

**REGULAR COUNCIL MEETING  
CITY OF CROSSLAKE  
MONDAY, AUGUST 11, 2025  
6:00 P.M. – CITY HALL**

The Crosslake City Council held the Regular Council Meeting on Monday, August 11, 2025 in City Hall. The following Council Members were present: Mayor Jackson Purfeerst, Jayme Knapp, Bob Heales, Sandy Farder, and Robin Sylvester. Also in attendance were City Administrator Lori Conway, City Clerk Char Nelson, Park & Recreation Director TJ Graumann, Public Works Director Pat Wehner, Fire Chief Chip Lohmiller, Police Chief Jake Maier, City Engineer Phil Martin, and Echo Publishing Reporter Tom Fraki. City Attorney Joe Langel and Police Administrative Assistant Jen LeBlanc attended via Zoom. There were approximately twenty audience members in City Hall and on Zoom.

**A. CALL TO ORDER** – Mayor Purfeerst called the Regular Council Meeting to order at 6:00 P.M. The Pledge of Allegiance was recited. MOTION 08R-01-25 WAS MADE BY SANDY FARDER AND SECONDED BY BOB HEALES TO APPROVE THE ADDITIONS TO THE AGENDA. MOTION CARRIED WITH ALL AYES.

**B. SHORT-TERM RENTAL APPEALS**

1. Lori Conway reported that the property at 38646 Windsor Ave was operating as a Short-Term Rental but has not obtained a City-issued license. Owner, Cole Volkers, appealed the \$3,000 fine, by written letter, because there was confusion surrounding the application process and uncertainty about the expectations. Mr. Volkers was not present at this meeting. Jen LeBlanc stated that Mr. Volkers is in the process of applying for a license. Chip Lohmiller stated that he has not inspected the property yet. MOTION 08R-02-25 WAS MADE BY SANDY FARDER AND SECONDED BY BOB HEALES TO ACCEPT \$1,000 IN FINES SHOULD MR. VOLKERS COMPLETE THE LICENSING PROCESS BY THE END OF THE MONTH. MOTION CARRIED WITH ALL AYES.
2. Lori Conway reported that the City received two complaints regarding trash at the short-term rental at 35059 County Road 3, operated by Ben and Zoie Vanden Wymelenbergh. After the first complaint, the City called and let them know to correct the issue and then a second complaint came in. Ben Vanden Wymelenbergh appeared via Zoom and stated that the fee schedule for the fines was not apparent when he was filling out the paperwork and would have been more proactive if he had known the fine was \$1,000. Jackson Purfeerst stated that the City will add a copy of the fee schedule to the paperwork next year. Jen LeBlanc stated that the application does require applicants to acknowledge that they have read and understand the ordinance, which references the fee schedule. MOTION 08R-03-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY BOB HEALES TO REDUCE THE FINE FOR TRASH VIOLATION TO \$500 FOR PROPERTY AT 35059 COUNTY ROAD 3. MOTION CARRIED WITH ALL AYES.
3. Lori Conway reported that the City received two complaints regarding trash at the short-term rental at 12392 Ivy Lane, operated by David and Erin Olson. After the first complaint, the City called and let them know to correct the issue and then a second complaint came in. The Olsons appeared via Zoom and Erin Olson stated that they had

had problems with the system from the beginning and were never notified that Crosslake was taking over the application process. Ms. Olson stated that she is the main contact of the business and that Chip Lohmiller spoke to her husband, David, regarding the trash complaint. Ms. Olson gave a lengthy report regarding issues with their neighbor, temporary structures for trash cans, definition of roadside, and suggested changes to the ordinance. MOTION 08R-04-25 WAS MADE BY SANDY FARDER AND SECONDED BY ROBIN SYLVESTER TO REDUCE THE FINE FOR TRASH VIOLATION TO \$500 FOR PROPERTY AT 12392 IVY LANE. MOTION CARRIED WITH ALL AYES.

#### **C. PUBLIC FORUM**

1. Pat Netko of the Crosslakers reported that they will be hosting Crosslake's Future – A Community Visioning Event – on Thursday, August 21, from 5:30pm to 7:30pm at The Gathering Event Center at 34212 County Road 3 and everyone is welcome to attend.
2. MOTION 08R-05-25 WAS MADE BY SANDY FARDER AND SECONDED BY JAYME KNAPP TO APPROVE THE SERVING OF CHILI ON SATURDAY, SEPTEMBER 27, 2025, ACCORDING TO THE MN DEPARTMENT OF HEALTH'S RULES AND GUIDELINES FOR CROSSLAKE DAYS. MOTION CARRIED WITH ALL AYES.

MOTION 08R-06-25 WAS MADE BY BOB HEALES AND SECONDED BY JAYME KNAPP TO ALLOW THE CLOSURE OF PIONEER DRIVE ON SATURDAY, SEPTEMBER 27, 2025, FOR THE CORN HOLE TOURNAMENT AND STREET DANCE. MOTION CARRIED WITH ALL AYES.

#### **D. CONSENT CALENDAR – MOTION 08R-07-25 WAS MADE BY JACKSON PURFEERST AND SECONDED BY SANDY FARDER TO APPROVE THE FOLLOWING ITEMS LISTED ON THE CONSENT CALENDAR:**

1. Regular Council Meeting Minutes of July 14, 2025
2. Special Council Meeting Minutes of July 23, 2025
3. Special Council Meeting Minutes of August 6, 2025
4. July 2025 Budget Revenues
5. July 2025 Budget Expenditures
6. July 2025 Balance Sheet
7. Memo dated July 22, 2025 from Sharyl Murphy Re: TIF Reimbursement
8. Police Reports for Crosslake, Mission Township and City of Manhattan Beach – July 2025
9. Independent Audit Report of Crosslake Police Department's Portable Recording System
10. Fire Department Report – July 2025
11. Public Safety Commission Meeting Minutes of July 2, 2025
12. Public Works Meeting Minutes of July 7, 2025
13. Public Works Meeting Minutes of July 21, 2025
14. Planning & Zoning Commission Meeting Minutes of June 26, 2025
15. Waste Partners Recycling Report for June 2025
16. Approval of Temporary On Sale Liquor License for Knights of Columbus on 9/27/25

17. Bills for Approval in the Amount of \$253,570.44  
18. Additional Bills for Approval in the Amount of \$36,153.16  
MOTION CARRIED WITH ALL AYES.

**E. MAYOR'S AND COUNCIL MEMBERS' REPORT**

1. MOTION 08R-08-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY JAYME KNAPP TO APPROVE RESOLUTION NO. 25-20 ACCEPTING DONATIONS FROM PAL FOUNDATION IN THE AMOUNT OF \$48,313.90 FOR PICKLEBALL, FROM CROSSLAKE FIREFIGHTERS RELIEF ASSOCIATION IN THE AMOUNT OF \$14,495.00 FOR LUCAS CHEST COMPRESSION DEVICE, FROM CROSSLAKE FIREFIGHTERS RELIEF ASSOCIATION IN THE AMOUNT OF \$13,906.00 FOR GEAR EXTRACTOR, FROM CROSSLAKE FIREFIGHTERS RELIEF ASSOCIATION IN THE AMOUNT OF \$11,542.50 FOR AUTO EXTRICATION TOOL, AND FROM CAROLYN BREITBACH IN THE AMOUNT OF \$50.00 FOR THE FIRE DEPARTMENT IN MEMORY OF STEVE ROE. MOTION CARRIED WITH ALL AYES.
2. Jackson Purfeerst reported that he publicized a letter from himself to North Memorial Health Ambulance dated August 6, 2025 regarding lack of dedicated ambulance coverage in Crosslake. Mayor Purfeerst noted that North Memorial changed their staffing model in 2023 and their response times in Crosslake have increased significantly.
3. Jackson Purfeerst reported that he publicized a Community Update dated August 9, 2025 regarding ambulance service, including the history of ambulance service in Crosslake. Mayor Purfeerst noted that he, Chief Lohmiller, Jory Danielson, and representatives from North Memorial met today and discussed working to make service better for Crosslake residents.
4. MOTION 08R-09-25 WAS MADE BY JAYME KNAPP AND SECONDED BY SANDY FARDER TO EXPLORE AND CONTINUE TO SEEK GRANTS, FUNDING, AND PROPOSALS FOR HIGH-SPEED ELECTRIC VEHICLE CHARGING STATION AT THE FIRE HALL AND INSTALLATION OF SOLAR POWER SYSTEMS IN CITY BUILDINGS. MOTION CARRIED WITH ALL AYES.
5. Jackson Purfeerst read a memo dated August 10, 2025 regarding a policy on City-led community partnership projects, which would clarify the process and responsibilities of the individuals involved. All projects would be assigned a city staff liaison to lead the City portion of the project. MOTION 08R-10-25 WAS MADE BY SANDY FARDER AND SECONDED BY BOB HEALES TO APPROVE THE POLICY ON CITY-LED COMMUNITY PARTNERSHIP PROJECTS AND TO ADD THE WORD "CITY" BEFORE THE WORD "PROJECT" IN THE SECOND SENTENCE OF KEY POLICY POINTS #2. MOTION CARRIED WITH ALL AYES.

**F. CITY ADMINISTRATOR'S REPORT**

1. MOTION 08R-11-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY BOB HEALES TO APPROVE THE CITY OF CROSSLAKE DATA PRACTICES

POLICY FOR THE PUBLIC DATED AUGUST 1, 2025. MOTION CARRIED WITH ALL AYES.

2. MOTION 08R-12-25 WAS MADE BY SANDY FARDER AND SECONDED BY ROBIN SYLVESTER TO REVISE THE EMPLOYEE HANDBOOK TO STATE THAT EMPLOYEES THAT WORK AT LEAST 30 HOURS PER WEEK ARE ELIGIBLE TO RECEIVE H.S.A. BENEFITS, AT THE PERCENTAGE OF HOURS WORKED, IF THEY PARTICIPATE IN THE CITY'S HEALTH CARE PLAN. MOTION CARRIED WITH ALL AYES. Robin Sylvester stated that she would like to consider lowering the eligibility threshold for employees that work at least 20-25 hours per week, for 2026.
3. Char Nelson presented the first reading of Ordinance Naming an Unnamed Road as Sunup Trl and Adding the Road Name to the Master Road Name Index. No comments from the Council or public were received. The second reading and approval of ordinance will take place no later than September 8, 2025.

## **G. COMMISSION REPORTS**

### **1. PUBLIC SAFETY**

- a. MOTION 08R-13-25 WAS MADE BY SANDY FARDER AND SECONDED BY BOB HEALES TO APPROVE THE REVISED CROSSLAKE FIREFIGHTERS' RELIEF ASSOCIATION BYLAWS REGARDING PENSION. MOTION CARRIED WITH ALL AYES.
- b. MOTION 08R-14-25 WAS MADE BY JAYME KNAPP AND SECONDED BY BOB HEALES TO DIRECT STAFF TO PAINT THE CURB YELLOW AT THE INTERSECTION OF COUNTY ROAD 66 AND DAGGETT PINE ROAD. MOTION CARRIED WITH ALL AYES.
- c. MOTION 08R-15-25 WAS MADE BY BOB HEALES AND SECONDED BY JAYME KNAPP TO SUBMIT A FORMAL REQUEST TO THE CROW WING COUNTY HIGHWAY DEPARTMENT TO PLACE "NO JUMPING" SIGNS ON EACH END OF BRIDGE ON COUNTY ROAD 66 BETWEEN YOUR BOAT CLUB AND MARINE MAX. MOTION CARRIED WITH ALL AYES.
- d. Robin Sylvester read a letter from Sheriff Eric Klang to U.S. Immigration & Customs Enforcement. Ms. Sylvester stated that the City of Brainerd approved a resolution in support of the Sheriff's efforts to work with ICE and suggested that Crosslake do the same. MOTION 08R-16-25 WAS MADE BY SANDY FARDER AND SECONDED BY BOB HEALES TO APPROVE RESOLUTION NO. 25-21 SUPPORTING CROW WING COUNTY SHERIFF'S OFFICE AGREEMENT. MOTION CARRIED WITH ALL AYES.

### **2. PARK AND RECREATION/LIBRARY – None.**

### **3. PUBLIC WORKS/CEMETERY/SEWER**

- a. MOTION 08R-17-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY BOB HEALES TO APPROVE PAY REQUEST NO. 2 (FINAL PAYMENT) FROM ACM, LLC FOR THE MILINDA SHORES BRIDGE WINGWALL IMPROVEMENTS IN THE AMOUNT OF \$6,158.50. MOTION CARRIED WITH ALL AYES.
- b. MOTION 08R-18-25 WAS MADE BY SANDY FARDER AND SECONDED BY ROBIN SYLVESTER TO APPROVE PAY REQUEST NO. 2 FROM DECHANTAL EXCAVATING, LLC FOR HARBOR LANE IMPROVEMENTS IN THE AMOUNT OF \$75,952.45. MOTION CARRIED WITH ALL AYES.
- c. Included in the packet was a memo dated August 6, 2025 from the Public Works Commission Re: Thomas & Janessa Casper Letter requesting driveways be created on their property on Harbor Lane because the City took an acre of their land in 2015 for future road project. MOTION 08R-19-25 WAS MADE BY JACKSON PURFEERST AND SECONDED BY SANDY FARDER TO TABLE ACTION AND TO DIRECT STAFF TO VERIFY THE FACTS OF THE LETTER BEFORE MOVING FORWARD. MOTION CARRIED WITH ALL AYES.
- d. The Council held a lengthy discussion regarding the proposed assessments for the 2025 Road Improvements. This year there were commercial properties to be assessed which the City has not had to consider in the past. The Public Works Commission used a fixed rate by parcel method and raised the amounts 10% over last year's assessments. All proposed assessments are below the Nagel Appraisal Opinion of Benefit. Robin Sylvester asked the Council to consider a change to the resort assessment and treat it similar to the hotel assessment, since they are a similar business. It was noted that the City has one resort and would probably not encounter this issue again. MOTION 08R-20-25 WAS MADE BY BOB HEALES AND SECONDED BY SANDY FARDER TO CHANGE THE PROPOSED ASSESSMENT FOR PARCEL 14180563 (BAY VIEW LODGE RESORT) FROM \$9,350 TO \$6,600 IN ORDER TO KEEP LODGING BUSINESSES TREATED THE SAME. MOTION CARRIED WITH ALL AYES.

Jackson Purfeerst stated that the City received a letter from the Golf View Owners Association Inc regarding the proposed assessments. Mr. Purfeerst stated that he invited one member to speak tonight. Public Works Commission Chair Tom Swenson stated that these townhomes are individual parcels, that they receive individual tax statements, and they are considered single family homes. The condominiums on Pine Bay Road are on a secondary street and the owners do not own the land that the building sits on.

Chris Kotval of 14265 Swann Drive spoke on behalf of the Golf View Owners Association and stated that the Mill & Overlay procedure is routine maintenance and benefits the whole City. Traffic is heavy on Swann Drive and the road is used as a short cut between County Roads 3 and 66. Lisa Kotval and Curt Mowers of the Golf View Townhomes also spoke against the assessments.

Tom Swenson read an email from Phil Martin dated August 7, 2025 noting that the proposed assessments for the Mill & Overlay projects and Harbor Lane will cover approximately 50% of the total cost of the projects. Bob Heales stated that the assessment for the Golf View Townhomes should be \$1,100. Tom Swenson cautioned that if assessments are lowered for one group, they will be expected to be lowered for all groups, including Old Log Landing. Bob Heales stated that the town homes are unique in that they have common walls and small lots. The Council agreed to send out assessments as is and to listen to requests for relief at the Public Hearing. MOTION 08R-21-25 WAS MADE BY SANDY FARDER AND SECONDED BY ROBIN SYLVESTER TO APPROVE A RESOLUTION AT A SPECIAL MEETING ON AUGUST 20, 2025 THAT COMPLETES THE PROPOSED ASSESSMENT ROLL AND SETS THE DATE FOR THE PUBLIC HEARING FOR YEAR 2 ROAD IMPROVEMENTS. MOTION CARRIED 4-1 WITH HEALES OPPOSED.

- e. MOTION 08R-22-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY SANDY FARDER TO APPROVE THE ENGINEERING PROPOSAL FROM BOLTON & MENK FOR FEASIBILITY REPORT FOR SUNRISE BLVD IMPROVEMENTS, AS PETITIONED FOR BY MORE THAN 35% OF PROPERTY OWNERS, AT A COST OF \$17,745. MOTION CARRIED WITH ALL AYES.
- f. Included in the packet for information was a letter dated July 14, 2025 from Crow Wing County Highway Department Re: Future County Highway Project on County Road 103.

**H. PUBLIC FORUM** – Public Works Commission Chair Tom Swenson reminded the Council that a date for the Public Hearing needs to be set. Mayor Purfeerst stated that will be done under New Business.

Ben Vanden Wymelenbergh stated that there are about 1,400 short-term rentals in Crosslake and that the City is missing out on revenue that could be used to fund capital projects.

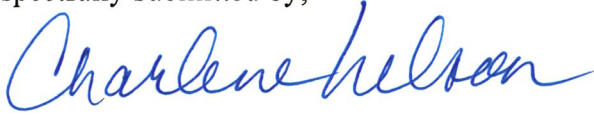
**I. NEW BUSINESS** – The Council will hold the Public Hearing for the Proposed Assessments for Year 2 Road Improvements on Wednesday, September 24, 2025 at 6:00 P.M.

**J. OLD BUSINESS** – Jackson Purfeerst stated that the landscape in the center of the roundabout looks horrible and suggested that the mulch be removed and grass be added. Phil Martin stated that there is a two year warranty on the plants and that they should continue to be replaced as long as it takes for them to establish and grow.

**K. CITY ATTORNEY REPORT** – None.

**L. ADJOURN** – There being no further business at 8:13 P.M., MOTION 08R-23-25 WAS MADE BY SANDY FARDER AND SECONDED BY ROBIN SYLVESTER TO ADJOURN THE REGULAR MEETING. MOTION CARRIED WITH ALL AYES.

Respectfully submitted by,



Charlene Nelson, City Clerk

**BILLS FOR APPROVAL**  
**August 11, 2025**

VENDORS	DEPT		AMOUNT
Abra Landscaping, landscaping	Fire		5,170.10
Ace Hardware, garden sprayer	Sewer		21.59
Ace Hardware, toolbox, hardware	PW		94.76
Ace Hardware, file, rip hammer, mag nut driver set	PW		59.49
Ace Hardware, bird food, braces	Park		52.74
Ace Hardware, electronic cleaner	Park		13.49
Ace Hardware, clamps	Park		6.46
Ace Hardware, hardware	Park		4.66
Ace Hardware, hardware	Park		25.18
Ace Hardware, braces	Park		8.98
Ace Hardware, battery	PW		70.19
Ace Hardware, gloves, trim line	Cemetery		29.68
Ace Hardware, shop towels	Park		11.33
Ace Hardware, janitorial supplies	Park		7.59
Ace Hardware, bolts, screws	Park		14.77
Ace Hardware, lynch pins	Park		5.02
Ace Hardware, pvc pipe	Park		15.87
Ace Hardware, weed killer	Fire		93.58
Ace Hardware, batteries	PW		10.29
Ace Hardware, hardware	PW		9.99
Ace Hardware, oil pans	PW		8.98
Ace Hardware, hammer, towels	PW		31.48
Ace Hardware, hardware	PW		28.58
Ace Hardware, chainsaw files	PW		37.87
Ace Hardware, batteries	Park		13.66
Ace Hardware, blade	PW		38.99
Anoka County Sheriff Office, swat basic training	Police		400.00
AT&T, cell phone and tough book charges	ALL		1,253.63
AW Research, water testing	Sewer		2,683.70
Baker & Taylor, books	Library		302.00
Beckys Pest Solutions, pest control	Sewer		159.00
Belson Outdoors, memorial bench	Park		896.00
BLAEDC, government funding 1st half 2025	EDA		6,180.00
Bolton & Menk, 2025 road improvements	PW	pd 7-21	3,002.50
Bolton & Menk, harbor lane	PW	pd 7-21	10,133.50
Bolton & Menk, general engineering	PW	pd 7-21	808.00
Brainerd Medical Supply, ems supplies	Fire		794.85
Charlee Genz, childrens program reimbursement	Park	pd 8-4	27.80
City of Crosslake, sewer utilities	ALL		195.00
Clean Team, august 2025 cleaning	ALL		4,366.25
Clifton Larson Allen, 2024 audit	Gov't		1,572.56
Council #65, union dues	Gov't		494.88
Crosslake Sheetmetal, install sensor in radio room	Fire	pd 8-4	423.00
Crosslake Sheetmetal, a/c tune up and cleaning	ALL		1,815.00
Crow Wing County, 47% shared services	PW		1,978.95



Crow Wing County Highway Dept, fuel	ALL		4,529.55
Crow Wing County Recorder, filing fees	PZ		46.00
Crow Wing Power, line conversion	PW		4,285.00
CTC, web hosting	Gov't		10.00
Culligan, cooler rental and water	ALL		320.60
Custom Fire, perimeter light	Fire		160.31
Custom Fire, perimeter light	Fire		150.85
Dacotah Paper, janitorial supplies	Park		162.48
David Drown Associations, continuing disclosure report	Gov't		2,400.00
Dell, laptops	PZ		3,700.00
Dell, computer for video recordings	Gov't		1,865.54
Delta Dental, dental insurance	ALL		2,198.03
Doreen Zierer, pickleball tournament services	Park		100.00
East Side Oil, filter recycling	Gov't	pd 8-4	25.00
Essentia Health, vaccines	Sewer	pd 8-4	309.00
Ferguson Waterworks, meter parts	Sewer		5,500.00
Fire Catt, hose testing	Fire	pd 8-4	4,243.25
First Impressions, cemetery map	Cemetery		118.50
First Supply, couplings	Park		12.84
Flock Safety, license plate reader	Police		3,500.00
Follett Content, books	Library	pd 8-4	2,006.52
Forum Communications, employment ads, book sale ads	ALL		1,390.00
Fyles, portable restrooms	Park	pd 8-4	820.00
Galls, uniform	Police		86.96
Galls, uniform	Police	pd 8-4	287.95
Gopher State One Call, email ticket	Sewer	pd 7-24	1.35
Gopher State One Call, email ticket	Sewer		44.55
GOVOS, short term rental platform	Gov't		35,749.27
Guardian Pest Solutions, pest control	ALL		161.40
Gull Lake Glass, wood door	Park	pd 8-4	3,028.85
Hawkins, chemicals	Sewer		4,089.90
Heartland Animal Rescue, impound fees	Police		366.75
Hunter Roeder, per diem meal reimbursement	Police		135.00
J&J Medical, lucas chest compression device	Fire	pd 8-4	14,495.00
Jefferson Fire & Safety, combi tool, batteries	Fire	pd 8-4	11,742.50
Kimber Creek, new ignition, lock cylinder	Police		1,915.39
LA Lawncare, lawn treatment	Gov't		100.00
League of MN Cities Insurance, litigation claim	PZ		1,183.14
Lori Conway, mileage reimbursement	Admin		110.95
Lori Conway, moving expenses reimbursement	Admin		1,200.00
Mastercard, Ace Hardware, extension cord	Admin		9.65
Mastercard, Adobe, license renewal	Police	pd 7-24	219.99
Mastercard, Amazon, prime monthly premium	Gov't		14.99
Mastercard, Amazon, flash drives, laptop case	Police		47.75
Mastercard, Amazon, air filters	Park		100.72
Mastercard, Amazon, labels	Police		6.98
Mastercard, Amazon, trimmer line	Park	pd 7-24	31.99
Mastercard, Amazon, paper	Library	pd 7-24	119.94
Mastercard, Amazon, tabs, coffee	Gov't		19.80
Mastercard, Amazon, coffee	Gov't		13.39
Mastercard, Amazon, basketballs	Park		151.96

Mastercard, Amazon, volleyballs	Park		53.34
Mastercard, Amazon, bounce house	Park		447.72
Mastercard, Amazon, childrens program	Park		545.81
Mastercard, Amazon, packing tape	Gov't		19.91
Mastercard, Amazon, crosswalk signs	PW		1,990.00
Mastercard, Amazon, receipt books	Park		48.99
Mastercard, Amazon, coffee	Park		49.98
Mastercard, Amazon, coat tree	Library		21.59
Mastercard, Amazon, carpet tape	Library		7.18
Mastercard, Amazon, badge holders	Park		21.99
Mastercard, Amazon, plastic envelopes	Library		12.99
Mastercard, Amazon, janitorial supplies	Park		45.18
Mastercard, Amazon, tacks	Police		4.29
Mastercard, Amazon, hose	Park		11.89
Mastercard, Amazon, air freshener refill	Park		64.50
Mastercard, Amazon, air care dispenser	Park		29.97
Mastercard, Bray Sales, actuator	Sewer	pd 7-24	762.99
Mastercard, Caseys, fuel	Police		39.72
Mastercard, Column Software, meeting notice of 8/22/25	PZ		35.19
Mastercard, Crown Awards, pickleball tournament	Park		151.21
Mastercard, Crown Awards, pickleball tournament	Park		105.44
Mastercard, Docsend, email bills	Sewer		25.00
Mastercard, Dog Waste Depot, bags	Park		159.99
Mastercard, Dropbox, monthly premium	Gov't		54.00
Mastercard, Expressway, fuel	Police		42.11
Mastercard, GLS Promotions, uniforms	Park		1,147.00
Mastercard, Holiday Inn, lodging	Police		430.20
Mastercard, Holiday Station, fuel	Police		19.35
Mastercard, Holiday Station, fuel	PW		4.02
Mastercard, Landsburg Landscape Nursery, trees	PW		331.10
Mastercard, Laquinta, lodging	Police	pd 7-24	105.69
Mastercard, Leave No Trace, reference cards	Library		8.76
Mastercard, Menards, hoses	Fire		275.32
Mastercard, Microsoft, monthly premium	Fire		17.72
Mastercard, Moonlite Bay, interview with aby	PZ		53.64
Mastercard, MPCA, permit renewal	Sewer		1,481.18
Mastercard, NRPA, membership dues	Park		115.00
Mastercard, PatioShoppers.com, pickleball umbrellas	Park		2,675.00
Mastercard, Positive Promotions, fire prevention materials	Fire		1,220.08
Mastercard, Post Office, postage	Police		10.50
Mastercard, Post Office, postage	STR		83.84
Mastercard, Post Office, postage	STR		20.96
Mastercard, Post Office, postage	STR		11.26
Mastercard, Scheels, uniform	Park		120.49
Mastercard, Sirchie, various reagents	Police		200.16
Mastercard, Tactacam, annual premium	Park		408.00
Mastercard, The Tee Hive, pickleball tournament	Park		976.50
Mastercard, Wamart, tennis balls	Park		39.97
Mastercard, Watt Computers, desktop ram	PZ		25.00
Mastercard, Zero9 Holsters, uniform	Police		37.57
Mastercard, Zero9 Holsters, uniform	Police		112.72

Mastercard, Zoom, monthly premium	Gov't		66.99
Medica, health insurance	ALL		31,334.66
Menards, ratchet, tarp	PW		38.97
Menards, janitorial supplies	Fire		128.51
Menards, janitorial supplies	PW		140.89
Menards, light, bulbs, detergent	Park		83.44
Menards, treated lumber, screws	Sewer		335.04
Met Life, disability insurance	ALL		241.07
Met Life, life insurance	ALL		355.92
Met Life, vision insurance	Gov't		104.40
Metro Sales, copier lease	Park		222.90
Metro Sales, copier lease	Police		55.88
Mid American Research Chemical, janitorial supplies	Park	pd 8-4	120.89
Mid MN Drug Testing, random drug test	Park		55.00
Midwest Machinery, blades, oil filters	Park		199.36
Midwest Security, cellular monitoring	Fire		863.88
MN NCPERS, life insurance	Gov't		64.00
MNPEA, union dues	ALL		240.00
Moonlite Square, fuel	Park		13.53
Moonlite Square, fuel	Fire		40.06
Motorola, battery	Police		198.00
MR Sign, license signs	STR		74.25
MR Sign, license signs	STR		160.30
Napa, gumout, deep creep	Park		23.41
Napa, prem red grs cart	Park		24.66
Napa, oil	Police		37.23
Napa, battery	PW		187.23
Napa, hose, fittings, towels	PW		149.89
Napa, tire wet	Fire		66.90
Nelson Sanitation, sludge hauling	Sewer		3,201.28
Pequot Auto Repair, brakes, oil change	Park	pd 8-4	576.94
Pine River Area Sanitary District, biosolids treatment	Sewer	pd 8-4	3,561.42
Quality Equipment, oil and oil filters	Park		72.82
Ratwik, Roszak, & Maloney, legal fees	ALL		5,986.20
RJ Kool, commercial washer	Fire		13,906.00
Sentinel, suppressors	Police		1,880.00
Sharyl Murphy, reimburse petty cash	ALL		54.62
Simonson Lumber, nails, concrete mix	Park		184.93
Simonson Lumber, tubing	Park		167.39
Specialty Solutions, grass seed	Park		600.88
Streichers, uniform	Police		345.99
Streichers, uniform	Police	pd 8-4	11.99
Teamsters, union dues	Police		388.00
The Office Shop, hanging folders	Cemetery		149.44
The Office Shop, pens	Admin		4.76
The Office Shop, highlighters	PZ		12.18
The Tee Hive, childrens program	Park		200.00
TJ Graumann, reimburse for pickleball tournament	Park	pd 8-4	105.47
Tremolo, phone, fax, cable, internet	ALL	pd 8-4	2,294.27
Tri County Septic, septic designs and inspections	PZ		1,010.00
US Bank, copier lease	ALL	pd 8-1	358.60

USI Consulting, request from auditor	Gov't		150.00
Vestis, mat service	PW	pd 7-21	78.69
Vestis, mat service	PW	pd 8-1	78.69
Viking Electrica, electrical supplies	Park		45.36
Waste Partners, trash removal	ALL		618.10
Widseth, trail professional design services	Gov't		6,872.23
Xcel Energy, gas utilities	ALL	pd 8-4	336.39
Xtona, i.t. services	ALL		3,347.00
<b>TOTAL</b>			<b>253,570.44</b>

**ADDITIONAL BILLS FOR APPROVAL**  
**August 11, 2025**

VENDORS	DEPT	AMOUNT
Bolton & Menk, 2025 road improvements	PW	4,492.50
Bolton & Menk, harbor lane	PW	19,840.00
Bolton & Menk, general engineering	PZ	2,837.50
Crow Wing County, address assignments	Gov't	100.00
First Supply, couplings	Park	12.84
Hawkins, chemicals	Sewer	2,348.14
Mastercard, Country Inn, lodging	Sewer	668.26
Mastercard, MPCA, sewer class	Sewer	300.00
Mastercard, PVC Fittings, couplings	Park	45.30
MPCA, ww treatment training	Sewer	1,170.00
MPCA, ww treatment exams	Sewer	110.00
Northwoods Auto, tires, oil change	PW	627.45
Olivia Tykwinski, mileage reimbursement	ALL	79.10
Pine River Area Sanitary District, biosolids treatment	Sewer	3,438.07
Uline, janitorial supplies	Park	84.00
TOTAL		36,153.16

City of Crosslake

**RESOLUTION 25-20**

**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:

<b>FROM</b>	<b>DONATION</b>	<b>INTENDED PURPOSE</b>
PAL Foundation	\$48,313.90	Pickleball
Crosslake Firefighters Relief Association	\$14,495.00	LUCAS Chest Compression Device
Crosslake Firefighters Relief Association	\$13,906.00	Gear Extractor
Crosslake Firefighters Relief Association	\$11,742.50	Auto Extrication Tool
Carolyn Breitbach	\$50.00	Fire Department in Memory of Steve Roe

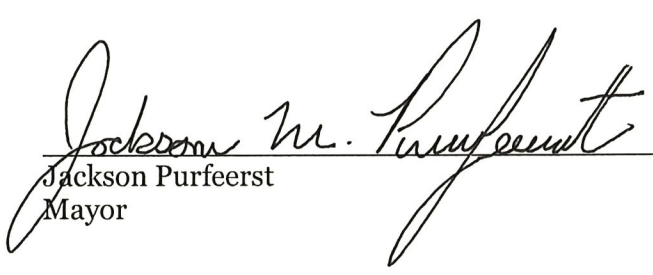
; and

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 11th day of August, 2025.

  
Jackson Purfeerst  
Mayor

ATTEST:

  
Lori A. Conway  
City Administrator (SEAL)

**RESOLUTION NO. 25-21**

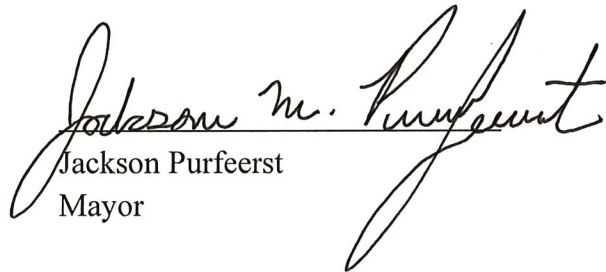
**CITY OF CROSSLAKE  
COUNTY OF CROW WING  
STATE OF MINNESOTA**

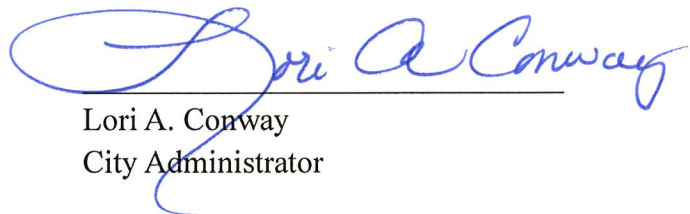
**A RESOLUTION SUPPORTING CROW WING COUNTY SHERIFF'S OFFICE  
AGREEMENT**

WHEREAS we on the Crosslake City Council understand the importance of upholding the law to ensure safety and security of all our residents and guests. The Crow Wing County Sheriffs Office is leading by example by their initiation of the Memorandum of Agreement (MOA) with U. S. Immigration and Customs Enforcement (ICE).

BE IT RESOLVED, the Crosslake City Council hereby fully endorses the Enforcement Agreement that Crow Wing County Sheriff's Office entered into with Immigration and Customs Enforcement which was executed in March 2025.

Adopted by the Crosslake City Council on this 11th day of August, 2025.

  
Jackson Purfeerst  
Mayor

  
Lori A. Conway  
City Administrator





## CROW WING COUNTY SHERIFF'S OFFICE

Office of Eric Klang, Sheriff

304 Laurel St  
Brainerd, MN 56401  
P: 218-829-4749  
Fax: 218-829-9459  
crowwing.us

ICE/ERO Acting Executive Associate Director Todd M. Lyons  
U.S. Immigration and Customs Enforcement Department of Homeland Security  
500 12 Street SW  
Washington, DC 20536

Acting Executive Associate Director Lyons:

I am writing to request Crow Wing County Sheriff's Office participation in the Warrant Service Officer (WSO) Program pursuant to 287(g) of the Immigration and Nationality Act. Given our current relationship with ICE, the partnership will enable us to better serve and meet the needs of the residents of Crow Wing County, Minnesota.

I have been in contact with your ERO Field Office Director and the local 287(g) Program Manager. Both have been helpful. I am proposing the following:

- The establishment of a Warrant Service Officer Program for our Crow Wing County Detention Facility, located in Brainerd, Minnesota.
- The Crow Wing County Detention Facility is the only detention and processing facility in Crow Wing County, Minnesota.
- Train 60 Sheriff's Correctional Officers assigned to the facility as Warrant Service Officers. I understand the requirements for the selection of these officers.

The WSO Program will allow us to enter into a Memorandum of Agreement which will enable my agency to assist in expediting the transfer of subjects to ICE custody who may pose a risk to public safety in Crow Wing County. I look forward to your speedy endorsement of this request in hopes of moving forward with the program for the benefit of both agencies.

If there are any questions or other needs that would assist in processing this request, please do not hesitate to contact my office.

Thank you,

A handwritten signature in blue ink, appearing to read "Eric Klang".

Eric Klang  
Sheriff



# **MEMORANDUM OF AGREEMENT**

## **Warrant Service Officer Program**

### **I. PARTIES**

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Crow Wing County Sheriff's Office, hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

### **II. PURPOSE**

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in LEA jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

### **III. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

### **IV. RESPONSIBILITIES**

The LEA is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from LEA custody.

#### **A. DESIGNATION OF AUTHORIZED FUNCTIONS**

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

#### **B. NOMINATION OF PERSONNEL**

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of LEA facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the LEA will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating LEA personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

### **C. TRAINING OF PERSONNEL**

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each LEA nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the LEA nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

### **D. CERTIFICATION AND AUTHORIZATION**

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

Authorization of participating LEA personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains. Such withdrawal may be effectuated immediately upon notice to the LEA. The LEA and the FOD will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The LEA will make every attempt, where practicable, to provide ICE with a 90 day notice if participating LEA personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

#### **E. COSTS AND EXPENDITURES**

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. The LEA will cover the costs of all LEA personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected personnel.

The LEA is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

#### **F. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the

applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

## **G. INTERPRETATION SERVICES**

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

## **H. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Chief Counsel at . The Office of the Chief Counsel in turn will notify the ICE Headquarters Office of the Principal Legal Advisor (OPLA), which will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

## **I. CIVIL RIGHTS STANDARDS**

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (Aug. 2000), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

## **V. REPORTING AND DOCUMENTATION**

### **A. COMPLAINT PROCEDURES**

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

### **B. COMMUNICATION**

The FOD (or the FOD's management representative) and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at locations to be agreed upon by the parties, or via teleconference. An

initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOAs operational date.

### **C. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

### **VI. MODIFICATIONS TO THIS MOA**

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

### **VII. POINTS OF CONTACT**

ICE and the LEA points of contact (POCs) for purposes of this MOA are:

For the LEA: Eric Klang, Crow Wing County Sheriff

For DHS:

### **VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA**


This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the LEA and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the LEA shall be given to the FOD and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

Date: 3-19-25

Signature: 

Name: Eric Klang

Title: Sheriff

Agency: Crow Wing County Sheriff's Office

**For ICE:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX A STANDARD OPERATING PROCEDURES (SOP)**

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the LEA.

Pursuant to this MOA, the LEA has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in LEA's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

### **Authorized Functions:**

Participating LEA personnel are only delegated the two authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE; and
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes.

Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

### **Additional Supervisory and Administrative Responsibilities:**

The above immigration enforcement functions conducted by the participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The LEA shall provide notification to the ICE officer immediately after participating LEA personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the LEA and the FOD.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.



## **APPENDIX B COMPLAINT PROCEDURE**

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

The LEA will also handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to OPR.

287(g) Complaint Process posters will be displayed in the processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

**APPENDIX C**  
**PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the LEA:

**Lt. Craig Katzenberger**

Crow Wing County Sheriff's Office

304 Laurel St

Brainerd, MN 56401

For ICE:

Public Affairs Office  
Office of Public Affairs and Internal Communication  
U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Washington, DC 20536  
202-732-4242