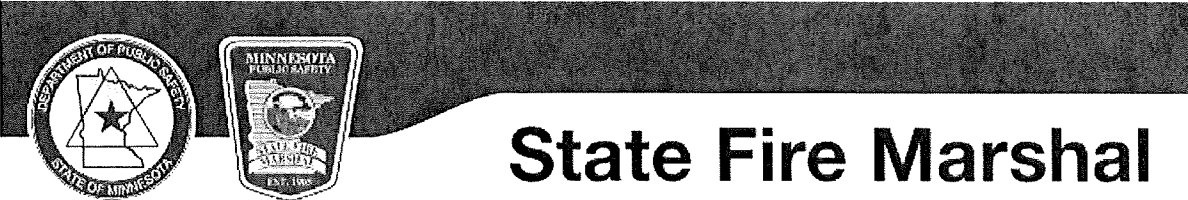
Please consider The City of Crosslake Fire Department resources and availability to fulfill these requests. We would send Tender 4 with two Firefighters for request one and no more than four Firefighters for request two.

Attached you will find the EMAC Request and the Intergovernmental Agreement (IGA).

Action: I am looking for Council Approval to send resources out of state.

Thank you,

Chip Lohmiller
Chief
Crosslake Fire Department



State Fire Marshal

EMAC Requests From the State of Louisiana

The Minnesota Department of Public Safety Homeland Security and Emergency Management division has received two separate Emergency Management Assistance Compact (EMAC) requests from the state of Louisiana. Please consider your resources and availability to fulfill these requests.

EMAC request 1

- 20 water tenders
- 2,000-3,000 gallon capacity
- Crew of two
- 14-day deployment

EMAC request 2

- Up to 300 structural firefighters
- Crews will be staffing existing stations and equipment
- No apparatus needed
- Must bring full structural PPE, SCBA and spare SCBA bottles
- Must be able to be self-sufficient and may be in primitive conditions
- 21-day deployment

There will be six days added to each deployment to allow for travel to and from Louisiana. The sending agency is responsible to cover all costs upfront and will be reimbursed sometime after the deployment. Agencies should ensure they have support from their local governing body before offering to participate in this request. If your agency is able to help support this effort, you will also need to submit cost estimates which are then approved by the sending agency prior to deployment. In the cost estimate you may need to consider the following:

- Personnel costs (including wages, overtime, benefits and fringe)
- Travel costs (including hotel, meals, fuel, etc.)
- PPE costs
- Incidentals
- Apparatus cost (for those sending water tenders either as mileage or the rate for the vehicle)

At this point, teams may travel as soon as Sept. 6 for the deployment or Louisiana may delay teams for a future date. Teams should be prepared to be flexible for the timeline.

Submissions for potential deployment should be submitted to Chief Scott Gerber by Friday, Sept. 3 at noon. Contact Chief Gerber at 952-949-8336 or sgerber@edenprairie.org.

Tuesday August 31, 2021

**INTERGOVERNMENTAL AGREEMENT (IGA)
NON-GOVERNMENTAL ORGANIZATION AGREEMENT (NGOA)
TRIBAL AGREEMENT (TA)**

Between

MN Department of Public Safety
Homeland Security and
Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101-6223

and

Jurisdiction: _____

Address: _____

Contact Person: Jacob Beauregard
Phone: 612-437-0390
E-mail: Jacob.Beauregard@state.mn.us

Contact Person: _____
Phone: _____
E-mail: _____

INTRODUCTION:

The Minnesota Department of Public Safety, Homeland Security & Emergency Management [HSEM], pursuant to Minnesota Statutes, Sections 12.27, subd. 2, and 192.89, the "Interstate Emergency Management Assistance Compact" (EMAC), coordinates emergency management and interstate mutual aid for the State of Minnesota. EMAC is the interstate mutual aid agreement to which all states belong that allows states to assist each other in times of disaster. When any member state's Governor declares a disaster or when a disaster is imminent, other member states may agree to provide assistance in response to requests from the impacted state(s). The assistance from other member states may be in the form of personnel and/or other resources.

EMAC has been implemented to assist the State(s)/Territory of _____ to respond to _____. In response to pending EMAC requests, HSEM through the Minnesota Emergency Management Assistance Compact (MN-EMAC) has identified experienced and qualified public/private/tribal employees who are available to deploy and have agreed to assist with the response and recovery missions in the _____.

Work conditions may be sub-standard with extended hours during the week, weekends, and holidays. The customary work hours under this agreement are for **12 hour shifts or as approved by MN-EMAC**. In some instances, responders must be prepared to be self-sustained for several days. For each individual county/city/ngo/tribe participating in the EMAC response effort, the following intergovernmental agreement, non-governmental and tribal agreement must be executed.

TERMS AND CONDITIONS:

Authority: Pursuant to Minnesota Statutes, Sections 12.27, subd. 2, and 192.89, HSEM through MN-EMAC and County/City/NGO/Tribal _____

establish this intergovernmental/ngo/tribal agreement for utilization of personnel and/or resources.

_____, who is currently employed as a _____

by _____ County/City/NGO/Tribal, Minnesota, has agreed to assist HSEM through MN-EMAC with the EMAC mission described above. The period of deployment will commence on _____, and end on or before _____.

No extensions of time will be granted without written approval.

Employee status: During the period of deployment, _____ shall remain an employee of _____ County/City/NGO/Tribe, on detail as an employee(s) of the sending county/city/ngo/tribe for purposes of the EMAC deployment as assigned by HSEM under MN-EMAC. The county/city/ngo/tribal employee(s) will continue to be paid by his/her county/city/ngo/tribal employer, and will continue to receive the same benefits as if working at his/her home station, and will carry with him/her all workers compensation and employee benefits as if working at his/her home station. HSEM assumes no responsibility for this county/city/ngo/tribal employee(s) other than the obligation to coordinate activities through MN-EMAC and to process expense reports through the EMAC reimbursement process. The employer or employee(s), in consultation with HSEM through MN-EMAC, shall make and incur costs for all necessary logistical arrangements, including airline, lodging, per diem expenses and other necessary miscellaneous expenses.

Liability: Officers or employees of a party state, local jurisdiction, non-governmental organization, or tribal officers or employees deemed to be employees of a party state, local jurisdiction, non-governmental organization, or tribe rendering aid in another state pursuant to this compact shall be considered agents of the requesting state for tort liability and immunity purposes; and no party state or its officers or employees, non-governmental organization, and tribes rendering aid in another state pursuant to this compact shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. "Good faith" in this subdivision does not include willful misconduct, gross negligence, or recklessness.

Logistics: The employee(s) will report to the _____ upon arrival and perform duties as assigned. The deployed Task Force leader, Strike Team leader, or Team leader will provide emergency contact information and status reports for the employee to MN-EMAC operations on a designated time schedule. MN-EMAC will provide to the county/city/ngo/tribe contact information and accountability reports throughout the period of deployment.

Equipment: Limited resources are available in the affected area. EMAC assistance requests assume that personnel deployed under MN-EMAC will provide the necessary personal equipment needed to perform the assigned task(s). All MN-EMAC A-Teams will be deployed with provided Go-Kits containing essential equipment to perform the set duties of an A-Team.

Reimbursement: Estimated amount -- \$ _____. The amount provided above is to be used as an estimate only. The final amount could be higher or lower depending on actual costs. All wages shall be calculated **at a 12 hour work day**. Consisting of 8 hours of regular pay and 4 hours of overtime pay. The pay calculations will start at zero hours at the beginning of the deployment.

Within 20 days of the termination of this deployment, _____ County/City/NGO/Tribe shall complete and submit to MN-HSEM an EMAC Form R-2, a copy of which is attached to this agreement. Reimbursement may be requested for actual costs incurred for this deployment, including compensation (including overtime pay), benefits, travel, lodging, and expenses (subject to any limitations applicable to the employee under the county/city/ngo/tribal existing policies); government vehicle cost(s); and equipment cost(s), (including any loss, damage to, or expense incurred in the operation of the equipment).

HSEM through MN-EMAC shall be responsible for requesting reimbursement for eligible expenses from the requesting state. Upon receipt of reimbursement from the requesting state, HSEM will provide reimbursement to the county/city/ngo/tribe in a final amount for the authorized expenses claimed on the Form R-2, within 30-days of receiving the reimbursement from the requesting state.

RELEASE OF INFORMATION RELATING TO EMAC OPERATIONS

All information, directly or indirectly, associated with Minnesota Emergency Management Assistance Compact (MN-EMAC) deployments is the property of the state of Minnesota and falls under the control of MN-EMAC. Any person(s), directly or indirectly, involved in any MN-EMAC operation **can not release** information, documents or direct statements to the public or news media unless authorized. All information **SHALL** be vetted and approved for release by a designated MN-EMAC Authorized Representative, Designated Contact, (as outlined in MN statute 192.89) or designated Public Information Officer from the Minnesota Department of Public Safety.

ALTERATIONS AND AMENDMENTS

This Agreement may only be amended by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY: _____
(sign)

Joe Kelly, Director
Homeland Security & Emergency Management

Date

BY: _____
(sign)

Name: _____

County/City/NGO/Tribal

Date

BILLS FOR APPROVAL
September 3, 2021

VENDORS	DEPT		AMOUNT
AAA Equipment Center, belt	PW		30.19
AW Research, water testing	Sewer		423.90
American Door Works, door repair	PW		178.50
American Water Works Assn, membership dues	Sewer		221.00
Aspen Mills, uniform	Fire		603.25
Baker & Taylor, books	Library		103.56
Banyon Data Systems, software support	Admin		1,590.00
Brainerd Lakes Chamber, annual contribution	Gov't		3,500.00
Brock White, bull float bracket, blade, snap handle	Park		244.43
Brock White, hand bar ties, bar chair support	PW		77.40
Brock White, column forms	PW		236.58
Brock White, ada cast iron domes	PW		856.15
Campion, Barrow & Associates, law enforcement testing	Police		440.00
City of Crosslake, sewer utilities	ALL		156.00
Crosslake Communications, phone, fax, cable, internet	ALL		2,548.30
Crow Wing Power, electric service	ALL	pd 8-18	8,539.14
Definitive Integrations, audio visual equipment	Fire		19,913.21
Fastenal, cable ties, markers, rings, connectors	PW		543.22
Fastenal, cable ties, tape, screws, saw blades	PW		298.40
Fire Catt, hose testing	Fire		3,248.00
Fire Instruction & Rescue, ff safety training	Fire		650.00
Fire Safety USA, hose, adapters	Fire		2,424.00
Forum Communications, ordinance 371	Gov't		32.80
Forum Communications, public hearing notice	PW		196.80
Forum Communications, meeting notice of 8/27	PZ		51.25
Ganz Cleaning, july cleaning	Fire		200.00
Hawkins, chemicals	Sewer		2,282.51
Holden Electric, replace receptacles	Sewer		226.58
Holiday Station, water	Fire		71.88
Jefferson Fire and Safety, tools	Fire		1,947.55
Joe Chase, meal reimbursements	Sewer	pd 8-10	60.00
Johnson, Killen & Seiler, personnel matters, negotiations	Gov't		1,766.50
Kamco, crack sealing	PW		72,000.00
Kirvida, oil changes and pump testing	Fire		4,609.81
Lakes Printing, letterhead	PZ/Admin		212.20
Lakes Printing, business cards	PZ		58.90
Linescape Linestriping, road striping	PW		21,517.00
Mastercard, Adobe, acrobat pro dc	Admin		193.15
Mastercard, Amazon, push button switch	Park		8.48
Mastercard, Amazon, basketballs	Park		177.60
Mastercard, Emblem Enterprises, badges	Police		487.00
Mastercard, Menards, load extender, ratchet	PW		134.81
Mastercard, Microsoft, monthly premium	Police		75.16
Mastercard, RTIC, tumblers	Police		2,270.30
Mastercard, Symbol Arts, artwork	Police		360.00

MR Sign, address number signs, street sign	PW		303.48
Menards, jack, flashlights, light kits	PW		221.92
Metro Sales, copier lease	Police		48.34
Mid MN Drug Testing, drug test	Gov't	pd 8-10	50.00
Midwest Machinery, tire valves	PW		7.16
MN Fire Service Certification Board, recertifications	Fire		675.00
Moonlite Square, premium fuel	Park		9.21
Municode, city code update	Gov't		1,554.32
Napa, belt	Park		80.46
Nate Deshayes, meal reimbursement	Sewer	pd 8-16	100.00
Nate Deshayes, mileage and parking reimbursement	Sewer		130.52
Northland Press, ordinance 371	Gov't		59.50
Northland Press, book sale ad	Library		36.00
Northland Press, meeting notice of 8/27	PZ		85.00
Northland Press, public hearing notice	PW		340.00
Northland Press, ad for bids	Sewer		272.00
Pro Hydro Testing, hydro testing scba cylinders	Fire		1,316.00
Quadient Postage Funding, postage	ALL		700.00
Riteway Business Forms, checks	Admin		218.68
Seth Wannebo, uniform reimbursement	PW		295.73
Seth Wannebo, meal reimbursement	Sewer	pd 8-18	100.00
Seth Wannebo, mileage reimbursement	Sewer		100.80
Shipman Auto Parts, side view mirror	Park		75.00
Ted Strand, reimburse mileage and meals	Sewer	pd 8-18	238.40
The Office Shop, office supplies	Park		47.15
The Office Shop, nameplates	PW/Park		247.69
TJ Graumann, mileage reimbursement	Park		19.04
Uline, conference table	Gov't		827.75
Uline, speed bumps	Park		635.62
Xcel Energy, gas utilities	ALL		227.29
Ziegler, sweeper repair	PW		3,335.84
TOTAL			168,123.41